

AI-27564

6. B.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Comm. J. Palacios

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**CAPTION**

Discussion, consideration and action relating to the office of County Court at Law #7.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Monies have already been allocated to cover the start-up costs associated with the new County Court at Law #7.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/15/2011 08:23 AM
Sylvia Solis	Sylvia Solis	07/15/2011 10:04 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Monica Badillo		Started On: 07/15/2011 08:07 AM
	Final Approval Date: 07/15/2011	

AI-27567

6. C.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Valde Guerra

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

**CAPTION**

1. Approval to create the following full-time positions:

<b>Dept./ Prog.</b>	<b>Slot No.</b>	<b>Position Title</b>	<b>Budgeted Salary</b>
Pct. 1 Admin. (121-004)	0011	Clerk IV	\$35,500.00
Pct. 1 Admin. (121-004)	0012	Administrative Assistant IV	\$48,000.00
Pct. 1 Admin. (121-004)	0013	Clerk	\$27,500.00
Pct. 1 Admin. (121-004)	0014	Call Center Manager	\$51,000.00
Pct. 1 Admin. (121-004)	0015	Administrative Assistant III	\$36,000.00
Pct. 1 Admin. (121-004)	0016	Clerk	\$27,500.00
Pct. 1 Rd Maint. (121-005)	0115	Maintenance III	\$38,000.00

2. Approval of revised salary schedule(s).

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds for the creation of positions and related fringe benefit expenditures available within Pct. 1 Adm. & Rd Maint.'s budget, pending approval of interfund transfer (Refer to AI-27502 under consent agenda).

**Attachments**

PARS

Job Descriptions

Fiscal Notes

Revised salary schedules

**Form Review**

**Inbox**

Sylvia Solis  
Budget & Management  
Rosalinda Cantu

**Reviewed By**

Sylvia Solis  
Merlen P. Munoz  
Rosie Cantu

**Date**

07/15/2011 01:26 PM  
07/15/2011 02:02 PM  
07/15/2011 03:32 PM

Auditor's Office

Form Started By: Sylvia Solis

07/15/2011 04:39 PM

Started On: 07/15/2011 11:04 AM

Final Approval Date: 07/15/2011



# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ADMIN. (121-004)

DATE: 07/01/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0011

REQUESTED POSITION TITLE: CLERK IV

**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    \$ 35,500.00    Proposed Budgeted Salary    \$ 35,500.00    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.)
<b>CIVIL SERVICE:</b>				
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)

Jose Luis Salas, et al v. County of Hidalgo.

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

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

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

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**HUMAN RESOURCES:** Classification and Salary Recommendation

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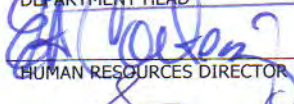
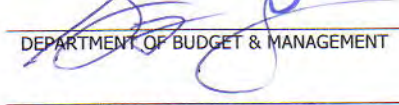
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**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

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1.	 DEPARTMENT HEAD	JUL 15 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	7/15/2011 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	07/15/2011 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 ADMIN. (121-004)

DATE: 07/01/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0012

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT IV

**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      \$ 48,000.00      \$ 48,000.00  
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.)
<b>CIVIL SERVICE:</b>				
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)

Jose Luis Salas, et al v. County of Hidalgo.

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

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

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

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**HUMAN RESOURCES:** Classification and Salary Recommendation

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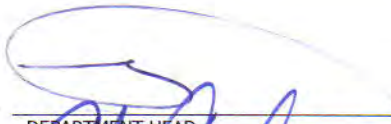
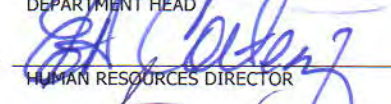

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**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

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1.	 DEPARTMENT HEAD	<u>JUL 15 2011</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	<u>7/15/2011</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>07/15/2011</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: PCT. 1 ADMIN. (121-004)

DATE: 07/01/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0013 & 0016

REQUESTED POSITION TITLE: CLERK

### 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    \$ 27,500.00 x 2    Proposed Budgeted Salary    \$ 55,000.00    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:				
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)

Jose Luis Salas, et al v. County of Hidalgo.

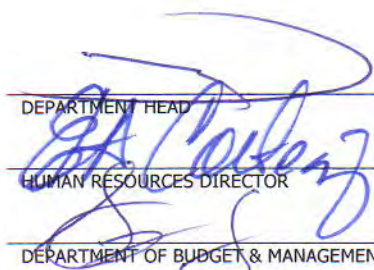

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**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	JUL 15 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	7/15/2011 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/15/2011 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 ADMIN. (121-004)

DATE: 07/01/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0014

REQUESTED POSITION TITLE: CALL CENTER MANAGER

**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    \$ 51,000.00 Proposed Budgeted Salary    \$ 51,000.00 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:				
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)

Jose Luis Salas, et al v. County of Hidalgo.


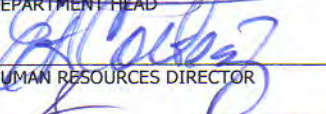
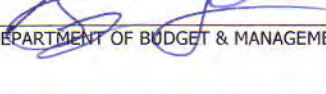
**NEW POSITION:** Brief job description and attach a copy of the new job description.

**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	JUL 15 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	7/15/2011 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	07/15/2011 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 ADMIN. (121-004)

DATE: 07/01/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0015

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT III

### REQUEST FOR:

New Position     Temporary Position     Position Reclassification\*     Other \_\_\_\_\_

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

### POSITION SALARY REQUEST:

Salary Amount:    \$ 0.00    \$ 36,000.00    \$ 36,000.00  
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)

Jose Luis Salas, et al v. County of Hidalgo.

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

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

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

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**HUMAN RESOURCES:** Classification and Salary Recommendation

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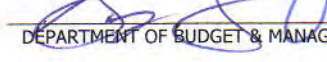
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**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

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1.	 DEPARTMENT HEAD	JUL 15 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	7/15/2011 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	07/15/2011 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: 07/08/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0115

REQUESTED POSITION TITLE: MAINTENANCE III

**REQUEST FOR:**

New Position     Temporary Position     Position Reclassification\*     Other \_\_\_\_\_

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

**POSITION SALARY REQUEST:**

Salary Amount:    \$ 0.00    Current Budgeted Salary    \$ 38,000.00    Proposed Budgeted Salary    \$ 38,000.00    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:				
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)

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

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

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

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

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**HUMAN RESOURCES:** Classification and Salary Recommendation

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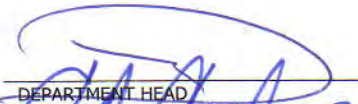

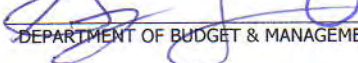
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**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

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1.	 DEPARTMENT HEAD	<u>JUL 15 2011</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	<u>7/15/2011</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>07/15/2011</u> DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-27506

6. D.

CC REGULAR

Meeting Date: 07/19/2011

**Submitted For:** Angie - Law Library

**Submitted By:** Monica Badillo, EXECUTIVE  
OFFICE

**Department:** EXECUTIVE OFFICE

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**CAPTION**

Law Library:

Requesting approval to increase the Law Library Filing Fee from \$30.00 to the maximum allowable amount of \$ 35.00 per case filed as per Section 323.023 (a) of the Local Government Code effective September 1, 2011

**BACKGROUND**

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**Attachments**

letter and code

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/13/2011 11:07 AM
Erika Zamora	Erika Zamora	07/15/2011 11:27 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Monica Badillo		Started On: 07/13/2011 10:43 AM
	Final Approval Date: 07/15/2011	

July 11, 2011

Hidalgo County Commissioner's Court  
Hidalgo County Courthouse Administration Annex.  
Edinburg, Texas 78539

Re: Law Library Fee  
Request for Increase  
\$5.00 per case (To maximum amount of \$35.00 per case)

Gentlemen:

On the behalf of the Law Library Committee for the Hidalgo County Bar Association, I am at this time requesting that you place us on your next meeting agenda so that I may make a formal request and presentation in reference to an increase in the Library Fee to \$35.00.

The Law Library Committee unanimously requested that the Hidalgo County Bar Association strongly consider requesting your Honorable Court to authorize an increase in the Law Library Fee from \$30.00 to the allowable \$35.00. After giving this matter consideration, the Bar Association agreed this increase was of the upmost necessity if the Law Library was to continue adequately serving the Attorneys and legal community.

Article 323.023 (a) of the Local Government Code of the Texas Annotated Code States:  
(As Amended by the legislature in 1999 taking effect on September 1, 1999):

- (a) A sum set by the Commissioner's Court not to exceed \$35.00 shall be taxed, collected, and paid as other costs in each civil case filed in a County or District Court, except suits for delinquent taxes.
- (b) The Clerks of the respective Courts shall collect the costs and pay them to the County Treasurer, for deposit in a special fund known as "LAW LIBRARY FUND." The fund may only be used for the purpose of purchasing library materials, maintaining the Library, or acquiring furniture, shelving, or equipment for the Law Library.
- (c) The County Law Library shall be administered by or under the direction of the Commissioner's Court.

At present the Law Library in the Courthouse is one of, if not the best, maintained and updated in South Texas. During the last few years (10), the trend has been toward the

publication of new law books to aid the Attorneys in the specialized areas and in the continuance of the legal education.

We have also been forced to go into the on-line/internet storage and retrieval of books, documents forms, and purchase additional computer terminals and printers.

I am enclosing a copy of Article 323.023 (a) of The Local Government Code from the Texas Annotation Code and also including a copy of the Law Library Budget for the last year 2010 and this 2011.

As you can see, we have always spent more than we took in. We have also had to drastically increase the amount budgeted for books each year. We have tried the past four budget years to barley get by. That is no longer possible. We have had to go into the surplus balance we at one time had accumulated. Our last three budgets were cut back drastically due to insufficient funds in the proposed projection for income plus surplus balance.

We receive fees from each civil case filed in the District and County Courts. The Law allows a sum of up to \$35.00 per case. In 1999 we asked for an increase from \$20.00 to \$35.00 and you allowing us an increase to \$30.00 which we have been at for the last ten years.

At present Hidalgo County is now the eighth largest county in the state. I am enclosing a list of some of the counties in the state that already charging and collecting the \$35.00 per case.

We have been fortunate to be self-supporting and not be a drain on the county general fund. We have tried to have a fund balance able to support the budget. The last year we were able to that was in the year 2007. In 2008, we dipped into the fund balance (which can only be used for Law Library Expenses) for \$30,135.06 in 2009 we had to go back and dip into the (reserve/Surplus/Savings) Fund Balance for \$34,071.38. And in 2010 we had to once again dip into our Fund Balance for \$42,887.51. At this rate we will eventually expend our Fund Balance and are therefore having to ask for a \$5.00 increase in filing fees to \$35.00 per case filed which will generate an additional \$40,000.00 to \$45,000.00.

The majority of law book publishers have merged and formed three main publishing companies monopolizing the increase in costs. We are also being faced with new and increased cost for the software and CD-Rom, computer filed books and case law.

Everyone will benefit from a well supplied and organized Law Library. Since the last filing fee increase towards Law Library funds, (which was over 10 (ten) years ago, the county has grown immensely and we have added new districts and county court at law courts. Many of the state counties have already increasing their fees.

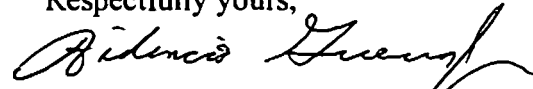
I am therefore, respectfully requesting that you approve and set an increase of filing fees to \$35.00 (thirty-five dollars) per filed case and that it be effective starting September 1, 2011 when most the state fees take effect, this will still allow sufficient time for the clerks to adjust the court cost filing fees with proper notification.

Please, this a very serious and delicate matter and this in fact an EMERGENCY request for this appropriation amendment. Your consideration and cooperation are urgently needed and most appreciated.

At present we have virtually run out of space and doing the best we can with the limited space and funds available. The increase will give us some breathing space temporarily.

I am at your service to discuss this matter with you prior to any meeting. Thanking you in advance, I remain

Respectfully yours,



Judge Fidencio M. Guerra, Jr.  
Law Library Committee

(Angie Chapa - Law Librarian)

FGJr/az

cc: Law Library Committee  
County Commissioners  
Hon. Brandy Wingate – Hidalgo County Bar President

ENCL. 4

§ 323.023. Law Library Fund

(a) A sum set by the commissioners court not to exceed \$35 shall be taxed, collected, and paid as other costs in each civil case filed in a county or district court, except suits for delinquent taxes. The county is not liable for the costs.

(b) The clerks of the respective courts shall collect the costs and pay them to the county treasurer, or to any other official who discharges the duties commonly delegated to the county treasurer, for deposit in a fund to be known as the county law library fund. The fund may be used only for:

- (1) establishing the law library after the entry of the order creating it;
- (2) purchasing or leasing library materials, maintaining the library, or acquiring furniture, shelving, or equipment for the library; or
- (3) purchasing or leasing library materials or acquiring library equipment, including computers, software, and subscriptions to obtain access to electronic research networks for use by judges in the county.

(c) Money in the fund may be used for the purposes described by Subsection (b)(3) only if the county's law librarian or, if the county has no law librarian, the person responsible for the county's law library, authorizes the use in consultation with the county auditor.

(d) Expenditures by a county under Subsection (b)(3) may not exceed \$175,000 each year. Any unexpended and unobligated balance allocated by the county for Subsection (b)(3) purposes that remains at the end of the county's fiscal year remains available for use for Subsection (b)(3) purposes during subsequent fiscal years.

(e) The county law library fund shall be administered by or under the direction of the commissioners court.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 70(a), eff. Aug. 28, 1989; Acts 1999, 76th Leg., ch. 331, § 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1010, § 1, eff. Sept. 1, 2001.

Historical and Statutory Notes

Section 2 of Acts 1987, 70th Leg., ch. 78 provides:

"This Act takes effect on September 1, 1987, and only applies to fees payable on or after that date."

Section 2 of Acts 1999, 76th Leg., ch. 331 provides:

"This Act applies to a civil case filed in a county or district court on or after the effective date of an action taken by a commissioners court under Section 323.023(a), Local Government Code, as amended by this Act. A civil case filed before the effective date of an action

taken by a commissioners court under Section 323.023(a), Local Government Code, as amended by this Act, is governed by the law in effect when the case was filed, and that law is continued in effect for that purpose."

Prior Laws:

- Acts 1951, 52nd Leg., p. 777, ch. 429.
- Acts 1979, 66th Leg., p. 234, ch. 121, § 1.
- Acts 1987, 70th Leg., ch. 78, § 1.
- Vernon's Ann.Civ.St. art. 1702h, §§ 4, 7, 8.
- Acts 1989, 71st Leg., ch. 1, § 70(b).

Library References

- Counties ☞ 161.
- Westlaw Topic No. 104.
- C.J.S. Counties § 195.

Research References

Treatises and Practice Aids

Brooks, 35 Tex. Prac. Series § 16.12, Classification of Funds and Accounts.

Brooks, 36 Tex. Prac. Series § 22.32, County Law Library.

Notes of Decisions

In general 1

Time of collection 2

1. In general

Under Vernon's Ann.Civ.St. art. 1702h (repealed; see, now, this section) the County Law Library Fund could be expended only for library purposes and for the needs of judges and litigants; the fund could not be used to buy books owned by the county. Op.Atty.Gen.1979, No. MW-9.

Dallas County Law Library funds may be used to implement a computer information system. Op.Atty.Gen.1981, No. MW-399.

The county law library fund may not be used to pay the salary, in whole or in part, of a deputy sheriff who escorts a prisoner from the jail to the county law library. Op.Atty.Gen. 1998, LO 98-104.

A commissioners court may use fees collected under section 323.023 of the Texas Local Government Code to provide online legal research services for the general public, judges, and attorneys, and incidental benefit to private attorneys would not render the expenditure unconstitutional under article III, section 52(a) of the Texas Constitution. Op.Atty.Gen.2003, No. GA-0078.

2. Time of collection

Because law library fee supports a continuing service, county performs this service when litigant files suit and thus, district clerk is authorized to collect law library fee at time of filing. Dallas County v. Sweitzer (App. 5 Dist. 1994) 881 S.W.2d 757, rehearing denied, writ denied, rehearing of writ of error overruled. Clerks Of Courts ⇨ 17

§ 323.024. Management

(a) The commissioners court of a county that has established a law library under this subchapter shall adopt rules for the use of books in the county law library.

(b) The commissioners court may vest management of the library in a committee selected by the county bar association. Actions of the committee are subject to approval by the commissioners court.

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

Historical and Statutory Notes

Prior Laws:

Acts 1951, 52nd Leg., p. 777, ch. 429.

Acts 1979, 66th Leg., p. 234, ch. 121, § 1.  
Vernon's Ann.Civ.St. art. 1702h, §§ 5, 7.

Library References

Counties ⇨107.  
Westlaw Topic No. 104.  
C.J.S. Counties § 147.

Research References

Treatises and Practice Aids

Brooks, 36 Tex. Prac. Series § 22.32, County Law Library.

8/31/10

Vernon's  
**TEXAS CODES**  
**ANNOTATED**



Volume 4

**LOCAL GOVERNMENT CODE**  
Sections 281.001 to 340

**2010**

Cumulative Annual Pocket Part

Replacing 2009 pocket part supplementing 2005 main volume

*For Use In 2010-2011*

Includes

Laws through the 2009 First Called Session  
of the 81st Legislature  
Court Constructions through 305 S.W.3d 908

**WEST.**

A Thomson Reuters business

at #41042122

91

§ 323.023. Law Library Fund

Cross References

County court fees and costs: local government code, see V.T.C.A., Government Code § 101.1214.  
District court fees and costs: local government code, see V.T.C.A., Government Code § 101.0615.

Statutory probate court fees and costs: local government code, see V.T.C.A., Government Code § 101.1013.

Research References

Encyclopedias

TX Jur. 3d Costs § 55, Court Costs.

Treatises and Practice Aids

Brooks, 36 Tex. Prac. Series § 22.32, County Law Library.

§ 323.024. Management

Research References

Treatises and Practice Aids

Brooks, 36 Tex. Prac. Series § 22.32, County Law Library.

SUBCHAPTER C. ADDITIONAL LIBRARY AUTHORITY

§ 323.051. Acquisition and Location of Library

Research References

Encyclopedias

TX Jur. 3d Municipalities § 325, Powers With Respect to Parks, Museums and Libraries.

Treatises and Practice Aids

Brooks, 36 Tex. Prac. Series § 33.17, Libraries--Maintenance and Improvements.

§ 323.052. County Library Bonds

Research References

Treatises and Practice Aids

Brooks, 35 Tex. Prac. Series § 17.4, Purposes for Bond Issues.

CHAPTER 324. PARK AND RECREATION DISTRICT AND PARK BONDS: COUNTIES WITH FRONTAGE ON GUADALUPE AND COMAL RIVERS

SUBCHAPTER E. BONDS, TAXES, AND OTHER FINANCIAL MATTERS

Section	
324.099.	Imposition and Collection of Taxes; Criminal Penalty.
324.0995.	Tax Exemptions.

Section

SUBCHAPTER F. ANNEXATION, INCORPORATION, DISSOLUTION

324.122. Effect of Incorporation or Annexation.

## Law Library Filing Fees of Texas Counties

<u>County (County Seat)</u>	<u>District Clerks</u>
Cameron (Brownsville)	\$35.00
Starr (Rio Grande City)	\$35.00
Webb (Laredo)	\$35.00
Travis (Austin)	\$35.00
Tarrant (Fort Worth)	\$35.00
Potter (Amarillo)	\$35.00
El Paso (El Paso)	\$35.00
Brazoria (Angleton)	\$35.00
Victoria (Victoria)	\$35.00
Kerr (Kerrville)	\$35.00

\* Sources include the Texas Attorney's/Secretary's Handbook and online research data

LAW LIBRARY  
1247-412-50-100-001

Object #	Object Code Description	2010 Original Budget	2011 Budget Request	2011 Adopted Budget
113	PERMANENT FULL-TIME EMPLOYEES	\$67,485.60	\$68,157.00	\$68,157.00
114	PERMANENT PART-TIME EMPLOYEES	\$34,974.00	\$34,974.00	\$34,974.00
115	LONGEVITY PAY	\$1,080.00	\$1,140.00	\$1,140.00
211	HEALTH INSURANCE	\$8,121.00	\$10,800.00	\$10,800.00
212	LIFE INSURANCE	\$81.00	\$81.00	\$81.00
220	SOCIAL SECURITY CONTRIBUTIONS (FICA)	\$7,921.00	\$7,977.00	\$7,977.00
230	RETIREMENT CONTRIBUTIONS	\$9,857.00	\$10,011.00	\$10,011.00
250	UNEMPLOYMENT COMPENSATION	\$517.00	\$520.00	\$520.00
260	WORKERS COMPENSATION	\$0.00	\$0.00	\$0.00
342	INFORMATION AND CREDIT SERVICES	\$90,000.00	\$90,000.00	\$90,000.00
350	OTHER CONTRACTED SERVICES	\$3,500.00	\$3,000.00	\$3,000.00
431	BUILDING REPAIR & MAINTENANCE SERVICES	\$500.00	\$300.00	\$300.00
432	EQUIPMENT REPAIR & MAINTENANCE SERVIC	\$1,000.00	\$500.00	\$500.00
442	RENTAL OF EQUIPMENT AND VEHICLES	\$5,000.00	\$3,000.00	\$3,000.00
452	BUILDING ADDITIONS & RENOVATIONS	\$500.00	\$500.00	\$500.00
524	GENERAL INSURANCE	\$500.00	\$300.00	\$300.00
529	SURETY AND NOTARY BONDS	\$150.00	\$150.00	\$150.00
531	TELEPHONE AND TELEGRAPH	\$1,000.00	\$750.00	\$750.00
534	INTERNET	\$0.00	\$0.00	\$0.00
535	POSTAGE AND EXPRESS MAIL CHARGES	\$500.00	\$300.00	\$300.00
540	ADVERTISING	\$150.00	\$100.00	\$100.00
550	PRINTING AND BINDING	\$2,500.00	\$2,000.00	\$2,000.00
581	IN-COUNTY EMPLOYEE TRAVEL	\$500.00	\$500.00	\$500.00
583	OUT-OF-COUNTY EMPLOYEE TRAVEL	\$2,500.00	\$2,500.00	\$2,500.00
584	REGISTRATION FEES	\$500.00	\$500.00	\$500.00
601	OFFICE SUPPLIES	\$4,500.00	\$3,000.00	\$3,000.00
602	PAPER SUPPLIES	\$0.00	\$0.00	\$0.00
604	DRUGS AND MEDICINES	\$150.00	\$50.00	\$50.00
607	CLEANING AND SANITATION SUPPLIES	\$50.00	\$50.00	\$50.00
631	BOTTLED WATER	\$150.00	\$100.00	\$100.00
640	BOOKS AND PERIODICALS	\$150,000.00	\$150,000.00	\$150,000.00
661	MINOR OFFICE EQUIPMENT	\$4,000.00	\$2,000.00	\$2,000.00
664	OTHER MINOR EQUIPMENT	\$500.00	\$500.00	\$500.00
665	MINOR COMPUTER EQUIPMENT	\$500.00	\$500.00	\$500.00
667	MINOR SOFTWARE	\$500.00	\$500.00	\$500.00
671	BUILDING REPAIR AND MAINTENANCE SUPPL	\$2,500.00	\$1,500.00	\$1,500.00
679	OTHER REPAIR AND MAINTENANCE SUPPLIES	\$1,000.00	\$500.00	\$500.00
720	BUILDINGS	\$1,500.00	\$500.00	\$500.00
743	OFFICE EQUIPMENT	\$3,000.00	\$2,000.00	\$2,000.00
745	COMPUTER EQUIPMENT	\$4,500.00	\$4,050.00	\$4,050.00
748	OTHER EQUIPMENT	\$1,500.00	\$1,050.00	\$1,050.00
780	CAPITAL LEASES	\$2,500.00	\$2,500.00	\$2,500.00
810	DUES AND MEMBERSHIPS	\$500.00	\$500.00	\$500.00
890	OTHER	\$1,000.00	\$1,000.00	\$1,000.00
899	CONTINGENCY	\$500.00	\$500.00	\$500.00
	<b>TOTALS</b>	<b>\$417,686.60</b>	<b>\$408,860.00</b>	<b>\$408,860.00</b>
	SALARY EXPENSES	\$130,036.60	\$133,660.00	\$133,660.00
	OPERATING EXPENSES	\$287,650.00	\$275,200.00	\$275,200.00

GRAPH ON SURPLUS AND BUDGET

	<u>FUND BALANCE</u>	<u>BUDGET</u>	<u>Amount Drawn FB</u>
2007	\$467,054.14	\$387,338.32	
2008	\$436,919.08	\$402,191.93	- \$30,135.06
2009	\$402,847.76	\$425, 636.93	- \$34, 071.38
2010	\$359,960.19	\$417,686.60	- \$42,887.51
2011		\$408, 860.00	

AI-27572

7. A.

CC REGULAR

Meeting Date: 07/19/2011

**Submitted For:** Jennifer Longoria/Karina

**Submitted By:** Monica Badillo, EXECUTIVE  
OFFICE

**Department:** EXECUTIVE OFFICE

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**CAPTION**

Recognition of Aurora Cavazos

**BACKGROUND**

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**Attachments**

Bio

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/15/2011 03:19 PM
Roland Garcia	Rolando Garcia	07/15/2011 04:25 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Monica Badillo		Started On: 07/15/2011 02:53 PM
	Final Approval Date: 07/15/2011	

AI-27521

7. B.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Erika Reyna

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

---

**CAPTION**

Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

**BACKGROUND**

Regular presentation to Commissioners' Court to update on HCMPO Projects.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/13/2011 03:13 PM
Roland Garcia	Rolando Garcia	07/14/2011 08:47 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: SANDRA DELEON		Started On: 07/13/2011 02:57 PM
	Final Approval Date: 07/15/2011	

AI-27522

7. C.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Erika Reyna

Submitted By: SANDRA DELEON, COUNTY  
JUDGE

Department: COUNTY JUDGE

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**CAPTION**

Requesting approval of invoices (claim) 69357, 69366, 69367, 69368, 69369, 69370, and 69371 from The University of Texas - Pan American with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by County Auditor.

**BACKGROUND**

UTPA was selected by Hidalgo County for the development of a Comprehensive Economic Development Strategy. These invoices are from that project. Payment approval for these invoices was pending EDA Budget Amendment and Grant Extension Approval. Approval has been received and funding is in place for payment of these invoices. Grant expires September 2011.

---

**Fiscal Impact**

**FISCAL YEAR:** 1

**ACCT. #:** 1-1287-465-20-110-070-9-311

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

available balance as of 07/14/11.

---

**Attachments**

invoices

EXT. FORMS

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/13/2011 03:41 PM
Roland Garcia	Rolando Garcia	07/15/2011 08:31 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: SANDRA DELEON		Started On: 07/13/2011 03:08 PM
	Final Approval Date: 07/15/2011	



*E. Reyna*

INVOICE NUMBER 69366

BILLING DATE 03/25/2011

Customer  
Customer Number 13935 Location 27066

Bill To:  
Hidalgo County Judge's Office  
100 East Cano, 2nd Floor  
Attn: Erika Reyna, Economic Development  
Planner  
EDINBURG, TX 78539

Remit To:  
The University of Texas - Pan American  
Payments & Collections Office SSB 1.1145  
1201 W University Dr  
EDINBURG, TX 78540

For proper posting to your account please  
include the invoice number on all remittances  
and correspondence.

Terms Due Date UTPA Contact Customer Contact Contact Phone Contact Fax  
IMMEDIATE 2011-03-25 Villarreal, Esther Erika Reyna

Description	Quantity	Amount
Professional Consultant Services for Asset Mapping and Strategic Planning to Guide Economic Development in Hidalgo County (Contract #C-08-409-02-24) July 10	1	7,198.71

Please send copy of this invoice along with payment directly to Payments & Collections Office (address above) for proper posting to your internal account. Please contact Mr. Michael Uhrbrock (956-665-7185) for any questions. THANK YOU!

Sub Total	7,198.71
Tax	0.00
Shipping & Handling	0.00
Total	7,198.71
Payments and Credits	0.00
Outstanding Balance	7,198.71

Goods/services Received by: \_\_\_\_\_ on \_\_\_\_\_  
Invoice Received by: \_\_\_\_\_ on \_\_\_\_\_  
Purchase Order #: \_\_\_\_\_  
Acct# 1-1287-405-20 110-070-9-311



*0.10.344*

INVOICE NUMBER 69367

BILLING DATE 03/25/2011

**Bill To:**  
 Hidalgo County Judge's Office  
 100 East Cano, 2nd Floor  
 Attn: Erika Reyna, Economic Development  
 Planner  
 EDINBURG, TX 78539

**Customer**  
**Customer Number** 13935 **Location** 27066

**Remit To:**  
 The University of Texas - Pan American  
 Payments & Collections Office SSB 1.1145  
 1201 W University Dr  
 EDINBURG, TX 78540

For proper posting to your account please include the invoice number on all remittances and correspondence.

<b>Terms</b>	<b>Due Date</b>	<b>UTPA Contact</b>	<b>Customer Contact</b>	<b>Contact Phone</b>	<b>Contact Fax</b>
IMMEDIATE	2011-03-25	Villarreal, Esther	Erika Reyna		

Description	Quantity	Amount
Professional Consultant Services for Asset Mapping and Strategic Planning to Guide Economic Development in Hidalgo County (Contract #C-08-409-02-24) August 10	1	2,073.92
<b>Sub Total</b>		<b>2,073.92</b>
Tax		0.00
Shipping & Handling		0.00
<b>Total</b>		<b>2,073.92</b>
Payments and Credits		0.00
<b>Outstanding Balance</b>		<b>2,073.92</b>

Please send copy of this invoice along with payment directly to Payments & Collections Office (address above). Please contact Mr. Michael Uhrbrock (956-665-7185) for any questions. THANK YOU!

Goods/Services Received by: Samira O. Hiron on 7/6/11  
 Invoice Received by: Samira O. Hiron on 7/6/11  
 Purchase Order #: \_\_\_\_\_  
 Acct# I-1287-465-20-110-070-9-311



010340

INVOICE NUMBER 69368

BILLING DATE 03/25/2011

Bill To:  
Hidalgo County Judge's Office  
100 East Cano, 2nd Floor  
Attn: Mari Gutierrez  
EDINBURG, TX 78539

Customer  
Customer Number 13935 Location 16500

Remit To:  
The University of Texas - Pan American  
Payments & Collections Office SSB 1.1145  
1201 W University Dr  
EDINBURG, TX 78540

For proper posting to your account please include the invoice number on all remittances and correspondence.

Terms Due Date UTPA Contact Customer Contact Contact Phone Contact Fax  
IMMEDIATE 2011-03-25 Villarreal, Esther Mari Gutierrez 318-2600

Description	Quantity	Amount
Professional Consultant Services for Asset Mapping and Strategic Planning to Guide Economic Development in Hidalgo County (Contract #C-08-409-02-24) September 10	1	983.04

Please send copy of this invoice along with payment directly to Payments & Collections Office (address above) for proper posting to your internal account. Please contact Mr. Michael Uhrbrock for any questions. THANK YOU!

Sub Total	983.04
Tax	0.00
Shipping & Handling	0.00
Total	983.04
Payments and Credits	0.00
Outstanding Balance	983.04

Goods/Services Received by: Samanta Esten on 7/6/11  
Invoice Received by: Samanta Esten on 7/6/11  
Purchase Order #: \_\_\_\_\_  
Acct# 1-1287-465-20-110-070-9-311



010-3400

INVOICE NUMBER 69369

BILLING DATE 03/25/2011

Bill To:  
Hidalgo County Judge's Office  
100 East Cano, 2nd Floor  
Attn: Mari Gutierrez  
EDINBURG, TX 78539

Customer  
Customer Number 13935 Location 16500

Remit To:  
The University of Texas - Pan American  
Payments & Collections Office SSB 1.1145  
1201 W University Dr  
EDINBURG, TX 78540

For proper posting to your account please include the invoice number on all remittances and correspondence.

Terms Due Date UTPA Contact Customer Contact Contact Phone Contact Fax  
IMMEDIATE 2011-03-25 Villarreal, Esther Mari Gutierrez 318-2600

Description	Quantity	Amount
Professional Consultant Services for Asset Mapping and Strategic Planning to Guide Economic Development in Hidalgo County (Contract #C-08-409-02-24) October 10	1	93.44

Please send copy of this invoice along with payment directly to Payments & Collections Office (address above) for proper posting to your internal account. Please contact Mr. Michael Uhrbrock (956-665-7185) for any questions. THANK YOU!

Sub Total	93.44
Tax	0.00
Shipping & Handling	0.00
Total	93.44
Payments and Credits	0.00
Outstanding Balance	93.44

Goods/Service Received by: Sandra Chelton on 7/6/11  
Invoice Received by: Sandra Chelton on 7/6/11  
Purchase Order #: \_\_\_\_\_  
Acct# 1-1287-465-20-110-070-9-311



*0-10-24*

INVOICE NUMBER 69370

BILLING DATE 03/25/2011

**Bill To:**  
Hidalgo County Judge's Office  
100 East Cano, 2nd Floor  
Attn: Erika Reyna, Economic Development  
Planner  
EDINBURG, TX 78539

**Customer**  
**Customer Number** 13935  
**Location** 27066

**Remit To:**  
The University of Texas - Pan American  
Payments & Collections Office SSB 1.1145  
1201 W University Dr  
EDINBURG, TX 78540

For proper posting to your account please include the invoice number on all remittances and correspondence.

Terms	Due Date	UTPA Contact	Customer Contact	Contact Phone	Contact Fax
IMMEDIATE	2011-03-25	Villarreal, Esther	Erika Reyna		

Description	Quantity	Amount
Professional Consultant Services for Asset Mapping and Strategic Planning to Guide Economic Development in Hidalgo County (Contract #C-08-409-02-24) November 10	1	1,135.04
Sub Total		1,135.04
Tax		0.00
Shipping & Handling		0.00
Total		1,135.04
Payments and Credits		0.00
Outstanding Balance		1,135.04

Please send copy of this invoice along with payment directly to Payments & Collections Office (address above) for proper posting to your internal account. Contact Mr. Michael Uhrbrock (956-665-7185) for any questions. THANK YOU!

Goods/Services Received by: Sandra Chacon on 7/6/11  
 Invoice Received by: Sandra Chacon on 7/6/11  
 Purchase Order #: \_\_\_\_\_  
 Acct# 1-1287-405-20-110 070-9-311



C-102340

INVOICE NUMBER 69371

BILLING DATE 03/25/2011

**Bill To:**  
 Hidalgo County Judge's Office  
 100 East Cano, 2nd Floor  
 Attn: Erika Reyna, Economic Development  
 Planner  
 EDINBURG, TX 78539

**Customer**  
**Customer Number** 13935  
**Location** 27066

**Remit To:**  
 The University of Texas - Pan American  
 Payments & Collections Office SSB 1.1145  
 1201 W University Dr  
 EDINBURG, TX 78540

For proper posting to your account please  
 include the invoice number on all remittances  
 and correspondence.

Terms	Due Date	UTPA Contact	Customer Contact	Contact Phone	Contact Fax
IMMEDIATE	2011-03-25	Villarreal, Esther	Erika Reyna		

Description	Quantity	Amount
Professional Consultant Services for Asset Mapping and Strategic Planning to Guide Economic Development in Hidalgo County (Contract #C-08-409-02-24) December '10	1	61.44

Please send copy of this invoice along with payment directly to Payments & Collections Office (address above) for proper posting to your internal account. Contact Mr. Michael Uhrbrock (956-665-7185) for any questions. THANK YOU!

Sub Total	61.44
Tax	0.00
Shipping & Handling	0.00
Total	61.44
Payments and Credits	0.00
Outstanding Balance	61.44

Goods/Services Received by: Samuel Wilson on 7/6/11  
 Invoice Received by: Samuel Wilson on 7/6/11  
 Purchase Order #: \_\_\_\_\_  
 Acct# 1-1287-465-20 110-070-9-311



*10342*

INVOICE NUMBER 69357

BILLING DATE 03/25/2011

**Bill To:**  
 Hidalgo County Judge's Office  
 100 East Cano, 2nd Floor  
 Attn: Erika Reyna, Economic Development  
 Planner  
 EDINBURG, TX 78539

**Customer**  
**Customer Number** 13935 **Location** 27066

**Remit To:**  
 The University of Texas - Pan American  
 Payments & Collections Office SSB 1.1145  
 1201 W University Dr  
 EDINBURG, TX 78540

For proper posting to your account please include the invoice number on all remittances and correspondence.

<b>Terms</b>	<b>Due Date</b>	<b>UTPA Contact</b>	<b>Customer Contact</b>	<b>Contact Phone</b>	<b>Contact Fax</b>
IMMEDIATE	2011-03-25	Villarreal, Esther	Erika Reyna		

Description	Quantity	Amount
Professional Consultant Services for Asset Mapping and Strategic Planning to Guide Economic Development in Hidalgo County (Contract #C-08-409-02-24) - Jan. '11	1	9,080.14

Please send copy of this invoice along with payment to Payments & Collections Office (address above) for proper posting to your internal account. For any questions, please call Mr. Michael Uhrbrock (956-665-7185). THANK YOU!

Sub Total	9,080.14
Tax	0.00
Shipping & Handling	0.00
Total	9,080.14
Payments and Credits	0.00
Outstanding Balance	9,080.14

Goods/services received by: Sandra C. Cohen on 7/6/11  
 Invoice Received by: Sandra C. Cohen on 7/6/11  
 Purchase Order #: \_\_\_\_\_  
 Acct# 1-1287-405-20-110-070-9-311



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Economic Development Administration**  
504 Lavaca, Suite 1100  
Austin, Texas 78701-2858

In reply refer to:  
EDA Investment No. 08-86-04201

**RECEIVED**

MAR 31 2011

**COUNTY JUDGE**

March 21, 2011

The Honorable Ramon Garcia  
Hidalgo County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

Dear Judge Garcia:

The Economic Development Administration (EDA) is in receipt of correspondence requesting an extension and budget modification for the Financial Assistance Award for the referenced investment number, 08-86-04201. EDA hereby approves the request and amends the award period in accordance with the enclosed Amendment to Financial Assistance Award.

By signing the enclosed documents, Hidalgo County agrees to end all work by September 30, 2010. Upon acceptance please return two signed documents to this office within 30 days of receipt. You may retain the third signed copy for your files.

Please note there are \$129,038 federal funds available for the remaining award activity. The Agency will make the remaining award payments related to this Amended Financial Assistance Award using the Department of Treasury's Automated Standard Application for Payments (ASAP) system. The County must furnish this office the point of contact's name, email address, phone number, organization's address, DUNS number and Tax Identification number to the Austin Regional office. Upon receipt, EDA will initiate the enrollment process for the County in ASAP.gov. The grantees will be advised via an email sent by Treasury to enroll in ASAP.gov. The County must complete the enrollment process within 30 days by following the instructions provided on ASAP's website.

Once EDA has received notification that Hidalgo County has completed the enrollment process, EDA will convert the grant to an ASAP process. Please note, SF-270, Request for Advance or Reimbursement is still required. The form must be completed and submitted to the Austin Regional Office for authorization to draw down funds. The financial point of contact will be notified when to draw down funds through ASAP.

Should you have any questions, please notify your point of contact, Ms. Patricia D. Shorter, Sr. Economic Development Specialist at (512) 381-8142.

Sincerely,

  
Pedro B. Garza  
Regional Director

Enclosures

GRANT  COOPERATIVE AGREEMENT

## AMENDMENT TO FINANCIAL ASSISTANCE AWARD

CFDA NO. AND PROJECT TITLE  
**11.302 Planning Assistance**

AWARD NUMBER  
**08-86-04201**

RECIPIENT NAME  
**Hidalgo County**

AMENDMENT NUMBER  
**2**

STREET ADDRESS  
**100 East Cano Street**

EFFECTIVE DATE  
**March 1, 2011**

CITY, STATE, ZIP CODE  
**Edinburg, Texas 78539**

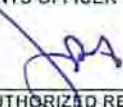
EXTEND WORK COMPLETION TO  
**September 30, 2011**

BUREAU	FUND	FCFY	PROJECT-TASK	ORGANIZATION	OBJECT CLASS	
COSTS ARE REVISED AS FOLLOWS:			PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST			\$ 323,995.00	\$ 0.00	\$ 0.00	\$ 323,995.00
RECIPIENT SHARE OF COST			\$ 81,000.00	\$ 0.00	\$ 0.00	\$ 81,000.00
TOTAL ESTIMATED COST			\$ 404,995.00	\$ 0.00	\$ 0.00	\$ 404,995.00

REASON(S) FOR AMENDMENT  
The purpose of this amendment is to allow the Recipient to successfully complete the scope of work including the county-wide infrastructure plan. A no-cost time extension through September 30, 2011 and budget modification are hereby authorized. No new funds are authorized. All previous award conditions remain in force.

This Amendment approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment.

- Special Award Conditions
- Line Item Budget
- Other(s): \_\_\_\_\_

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER <b>Pedro R. Garza, Regional Director</b> 	DATE <b>3/25/11</b>
TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <b>Ramon Garcia, Hidalgo County Judge</b>	DATE

**U.S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION**

**AMENDED  
SPECIAL AWARD CONDITIONS  
(EFFECTIVE MARCH 1, 2011)**

**For Title II, Section 203, Planning Assistance  
Under the Public Works and Economic Development Act 1965, as amended**

---

**1. RECIPIENT:**

Hidalgo County  
100 East Cano  
Edinburg, Texas 78539

*Authorized Representative*

The Honorable Ramon Garcia, County Judge  
(956) 318-2600, telephone

*Point of Contact*

Ms. Erika G. Reyna, Economic Development Planner  
(956) 318-2600, telephone  
(956) 318-2699, fax  
E-mail: [erika.reyna@co.hidalgo.tx.us](mailto:erika.reyna@co.hidalgo.tx.us)

**2. GRANTS OFFICER:**

Pedro R. Garza, Regional Director  
Economic Development Administration  
Austin Regional Office  
504 Lavaca Street, Suite 1100  
Austin, Texas 78701-2858  
Telephone: (512) 381-8144  
Fax: (512) 381-8177

**3. FEDERAL PROGRAM OFFICER:**

Jorge D. Ayala, Area Director  
Telephone: (512) 381-8150  
Email: [JAyala@cda.doc.gov](mailto:JAyala@cda.doc.gov)

**4. GRANTS SPECIALIST**

Patricia D. Shorter, Senior Project Officer  
Telephone: (512) 381-8142  
E-mail Address [PShorter@eda.doc.gov](mailto:PShorter@eda.doc.gov) Additional Terms:

**5. ADDITIONAL TERMS:**

**A. INVESTMENT TIME SCHEDULE:** The Recipient agrees to the following time schedule:

- i) This award extends through September 30, 2011.
- ii) There is no penalty if the award concludes prior to the aforementioned date.
- iii) Investment closeout: All project closeout documents, including final financial information and any required program reports, shall be submitted to the Government not more than 90 days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall pursue diligently the development of the project so as to ensure completion of the project and submission of closeout documents within this time schedule. Moreover, the Recipient shall notify the Government in writing of any event which could delay substantially the achievement of the project within the prescribed time limits. The Recipient further acknowledges that failure to meet the development time schedule may result in the Government's taking action to terminate the award in accordance with the regulation set forth at 15 CFR 24.45 or 15 CFR 14.61.

The grant recipient agrees to return two executed copies of the Amendment to Financial Assistance Award within 30 days of award date.

**B. BUDGET:**

See Attachment A.

**C. FUTURE AWARD PAYMENTS:**

EDA shall make the remaining award payments related to this Amended Financial Assistance Award using the Department of Treasury's Automated Standard Application for Payments (ASAP) system. The Recipient shall furnish documentation to EDA as required by the ASAP system including, but not limited to, the Recipient Identification Number and the Requestor Identification Number. Basic information and specified requirements related to the ASAP system can be obtained via the Treasury Department's website at [www.fms.treas.gov/asap](http://www.fms.treas.gov/asap).

Grantees are requested to send the point of contact's name, email address, phone number, organization's address, DUNS number and Tax Identification number to [edaasap@eda.doc.gov](mailto:edaasap@eda.doc.gov). EDA will initiate the enrollment process for the grantees in ASAP.gov. The grantees will be advised via an email sent by Treasury to enroll in ASAP.gov. The grantee should complete the enrollment process within 30 days by following the instructions provided on ASAP's website. Once EDA has received notification that the grantee has completed the enrollment process, EDA will convert the grant to an ASAP grant and then the grantee will be able to draw down funds.

**D. CONDITIONS:**

All other conditions of this award remain in effect.

Attachment A

**HIDALGO COUNTY, TEXAS**  
**Award No. 08-86-04201**  
**Budget Modifications**

**AUTHORIZED BUDGET:**

<b>COSTS ARE REVISED AS FOLLOWS:</b>	<b>PREVIOUS ESTIMATED COST</b>	<b>ADD</b>	<b>DEDUCT</b>	<b>TOTAL ESTIMATED COST</b>
FEDERAL SHARE OF COSTS	\$323,995.00	\$ 0.00	\$ 0.00	\$323,995.00
RECIPIENT SHARE OF COST	\$81,000.00	\$ 0.00	\$ 0.00	\$81,000.00
<b>TOTAL ESTIMATED COST</b>	<b>\$404,995.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$404,995.00</b>

**DETAILED BUDGET INVOLVING NON-CONSTRUCTION:**

<b>BUDGET CATEGORIES</b>	<b>PREVIOUS ESTIMATED COST</b>	<b>ADD</b>	<b>DEDUCT</b>	<b>TOTAL ESTIMATED COST</b>
PERSONNEL	\$155,000		(\$26,691)	\$128,309
FRINGE BENEFITS	39,394		(9,918)	29,476
TRAVEL	6,000		(6,000)	
EQUIPMENT				
SUPPLIES	9,601		(6,091)	3,510
CONTRACTUAL	120,000	\$98,700		218,700
OTHER	75,000		(50,000)	25,000
<b>TOTAL DIRECT CHARGES</b>	<b>404,995</b>			<b>404,995</b>
INDIRECT CHARGES				
<b>GRAND TOTAL</b>	<b>\$404,995</b>	<b>\$98,700</b>	<b>(\$98,700)</b>	<b>\$404,995</b>

**BUDGET NARRATIVE:**

- a. The remaining available federal funds are \$129,038.
- b. Travel includes local, in state, and out-of-state. Out-of-state travel will only be for EDA authorized events only.
- c. Supplies include consumable items needed to support operations.
- d. Other includes copies, postage, software, publications and printing, advertising, marketing, forums, and town hall meetings.

AI-27481

9. A.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Renan Ramirez

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

**CAPTION**

Facilities Management:

1. Authorization to pay the following VERIZON WIRELESS invoices 6571070983, 6596836025 and 6558158179 and any future invoices in reference to cell phone number 956-207-2805 which was omitted on AI-24253 approved through Commissioner's Court 12/07/10.

2. Authorization to continue usage through the County's membership/participation (CONTRACT: DIR-SDD-604, REQ# 196949) with awarded vendor VERIZON WIRELESS for the following:

Description:	Department:	Employee Name/Number:	Cell Phone #:	Service Plan:	Equipment Cost:
Cell Phone	Facilities Mgmt.	Joe Castillo/ 058823	956-207-2805	Nationwide Talk Small Business 10000 Mins @\$27.85 + Taxes&Fees @\$5.00 = \$32.85/mo	\$0

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1100-419-40-220-001-0-532

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available funds as of 07/13/11.

**Attachments**

Request Form

Req 196949

PO 654050/Invoices

**Form Review**

**Inbox**  
Budget & Management  
Olga Garza  
Auditor's Office

**Reviewed By**  
Merlen P. Munoz  
Olga Garza

**Date**  
07/12/2011 03:21 PM  
07/14/2011 04:09 PM  
07/15/2011 04:39 PM

Form Started By: Griselda Salazar

Started On: 07/12/2011 11:51 AM

Final Approval Date: 07/15/2011

# WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST		
<b>County Owned Wireless Device:</b> <input type="checkbox"/> Office Use or <input checked="" type="checkbox"/> Individual <input checked="" type="checkbox"/> Name Change <input type="checkbox"/> Equipment Change <input type="checkbox"/> Plan Change <input type="checkbox"/> Delete Service	<b>Wireless Data Device:</b> <input type="checkbox"/> Data Card <input type="checkbox"/> Blackberry <input type="checkbox"/> Other:	<b>Stipend:</b> <input type="checkbox"/> Cellular Telephone \$50/mo <input type="checkbox"/> Data Pad \$25/mo

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Joe Castillo Employee ID# 058823 Signature: [Signature]

Department: Facilities Mgmt Dept#: 270

Quantity: 1

Service: \$ 27.85 /mo (x) 6 months = \$167.10 Account: 1-1100-414-40-220-001-0 -532

Service: \$ 5.00 /mo (x) 6 months = \$30.00 Account: \_\_\_\_\_ -619/664

Requisition Total: 788.40 Requisition Number: 196949

**STIPEND**

(1) Employee: \_\_\_\_\_ Employee ID# \_\_\_\_\_ Signature: \_\_\_\_\_

Department: \_\_\_\_\_ Dept#: \_\_\_\_\_

Quantity: \_\_\_\_\_

Service: \$ \_\_\_\_\_ /mo (x) \_\_\_\_\_ months = \_\_\_\_\_ Account: \_\_\_\_\_ -532

Total: \_\_\_\_\_

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

[Signature] Pick Sunday 13 June 2011

Signature Print Name Date

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

[Signature] Valde Guerra 6/15/11

Signature Print Name Date

**(4) IT DEPARTMENT ONLY:**

Service Type Codes: \_\_\_\_\_

Commissioner's Court Action: \_\_\_\_\_ Commissioner's Court Date: 7/19/11

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/govt/fslg/article/0,,id=167154,00.html>, EXAMPLE 2.

# Requisition

Req # 00196949

PO #

Date: 06/07/11

Bill To: X  
X

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

Ship To: FACILITIES MANAGEMENT DEPARTMENT  
3100 S. BUSINESS HWY 281  
EDINBURG TX 78539

Contact: NORMA KALIFA  
956-289-7850

Contract No: DIR-SDD-604

Special Instructions:  
REQ#548

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		DIR-SDD-604 DO NOT DUPLICATE ORDER NATIONWIDE TALK SMALL BUSINESS 1000 MINS BEGINNING JUNE THRU DECEMBER 2011		.00
6.00	MONTH	JOE CASTILLO 956-207-2805	27.85	167.10
6.00	MONTH	TAXES AND FEES APPLY-(JOE CASTILLO)	5.00	30.00
6.00	MONTH	BRAULIO GAYTAN 956- 515-8624	27.85	167.10
6.00	MONTH	TAXES AND FEES APPLY-(BRAULIO GAYTAN)	5.00	30.00
6.00	MONTH	FERNANDO MARTINEZ 956- 289-0197	27.85	167.10
6.00	MONTH	TAXES AND FEES APPLY-(FERNANDO MARTINEZ)	5.00	30.00
6.00	MONTH	ROGELIO SALINAS 956-239-0055	27.85	167.10
6.00	MONTH	TAXES AND FEES APPLY-(ROGELIO SALINAS)	5.00	30.00
		Account No	Encumbrance	
		1-1100-419-40-220-001-0-532	788.40	
			Freight	.00
			Total	788.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_



# Purchase Order COUNTY OF HIDALGO

PO#: 654050

DATE: 03/08/11

Page No 1 Of 2  
Needed 03-03-11

VENDOR: 287024

REQ:00191203

Email:

Phone: (800) 922-0204

VERIZON WIRELESS

P.O. BOX 660108

DALLAS TX 75266-0108

Vendor Acct:

BUYER:

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT

3100 S. BUSINESS HWY 281

EDINBURG TX 78539

# COPY

CONTACT:

SITE: FACILITIES MANAGEMENT

Contract No: DIR-SDD-604

Special Instructions:

REQ 213

### 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		
		DIR -SDD-604		
		APPROVED THROUGH CC CONSENT AGENDA 12/7/2010		
1		NATIONWIDE TALK SMALL BUSINESS 1000 MINS BEGINNING JAN-- DEC 2011	.00	.00
12	MONTH	CO DOMINGO VILLALPANDO 207-2765	27.85	334.20
12	MONTH	CO OFFICE PHONE 239-0055	27.85	334.20
12	MONTH	CO SAUL RAMOS 515-9713	27.85	334.20
12	MONTH	CO DAVID PERALEZ 515-8624	27.85	334.20
12	MONTH	CO MARIO MONTEZ 207-9678	27.85	334.20
12	MONTH	CO RICHARD SUNDAY 457-6116	27.85	334.20
12	MONTH	CO SILVESTRE RUBIO 292-8567	27.85	334.20
12	MONTH	CO SEFERINO GARZA 292-8367	27.85	334.20
12	MONTH	CO DANNY GUERRA 292-5349	27.85	334.20
12	MONTH	CO JAVIER PALACIOS 289-0687	27.85	334.20
12	MONTH	CO JAVIER ADAME 289-0685	27.85	334.20
12	MONTH	CO ARTURO ROBLES 289-0673	27.85	334.20
12	MONTH	CO PABLO HERRERA 289-0622	27.85	334.20
12	MONTH	CO JOE CHAVARRIA 289-0240	27.85	334.20
12	MONTH	CO NOE GARCIA 289-0210	27.85	334.20
12	MONTH	CO REYNALDO GARCIA 289-0197	27.85	334.20
12	MONTH	CO IRENE CANTU 239-1950	27.85	334.20
12	MONTH	CO JUAN RAZO 239-1946	27.85	334.20
12	MONTH	CO DANIEL FLORES 239-1942	27.85	334.20
12	MONTH	CO ADRIAN GUERRA 207-9257	27.85	334.20
12	MONTH	CO MIGUEL (MIKE) CRUZ 207-2886	27.85	334.20
12	MONTH	CO JOE CASTILLO 207-2805	27.85	334.20
12	MONTH	CO DAVID MARTINEZ 207-2582	27.85	334.20

Authorized by:

*Martina L. Salazar*



# Purchase Order COUNTY OF HIDALGO

PO#: 654050

DATE: 03/08/11

Page No 2 Of 2  
Needed 03-03-11

VENDOR: 287024

REQ:00191203

Email:

Phone: (800) 922-0204

VERIZON WIRELESS

P.O. BOX 660108

DALLAS TX 75266-0108

Vendor Acct:

BUYER:

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT  
3100 S. BUSINESS HWY 281  
EDINBURG TX 78539

CONTACT:

SITE: FACILITIES MANAGEMENT

Contract No: DIR-SDD-604

Special Instructions:

REQ 213

**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
12	MONTH	CO MANUEL GARCIA 207-2523	27.85	334.20
2	MONTH	CO (GPS) FILED FORCE MANAGER LIMITED ( 2 PHONES) WILL BE ROTATING CELL PHONES	19.99	39.98
1	EACH	CO TAXES AND FEES APPLY @ 5.00X24 employees for 12 months	1,440.00	1,440.00
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				
Total				9,500.78
*****				
For Hidalgo County use only				
1-1100-419-40-220-001-0-532				9,500.78
Approved _____				

Authorized by: Martín L. Salazar

Invoice Number

6558158179

30000145 06 SP 1730 1SNGLP T2 4 1323 73539-967000 1 4 E CNTX2305



CO OF HIDALGO FACILITIES MGMT  
ALMA YBARRA  
3100 S BUSINESS 281  
EDINBURG, TX 78539-9670

Previous Balance (see back for details)	\$2,585.16
No Payment Received	\$ .00
<b>Balance Forward Due Immediately</b>	<b>\$2,585.16</b>
Monthly Access Charges	\$989.68
Usage Charges	
Voice	\$1.25
Messaging	\$ .51
Data	\$7.96
Verizon Wireless' Surcharges and Other Charges & Credits	\$27.39
Taxes, Governmental Surcharges & Fees	\$12.00
<b>Total Current Charges Due by April 18, 2011</b>	<b>\$1,038.79</b>

COPY

**Change To Your Service**  
Thank you for your wireless business. You recently made a change to your service. Your new bill will reflect usage from your last bill and service adjustments resulting from the plan/feature change.

COPY

**Total Amount Due**

7-1100-419-40-220-001-0-532 **\$3,623.95**  
# 962.81 P.O. 654050

Hidalgo Cty Facilities Mgmt

Ybarra 3/23/11 [Signature]

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless

Pay on the Web

Questions:

#PMT (#766)

At vzw.com/mybusinessaccount

1 800 922 0204 or 1 811 from your wireless

VE



Bill Date

March 23, 2011

Account Number

822603189-00013

Invoice Number

6558158179

CO OF HIDALGO FACILITIES MGMT  
ALMA YBARRA  
3100 S BUSINESS 281  
EDINBURG, TX 78539-9670

**Total Amount Due**

Make check payable to Verizon Wireless.  
Please return this remit slip with payment

**\$3,623.95**

\$ ,  .

PO BOX 660108  
DALLAS, TX 75266-0108



Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

6558158179010822603189000130001038790003623959

# Summary for Joe Castillo: 956-207-2805

**Nationwide Talk Share 15000**  
\$9.99 monthly access charge  
\$ .25 per minute

**Monthly Access Charges**

Nationwide Talk Share 15000 Add'l Line 03/24 - 04/23 9.99  
**\$9.99**

**Friends & Family**

**Pay As You Use Megabyte Data**  
\$1.99 per megabyte

Voice	Allowance	Used	Billable	Cost
SharePlan	minutes --	14	--	--
Mobile to Mobile	minutes unlimited	38	--	--
<b>Total Voice</b>				<b>\$ .00</b>

**M2M National Unlimited**  
Unlimited monthly Mobile to Mobile

**Total Usage Charges**

**\$ .00**

**UNL Night & Weekend Min**  
Unlimited monthly OFFPEAK

**Verizon Wireless' Surcharges**

Fed Universal Service Charge 31  
**\$ .31**

have all the details about your bill, including details about your usage and charges, visit [verizon.com/bill](#)

**Taxes, Governmental Surcharges and Fees**

TX State 911 Fee 50  
**\$ .50**

**Total Current Charges for 956-207-2805**

**\$10.80**

P.O. BOX 105378  
ATLANTA, GA 30348

Manage Your Account & View Your Usage Details

Account Number

Date Due

At [vzw.com/mybusinessaccount](http://vzw.com/mybusinessaccount)

822603189-00013

Past Due

Invoice Number

6596836025

30000130 06 SP 1.860 \*\*SNGLP T2 3 1823 78539-967000 1 4 E CNTX2305



CO OF HIDALGO FACILITIES MGMT  
ALMA YBARRA  
3100 S BUSINESS 281  
EDINBURG, TX 78539-9670

### Quick Bill Summary

June 23, 2011

Previous Balance (see back for details)	\$3,113.76
Payment - Thank You	-\$1,027.99
<b>Balance Forward Due Immediately</b>	<b>\$2,085.77</b>
Monthly Access Charges	\$979.69
Usage Charges	
Voice	\$0.00
Messaging	\$54.47
Data	\$0.00
Roaming	\$2.10
Verizon Wireless' Surcharges and Other Charges & Credits	\$25.98
Taxes, Governmental Surcharges & Fees	\$11.50
<b>Total Current Charges Due by July 18, 2011</b>	<b>\$1,073.74</b>

# COPY

*\$1,073.74*

*PO 654 050*

*1-1100-49-40-220-001-0-532*

*Hidalgo Facilities Mgmt*

*Thomas 6-23-11*

**Total Amount Due**

**\$3,159.51**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

<b>Pay from Wireless</b> #PMT (#768)	<b>Pay on the Web</b> At <a href="http://vzw.com/mybusinessaccount">vzw.com/mybusinessaccount</a>	<b>Questions:</b> 1 800.922.0204 or *611 from your wireless
---	--	--

VE



Bill Date: June 23, 2011  
Account Number: 822603189-00013  
Invoice Number: 6596836025

CO OF HIDALGO FACILITIES MGMT  
ALMA YBARRA  
3100 S BUSINESS 281  
EDINBURG, TX 78539-9670

### Total Amount Due

Make check payable to Verizon Wireless.  
Please return this remit slip with payment.

**\$3,159.51**

# COPY

\$  ,    .

PO BOX 660108  
DALLAS, TX 75266-0108



Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

6596836025010822603189000130001073740003159519



P.O. BOX 105378  
ATLANTA, GA 30348

Manage Your Account & View Your Usage Details	Account Number	Date Due
At <a href="http://vzw.com/mybusinessaccount">vzw.com/mybusinessaccount</a>	822603189-00013	Past Due
	Invoice Number	6571070983

### Quick Bill Summary

Mar 24 - Apr 23

#### KEYLINE



CO OF HIDALGO FACILITIES MGMT  
ALMA YBARRA  
3100 S BUSINESS 281  
EDINBURG, TX 78539-9670

Previous Balance (see back for details)	\$3,623.95
Payments - Thank You	-\$2,630.16
<b>Balance Forward Due Immediately</b>	<b>\$993.79</b>
Monthly Access Charges	\$976.15
Usage Charges	
Voice	\$1.25
Messaging	\$23.47
Data	\$ .00
Verizon Wireless' Surcharges and Other Charges & Credits	\$25.91
Taxes, Governmental Surcharges & Fees	\$11.50
<b>Total Current Charges Due by May 18, 2011</b>	<b>\$1,038.28</b>

**Total Amount Due**

**\$2,032.07**

P.O. 654050  
1-1100-419-40-220-001-0-532

# 1,038.28

GOOD SERVICES RECEIVED  
Hidalgo Co. Facilities Mgmt

VOICE RECEIVED  
4-23-11

# COPY

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At <a href="http://vzw.com/mybusinessaccount">vzw.com/mybusinessaccount</a>	1.800.922.0204 or *611 from your wireless

VE

Bill Date: April 23, 2011  
Account Number: 822603189-00013  
Invoice Number: 6571070983

### Total Amount Due

Make check payable to Verizon Wireless.  
Please return this remit slip with payment.

**\$2,032.07**

\$  ,    .

PO BOX 660108  
DALLAS, TX 75266-0108



Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

6571070983010822603189000130001038280002032079

# COPY

**Summary for Joe Castillo: 956-207-2805**

**Your Calling Plan**

**Nationwide Talk Share 15000**  
 \$9.99 monthly access charge  
 \$.25 per minute

**Friends & Family**

**Pay As You Use Megabyte Data**  
 \$1.99 per megabyte

**M2M National Unlimited**  
 Unlimited monthly Mobile to Mobile

**UNL Night & Weekend Min**  
 Unlimited monthly OFFPEAK

Have more questions about your charges?  
 Get details for all your Usage Charges at  
[vzw.com/mybusinessaccount](http://vzw.com/mybusinessaccount).

**Charges**

**Monthly Access Charges**

Nationwide Talk Share 15000 Add'l Line 04/24 - 05/23 9.99  
**\$9.99**

**Usage Charges**

Voice	Allowance	Used	Billable	Cost
SharePlan	minutes ---	35	---	---
Mobile to Mobile	minutes unlimited	26	---	---
Night/Weekend	minutes unlimited	3	---	---

Total Voice \$ .00

**Total Usage Charges \$ .00**

**Verizon Wireless' Surcharges**

Fed Universal Service Charge .30  
**\$ .30**

**Taxes, Governmental Surcharges and Fees**

TX State 911 Fee .50  
**\$ .50**

**Total Current Charges for 956-207-2805 \$10.79**

**Detail for Joe Castillo: 956-207-2805**

**Voice**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/24	9 49A	956-532-9294	Peak	M2MAIlow	Donna TX	Incoming CL	1	---	---	---
3/25	9 14A	956-532-9294	Peak	M2MAIlow	Edinburg TX	Incoming CL	2	---	---	---
3/25	9 33A	956-739-8418	Peak	PlanAllow	Edinburg TX	Incoming CL	3	---	---	---
3/25	12:41P	956-292-8367	Peak	M2MAIlow	Weslaco TX	Incoming CL	1	---	---	---
3/25	2 02P	Unavailable	Peak	PlanAllow	Weslaco TX	Incoming CL	1	---	---	---
3/25	2 04P	Unavailable	Peak	PlanAllow	Weslaco TX	Incoming CL	1	---	---	---
3/25	4 05P	956-739-8418	Peak	PlanAllow	Weslaco TX	Incoming CL	1	---	---	---
3/25	9 34P	877-794-3530	Off-Peak	N&W	Alamo TX	Toll-Free CL	3	---	---	---
3/28	10 47A	956-292-8367	Peak	M2MAIlow	Weslaco TX	Incoming CL	1	---	---	---
3/28	2 28P	956-292-8367	Peak	M2MAIlow	Weslaco TX	Incoming CL	1	---	---	---
3/28	2 32P	956-330-3738	Peak	PlanAllow	Weslaco TX	Incoming CL	2	---	---	---
3/28	3 33P	956-784-3540	Peak	PlanAllow	Weslaco TX	Incoming CL	2	---	---	---
3/29	9 53A	956-292-8367	Peak	M2MAIlow	Weslaco TX	Edinburg TX	2	---	---	---
3/29	11 40A	956-292-8367	Peak	M2MAIlow	Weslaco TX	Incoming CL	2	---	---	---
3/29	11 44A	956-207-2523	Peak	M2MAIlow	Weslaco TX	Edinburg TX	1	---	---	---
3/29	12 58P	956-292-8367	Peak	M2MAIlow	Weslaco TX	Incoming CL	2	---	---	---

AI-27415

10. A.

**CC REGULAR**

**Meeting Date:** 07/19/2011

**Submitted For:** Rene Guerra, Criminal District Attorney

**Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

**CAPTION**

Requesting approval to process the following invoices (claims) and authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Date	Invoice Amount	P.O.
McAllen Sports	7334	03/30/2011	\$20.00	655868
McAllen Sports	7646	05/06/2011	\$20.00	658758

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1254-412-00-270-014-0-601

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

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

**BUDGETARY IMPACT:**

Funds available as of 07/14/11, refer to P.O.(s) #655868 & 658758.

**Attachments**

McAllen Sports-Claim

**Form Review**

**Inbox**  
Budget & Management  
Sylvia Solis  
Auditor's Office

**Reviewed By**  
Merlen P. Munoz  
Sylvia Solis

**Date**  
07/06/2011 11:43 AM  
07/14/2011 09:53 AM  
07/15/2011 04:39 PM  
Started On: 07/06/2011 11:23 AM

Form Started By: Nelda Olivarez

Final Approval Date: 07/15/2011

AI-27528

11. A.

**CC REGULAR**

**Meeting Date:** 07/19/2011

**Submitted For:** Candace Armenta

**Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

**CAPTION**

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

2. Presentation of the scoring grid for the purpose of ranking by Commissioner’s Court of at least three (3) architectural firms from the county’s approved “pool” as graded and evaluated by the City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 23 (2010), City of Palmview, Parks, Recreational Facility Improvements for park improvements at Palmview Municipal Park.

FIRM	GRADE	RANK
Milnet Architectural Services	93.0 %	
Gignac & Associates	90.3 %	
Rike Ogden & Figueroa	90.0 %	

3. Authority to negotiate a professional architect service contract with the highest ranked firm of \_\_\_\_\_ for the provision of architectural services for an Urban County Program Year 23 (2010), City of Palmview, Parks, Recreational Facility Improvements for park improvements at Palmview Municipal Park.

**BACKGROUND**

The three architectural firms rated from the county’s approved “pool” are: Milnet Architectural Services, Rike Ogden & Figueroa, and Gignac & Associates for the City of Palmview Parks, Recreational Facility Improvements for park improvements at Palmview Municipal Park. Please see attached grading grid for your review.

Funds Available: \$82,000.00

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** Urban County Funds

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Urban County funds will be utilized for this project.

**Attachments**

grading grid & insurance

cert. of liability

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/13/2011 04:46 PM
Perla Lopez	Perla Lopez	07/14/2011 12:59 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Estella Webber		Started On: 07/13/2011 04:03 PM
	Final Approval Date: 07/15/2011	

**City of Palmview  
Architectural Services  
Parks, Recreational Facility Improvements  
Year 23 (2010)  
Grading-Ranking Grid**

Criteria	Milnet Architectural Services			Gignac & Associates			Rike Ogden Figueroa Alex Architects, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	25	25	25	25	25	25	25	25	25
Experience of Project Team	24	25	25	25	15	25	24	23	25
Experience/ Availability of Project Manager	20	18	20	18	18	20	19	15	20
Understanding of Project	17	15	16	20	16	15	18	10	16
Familiarity with Applicable Rules & Regulations	9	5	10	9	5	10	10	5	10
<b>TOTALS</b>	<b>95</b>	<b>88</b>	<b>96</b>	<b>97</b>	<b>79</b>	<b>95</b>	<b>96</b>	<b>78</b>	<b>96</b>
<b>AVERAGES</b>	<b>279+3=93.0</b>			<b>271+3=90.3</b>			<b>270+3=90.0</b>		
<b>RATING</b>									

# ACORD INSURANCE BINDER


DATE (MM/DD/YYYY)

05/17/2011

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

<b>AGENCY</b> Bell Insurance Group 16980 Dallas Parkway Dallas, TX 75248		<b>COMPANY</b> The Hanover Insurance Co.		<b>BINDER #</b> B11051703532	
PHONE (A/C, No, Ext): 972.581.4800 FAX (A/C, No): 972.581.4850		DATE EFFECTIVE TIME 05/25/2011 12:01		EXPIRATION DATE TIME 07/24/2011 X 12:01 AM X NOON	
CODE: AGENCY CUSTOMER ID: 00002952 SUB CODE:		X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: E02N01880949004			
<b>INSURED</b> Milnet Architectural Services, PLLC 608 South 12th Street McAllen, TX 78501		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)			

COVERAGES		LIMITS	
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC			
<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <b>X Professional Liability</b> RETRO DATE FOR CLAIMS MADE: 01/01/2000	Deductible: \$2,500 Each Claim	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$	
<b>VEHICLE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$	
<b>VEHICLE PHYSICAL DAMAGE</b> DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES COLLISION: _____ OTHER THAN COL: _____		ACTUAL CASH VALUE STATED AMOUNT \$	
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$	
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>		WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
<b>SPECIAL CONDITIONS / OTHER COVERAGES</b>		FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$	

<b>NAME &amp; ADDRESS</b>		MORTGAGEE LOSS PAYEE LOAN #	ADDITIONAL INSURED
		AUTHORIZED REPRESENTATIVE Byron Johnson/SRM 	



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: TR

DATE (MM/DD/YYYY)

07/13/11

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).

<b>PRODUCER</b> 361-884-2775 Carlisle Insurance Agency, Inc Corpus Christi Office 500 N Water Suite 900 Corpus Christi, TX 78401-0234 Scot H Oshman		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 361-884-3470 <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> GIGNA-1	
<b>INSURED</b> <b>Gignac &amp; Associates</b> 416 Starr St Corpus Christi, TX 78401		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Allstate	
		<b>INSURER B:</b> Twin City Fire Insurance Co	
		<b>INSURER C:</b> Ironshore Specialty Ins Co.	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			050810044	05/02/11	05/02/12	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	\$ included
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/OP AGG	\$
								\$
A	AUTOMOBILE LIABILITY			050810044	05/02/11	05/02/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
				\$				
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			65WBCCI0789	09/17/10	09/17/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Professional Liab			000628501	08/19/10	08/19/11	Per Claim	1,000,000
							Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ENGINEERS OR ARCHITECTS

**CERTIFICATE HOLDER**

HIDAL03

Hidalgo County  
 100 N. Clossner Blvd  
 Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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.

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.

PRODUCER: USI Southwest, Three Memorial City, 840 Gessner, Suite 600, Houston, TX 77024. CONTACT NAME, PHONE, FAX, ADDRESS, PRODUCER CUSTOMER ID #. INSURER(S) AFFORDING COVERAGE: Travelers Lloyds Insurance Comp, Travelers Indemnity Company of, Lexington Insurance Company, Charter Oak Fire Insurance Comp.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (PAC1525L22A), Automobile Liability (BA1697L03A), Umbrella Liability (XSFCUP6304Y93A), Workers Compensation and Employers' Liability (XVMPKUB5980Y110), and Professional Liability (001787990).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder included as additional insured on a primary and non contributory basis as pertains to the General Liability and Auto Liability, as required by written contract. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

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

Signature of authorized representative

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/2011

**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).**

<b>PRODUCER</b> Bell Insurance Group 4544 Post Oak Place, Suite 320 Houston, TX 77027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 713-463-4550</td> <td><b>FAX (A/C, No):</b> 713-463-4590</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2"><b>PRODUCER CUSTOMER ID #:</b></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No, Ext):</b> 713-463-4550	<b>FAX (A/C, No):</b> 713-463-4590	<b>E-MAIL ADDRESS:</b>		<b>PRODUCER CUSTOMER ID #:</b>														
<b>CONTACT NAME:</b>																						
<b>PHONE (A/C, No, Ext):</b> 713-463-4550	<b>FAX (A/C, No):</b> 713-463-4590																					
<b>E-MAIL ADDRESS:</b>																						
<b>PRODUCER CUSTOMER ID #:</b>																						
<b>INSURED</b> Milnet Architectural Services, PLLC 608 South 12th Street McAllen, TX 78501	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b></td> <td>(The) Hanover Insurance Co.</td> <td>22292</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	<b>INSURER A:</b>	(The) Hanover Insurance Co.	22292	<b>INSURER B:</b>			<b>INSURER C:</b>			<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>																				
<b>INSURER A:</b>	(The) Hanover Insurance Co.	22292																				
<b>INSURER B:</b>																						
<b>INSURER C:</b>																						
<b>INSURER D:</b>																						
<b>INSURER E:</b>																						
<b>INSURER F:</b>																						

**COVERAGES** **CERTIFICATE NUMBER:** 2011-12 Master **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																				
	<b>GENERAL LIABILITY</b>						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COMP/OP AGG	\$		\$						
EACH OCCURRENCE	\$																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$																										
MED EXP (Any one person)	\$																										
PERSONAL & ADV INJURY	\$																										
GENERAL AGGREGATE	\$																										
PRODUCTS - COMP/OP AGG	\$																										
	\$																										
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	<b>AUTOMOBILE LIABILITY</b>						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$		\$								
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	<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																										
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DEDUCTIBLE RETENTION \$						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$												
EACH OCCURRENCE	\$																										
AGGREGATE	\$																										
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	\$																										
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> Y / <input type="checkbox"/> N</td> <td><input type="checkbox"/> N / A</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td></td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td></td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td></td><td></td></tr> </table>	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / A					WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$			E.L. DISEASE - EA EMPLOYEE	\$			E.L. DISEASE - POLICY LIMIT	\$		
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		WC STATUTORY LIMITS	OTHER																								
E.L. EACH ACCIDENT	\$																										
E.L. DISEASE - EA EMPLOYEE	\$																										
E.L. DISEASE - POLICY LIMIT	\$																										
A	Professional Liability			LHD915040400	05/25/2011	05/25/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim</td><td>\$1,000,000</td></tr> <tr><td>Aggregate</td><td>\$2,000,000</td></tr> </table>	Each Claim	\$1,000,000	Aggregate	\$2,000,000																
Each Claim	\$1,000,000																										
Aggregate	\$2,000,000																										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Diocese of Brownsville 700 N Virgen de San Juan Blvd San Juan, TX 78589	<b>CANCELLATION</b> 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 Byron Johnson/SRM
--	---

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Bell Insurance Group		NAMED INSURED Milnet Architectural Services, PLLC McAllen, TX 78501	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:**  25  **FORM TITLE:** ACORD Certificate of Liability Insurance

Garage Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$

Automobile Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS

Excess/Umbrella Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
				\$

Other Liability

INSR LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A				

AI-27527

11. B.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Monica Leal

Submitted By: Estella Webber, URBAN  
COUNTY

Department: URBAN COUNTY

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**CAPTION**

Rescind action taken by County Commissioners' Court on April 12, 2011 (AI - 26131, 13.A.) authorizing to negotiate a professional service contract with R. Gutierrez Engineering Corporation for a Precinct No. 4, Parks, Recreational Facilities project under UCP FY 23 (2010) line item.

**BACKGROUND**

Due to current budgetary restraints, Precinct No. 4 is unable to proceed with the aforementioned.

---

**Attachments**

pct. letter

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/13/2011 03:58 PM
Perla Lopez	Perla Lopez	07/14/2011 09:56 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Estella Webber		Started On: 07/13/2011 03:51 PM
	Final Approval Date: 07/15/2011	

# COUNTY *of* HIDALGO

**JOSEPH PALACIOS**  
1051 N. DOOLITTLE RD.  
EDINBURG, TEXAS 78542  
OFFICE: (956) 383-3112  
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

July 13, 2011

*Mrs. Diana Serna, Director  
Hidalgo Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577*

**REF: Urban County Program Year 23  
Rescind CC action of 4/12/11 – Item 13.A.**

*Dear Diana,*

*On April 12, 2011 Commissioners' Court approved agenda item 13.A. (Authority to negotiate a professional service contract with R. Gutierrez Engineering Corporation for Precinct 4 Parks, Recreational Facilities Plan).*

*Due to current budgetary restraints we are unable to proceed with the aforementioned.*

*Please place on the next available Commissioners' Court meeting for required action.*

*Should you have any questions or require additional information, please feel free to contact me at 383-3112.*

*Sincerely,*

*Joseph Palacios, M.A.S.*  
Commissioner Joseph Palacios

AI-27491

11. C.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Lupita Garcia

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

**CAPTION**

1. Request to rescind the authority to negotiate contract with Halff Associates, the highest rated firm for the City of Donna 2007/2008 Water/Sewer Improvement project utilizing Hidalgo County Urban County Program funds. Action taken by County Commissioners' Court on March 28, 2011 (AI - 25887, 11.A.).

2. Request to negotiate a professional engineering service contract with the No. 2 or No. 3 ranked firms as necessary for an Urban County Program-City of Donna 2007/2008 Water/Sewer Improvement project.

**BACKGROUND**

Hidalgo County Urban County Program requested authority to negotiate a professional engineering service contract with the No. 1 ranked firm of Halff Associates for the provision of engineering services for an Urban County Program, City of Donna 2007/2008 Water/Sewer Improvement project on March 28, 2011. Negotiations with Halff Associates were not reached, and the City of Donna requested that Urban County Program request authority to negotiate with the second or third rated engineering firm as needed to reach a negotiated engineering firm fee.

FIRM	GRADE	RANK
Halff Associates	93.67 %	
Cruz Hogan Consultants, Inc.	92.00 %	
SAMES, Inc.	88.34 %	

**Attachments**

project

**Form Review**

**Inbox**  
Budget & Management  
Perla Lopez  
Auditor's Office

**Reviewed By**  
Merlen P. Munoz  
Perla Lopez

**Date**  
07/12/2011 04:15 PM  
07/14/2011 09:51 AM  
07/15/2011 04:39 PM  
Started On: 07/12/2011 03:27 PM

Form Started By: Estella Webber

Final Approval Date: 07/15/2011

*City of*  
**Donna**  
*The Heart of the Valley*

July 12, 2011

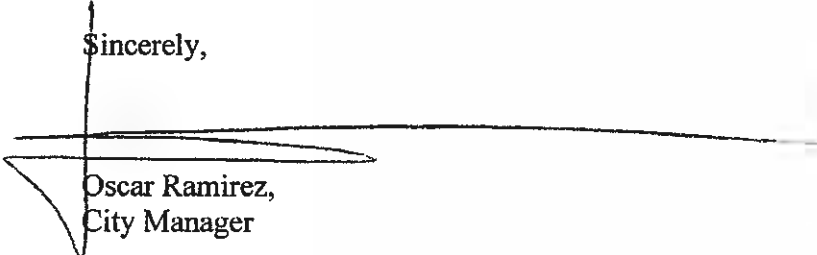
Diana R. Serna, Director  
Urban County Program  
1916 Tesoro Blvd.  
Pharr, TX 78577

Re: Water/Sewer Lines Improvements Project for FY 2010

Dear Ms. Serna,

This letter is to inform you that the City of Donna failed to negotiate a proposal with Halff and Associates for the Water/Sewer Lines Improvements Project for Fiscal Year 2010. The City of Donna received an email from Kristina Leal (Senior Project Manager, of Halff and Associates) stating that they would not be able to accept award based on engineering project cost percentage allowed by Urban County Program requirements. Therefore a decision was made by the city to decline the proposal from Halff and Associates and request that Urban County ask for approval from Hidalgo County Commissioners Court to allow the city to negotiate with the second highest rated firm (Orlando Cruz, of Cruz-Hogan Consultants, Inc.) to be the project engineer for the Water/Sewer Improvements Project.

Sincerely,



Oscar Ramirez,  
City Manager

FF/lb/OR

CC: Antonio Barco, Deputy Director  
Lupita V. Garcia, CDBG Coordinator  
Fernando Flores, Planning Director

**guadalupe.garcia**

---

**From:** Leal, Kristina [kLeal@Halff.com]  
**Sent:** Friday, June 03, 2011 1:40 PM  
**To:** fern flores  
**Cc:** Guadalupe Garcia  
**Subject:** FW: Donna Sewer Line Replacement  
**Attachments:** Donna Sewer Line Replacement.pdf

Fernando,

Attached is the proposal for the Donna Sewer Line Replacement Project. As we discussed at the meeting of May 4<sup>th</sup>, the price included in this proposal is Halff's Best and Final offer. There is no way that Halff could do this project for any less.

Please let me know if you have any questions or require any additional information.

Sincerely,

Kristina

Kristina D. Leal, P.E.  
Senior Project Manager



HALFF ASSOCIATES, INC.  
5000 West Military, Suite 100  
McAllen, Texas 78503  
Phone 956-664-0286  
Fax 956-664-0282  
www.halff.com

---

**From:** Hernandez, Kristina  
**Sent:** Thursday, April 28, 2011 3:28 PM  
**To:** 'fern flores'; 'cityofdonnacitymanager@gmail.com'  
**Cc:** 'Martha Alvarado'; 'Guadalupe Garcia'  
**Subject:** Donna Sewer Line Replacement

Dear Oscar and Fernando,

Attached is our proposal to do the sewer line replacement project located between Main Street and 8<sup>th</sup> Street and Fordyce Ave and Escobar Ave. Please feel free to contact me if you have any questions.

Sincerely,

Kristina

Kristina D. Leal, P.E.  
Senior Project Manager



HALFF ASSOCIATES, INC.  
5000 West Military, Suite 100  
McAllen, Texas 78503  
Phone 956-664-0286  
Fax 956-664-0282  
www.halff.com

AI-27490

11. D.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Frank Martinez

Submitted By: Estella Webber, URBAN  
COUNTY

Department: URBAN COUNTY

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**CAPTION**

The Urban County Program is requesting the County's authorization for Ms. Diana Serna, UCP Director to draw from an existing \$500,000 Line of Credit with First National Bank of Edinburg to pay for expenses for the Colonia Construction Grant.

**BACKGROUND**

The Line of Credit renewal was approved by Commissioners' Court on June 28, 2011. The purpose of the Line of Credit is to help finance the cost of construction and general administration expenses prior to reimbursement from the Texas Department of Housing and Community Affairs and/or Texas Department of Rural Affairs. (See Resolution attached)

---

**Attachments**

resolution

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/12/2011 03:42 PM
Perla Lopez	Perla Lopez	07/14/2011 08:33 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Estella Webber		Started On: 07/12/2011 03:22 PM
	Final Approval Date: 07/15/2011	

**RESOLUTION RENEWING A LINE OF CREDIT**

**WHEREAS**, Hidalgo County Urban County Program has been awarded grants from the Texas Department of Housing and Community Affairs (TDHCA), Texas Department of Rural Affairs (TDRA), and from the U.S. Department of Housing and Urban Development (HUD);

**WHEREAS**, there is a need to renew an existing line of credit in the amount of \$500,000.00 for the purposes related to the administration and on-going business of these programs; and

**WHEREAS**, any amounts obtained from the line of credit will be re-paid directly from the corresponding TDHCA, TDRA or HUD programs.

**THEREFORE, BE IT RESOLVED** by the Commissioners' Court of Hidalgo County that Ms. Diana Serna, Urban County Program Director is authorized to draw from the Line of Credit with the First National Bank of Edinburg, Texas.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
*County Judge*

**Attest:**

\_\_\_\_\_  
*County Clerk*

AI-27477

11. E.

**CC REGULAR**

**Meeting Date:** 07/19/2011

**Submitted For:** Monica Leal

**Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

**CAPTION**

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for construction material testing services.
2. Presentation of the scoring grid for the purposes of ranking by County Commissioner's Court of at least three (3) testing firms from the County's approved "pool" as graded and evaluated by the City of Alton, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 22 & 23 (2009, 2010) Alton - Street Improvements.

FIRM	GRADE	RANK
Terracon	91.67 %	
Millennium Engineers Group, Inc.	89 %	
Earth Co.	82.67 %	

3. Authority to negotiate a professional service contract with the No. 1 ranked firm \_\_\_\_\_ for an Urban County Program - City of Alton - Street Improvements project.

**BACKGROUND**

The three firms rated from the County's approved "pool" are Terracon, Millennium Engineers Group, Inc. and Earth Co. for the Street Improvements project. Attached see grading grid for your review.

Funds Available:	
2009	\$ 80,893.69
2010	\$249,727.00
Total:	\$330,620.69

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** Urban County Funds

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Urban County funds will be utilized for this project.

**Attachments**

**Grid & Letter**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/12/2011 11:36 AM
Perla Lopez	Perla Lopez	07/13/2011 10:17 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Estella Webber		Started On: 07/12/2011 09:54 AM
	Final Approval Date: 07/15/2011	

**City of Alton**  
**Construction Material Testing Services**  
**Street Improvements**  
**Years 22 & 23 (2009 & 2010)**  
**Grading-Ranking Grid**

Criteria	Terracon			Millennium Engineers Group, Inc.			Earth Co.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	25	20	25	21	23	25	21	17	25
Experience of Project Team	20	15	20	16	20	19	16	18	16
Experience/ Availability of Project Manager	16	20	20	16	16	20	16	15	18
Understanding of Project	25	25	23	25	25	18	25	25	16
Familiarity with Applicable Rules & Regulations	5	10	6	5	10	8	5	10	5
<b>TOTALS</b>	<b>91</b>	<b>90</b>	<b>94</b>	<b>83</b>	<b>94</b>	<b>90</b>	<b>83</b>	<b>85</b>	<b>80</b>
<b>AVERAGES</b>	$275 \div 3 = 91.67\%$			$267 \div 3 = 89\%$			$248 \div 3 = 82.67\%$		
<b>RATING</b>									



**The City of Alton**  
509 South Alton Blvd. Alton, Texas 78573-1196  
Office (956) 432-0760. Fax (956) 432-0766

---

June 8, 2011


Ms. Monica Leal,  
UC Project Coordinator  
Urban County Program  
1916 Tessoro Bld  
Pharr, Texas 78577

Dear Ms. Leal:

Grading on the three selected Testing Firms has been completed by the City. Millennium Engineering Group, Inc, Earth Co., and Terracon were the three firm's grade for the Street Improvements Project. Enclosed are the grading sheets for the aforementioned firms.

Thanks you for all your support. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760.

Sincerely,



Steve Pena  
Assistant City Manager

CC: Diana Serna, UC Director  
Tony Barco, UC Program Manager  
Jorge Arcaute, City Manager

9  
Ar

AI-27476

12. A.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Yvonne Ramon

Submitted By: Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

**CAPTION**

Presentation and approval of travel claims with authority for County Treasurer to issue payment/check after Auditor's processing procedures are completed for the following:

<b><u>Employee/ Charges</u></b>	<b><u>Amount</u></b>
Alvarez, Melissa	\$69.00
Garcia, Joaquin	\$69.00
Citibank/ La Quinta Inn	\$107.41
Gas charges	\$74.01

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1100-414-00-130-001-0-583/626

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

**BUDGETARY IMPACT:**

Available balances as of 07/13/11

**Attachments**

Travel Claim

**Form Review**

<b><u>Inbox</u></b>	<b><u>Reviewed By</u></b>	<b><u>Date</u></b>
Yvonne Ramon	Yvonne Ramon	07/13/2011 04:44 PM
Budget & Management	Merlen P. Munoz	07/13/2011 04:45 PM
Roland Garcia	Rolando Garcia	07/14/2011 08:47 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Veronica Lopez		Started On: 07/12/2011 09:52 AM
	Final Approval Date: 07/15/2011	



# Purchase Order COUNTY OF HIDALGO

PO#: 660003

DATE: 07/01/11

VENDOR: 351857

REQ:00198422

Page No 1 OF 1

Phone:

Email:

GARCIA, JOAQUIN  
C/O ELECTIONS DEPARTMENT

BUYER: MESPARRA  
SHIP TO: ELECTIONS

101 S. 10TH AVENUE  
EDINBURG TX 78539

Vendor Acct:

CONTACT:

Special Instructions:

SITE: ELECTIONS

Contract No:

### VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS. UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	LOT	DO NOT DUPLICATE ORDER  EX Meals for Joaquin Garcia who will be attending the ES&S/Scyt1 Meeting for the EASE project that will be held in San Antonio, TX on July 5, 2011-July6, 2011  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233  ***** Total ***** For Hidalgo County use only 1-1100-414-00-130-001-0-583 69.00  Approved -----	69.00	69.00

Authorized by:

*Maria S. Salazar*



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

EMPLOYEE NAME: Joaquin Garcia DEPARTMENT: Elections

TRAVEL TO CITY: San Antonio STATE: Texas

DEPARTURE DATE: 7/5/2011 RETURN DATE: 7/9/2011

TIME OF DEPARTURE: 12:00 PM TIME OF RETURN: 8:00 PM

PURPOSE OF TRIP: To attend The Election Center Special Workshop Seminar in Indianapolis, Indiana.

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

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR					TOTALS	
	MONTH/DAY	MONTH/DAY	MONTH/DAY	MONTH/DAY	MONTH/DAY		
Airfare / Bus / Train	7/5	7/6	7/7	7/8	7/9	7/10	
Car Rental							\$
Gasoline for Car Rental							
Personal Car Mileage							
ODOMETER READINGS:	Beginning Mileage:	Ending Mileage:		TOTAL MILEAGE:		MILEAGE RATE:	0.51

NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of-way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

Hotel (Excluding Meals)							
Parking / Tolls							
Taxi and Other Ground Transportation							
Telephone							
Registration Fees							
MEALS (based upon actual charges)							
Type of Travel (In State =1 / Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2	1	1					
Breakfast (\$9 per diem)			9.00				
Lunch (\$12 per diem)		12.00		12.00			
Dinner (\$18 per diem)		18.00					
Total Actual Meal Expense		30.00		21.00			
Total Allowable Meal Expense per County Policy (County Employee)		30.00		39.00			69.00
Other (Please explain below):							

Explanation Notes:  
 I. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.  
 (ie. Airfare, Hotel accommodations, Car Rental, Registration)

Expense Type	Check No./ P.O. No.	Amount	TOTAL FROM T-4 CONTINUATION FORM	
Payee Name			TOTAL ALLOWABLE EXPENDITURES	\$ 69.00
			AMOUNTS ADVANCED TO EMPLOYEE ON:	
			TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD	
			NOT ADVANCED TO EMPLOYEE	
			REMIT TO ME	\$ 69.00
			REMITTED TO COUNTY TREASURER ON	
Total		\$	TREASURER RECEIPT NO.	\$ 0.00

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

EMPLOYEE SIGNATURE: [Signature] DATE: 7/11/11

APPROVED FOR PAYMENT BY: [Signature] DEPARTMENT HEAD

APPROVED BY: [Signature] DIVISION DIRECTOR/SUPERVISOR

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

1-1-100-414-00-130-001-0-583 GENERAL LEDGER ACCOUNT NUMBER

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

The County Line on the River  
#104 - 111 West Crockett S  
San Antonio, TX 78201  
(210) 229-1941  
www.countyline.com

Mi Tierra Cafe y Panaderia  
218 Produce Row  
San Antonio, TX 78207

Pre-Auth Ter  
MC \*\*\*\*\* 5479

Server: LINDA DOB: 07/06/2011  
08:17 AM 07/06/2011  
Table 310/3 16/160002

Auth:525534 Ref: 48880  
Tb1:23  
Date:7/6/2011 Time:1:15  
Invoice:7837604 Name:Sandy  
Approved

SALE

Amount: 26.02

M/C 3145754  
Card #XXXXXXXXXXXX5479  
Magnetic card present: GARCIA JOAQUIN R  
Card Entry Method: S

Tip: \_\_\_\_\_  
Total: \_\_\_\_\_

Approval: 409918

cardholder agrees to pay issuer  
in accordance with issuer's a  
with cardholder.

Amount: \$ 7.19  
+ Tip: \_\_\_\_\_  
= Total: \_\_\_\_\_

Signature  
JOAQUIN R GARCIA

I agree to pay the above  
total amount according to the  
card issuer agreement.

X \_\_\_\_\_

The Cortez Family  
and Staff Thank you for  
your visit!  
P A Y Y O U R S E R V E R

GUEST COPY



Purchase Order  
COUNTY OF HIDALGO

PO#: 659998

DATE: 07/01/11

Page No 1 OF 1

VENDOR: 304638

REQ:00198436

Email:

Phone:

ALVAREZ, MELISSA  
C/O ELECTION'S DEPT

BUYER: MESPARRZA

SHIP TO: ELECTIONS

101 S. 10TH AVENUE  
EDINBURG TX 78539

Vendor Acctt:

CONTACT:

Special Instructions:

SITE: ELECTIONS

Contract No:

**VENDOR NOTES**

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	LOT	DO NOT DUPLICATE ORDER  EX Meals for Melissa Alvarez who will be attending the ES&S/Scytl Meeting for the EASE project in San Antonio, TX on July 5, 2011- July 6, 2011  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233  ***** For Hidalgo County use only 1-1100-414-00-130-001-0-583  Approved -----	69.00	69.00
		Total		69.00

Authorized by:

*Marta S. Salazar*



# HIDALGO COUNTY, TEXAS

## OUT - OF - COUNTY FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME: Melissa Alvarez DEPARTMENT: Elections

TRAVEL TO CITY: San Antonio STATE: Texas

DEPARTURE DATE: 7/5/2011 RETURN DATE: 7/6/2011

TIME OF DEPARTURE: 12:00 PM TIME OF RETURN: 8:00 PM

PURPOSE OF TRIP: To attend The Election Center Special Workshop Seminar in Indianapolis, Indiana.

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

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR				TOTALS		
	MONTH/DAV	MONTH/DAV	MONTH/DAV	MONTH/DAV			
Airline / Bus / Train	7/5	7/6	7/7	7/8	7/9	7/10	
Car Rental							\$
Gasoline for Car Rental							
Personal Car Mileage							
ODOMETER READINGS:	Beginning Mileage:	74.01	Ending Mileage:		TOTAL MILEAGE:	(MILEAGE RATE)	74.01
						0.51	

NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of-way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

Hotel (Excluding Meals)	107.41						107.41
Parking / Tolls							
Taxi and Other Ground Transportation							
Telephone							
Registration Fees							
MEALS (based upon actual charges)							
Type of Travel (In State = 1 / Out of State = 2)	1						
With Receipts = 1 / Without Receipts = 2	1		1				
Breakfast (\$9 per diem)			9.00				
Lunch (\$12 per diem)		12.00		12.00			
Dinner (\$18 per diem)		18.00					
Total Actual Meal Expense		30.00		21.00			
Total Allowable Meal Expense per County Policy (County Employee)		30.00		39.00			69.00
Other (Please explain below):							

Explanation Notes:  
 K. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.  
 (La. Airfare, Hotel accommodations, Car Rentals, Registration)

Expense Name	Expense Type	Check No./PO. No.	Amount	TOTAL FROM T-4 CONTINUATION FORM
La Quinta Inn San Antonio Market Square	hotel	69067	\$ 107.41	\$ 250.42
County Vehicle	gas	CTY-TMG	\$ 74.01	
TOTAL ALLOWABLE EXPENDITURES				\$ 250.42
AMOUNTS ADVANCED TO EMPLOYEE ON:				
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE				181.42
REMIT TO ME				\$ 69.00
REMITTED TO COUNTY TREASURER ON				
TOTAL				\$ 181.42
TREASURER RECEIPT NO.				\$ 0.00

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

EMPLOYEE SIGNATURE: [Signature] DATE: 7-12-11

APPROVED FOR PAYMENT BY: [Signature] DEPARTMENT HEAD

APPROVED BY: [Signature] DIVISION DIRECTOR/SUPERVISOR

1-1100-414-00-130-001-0-583 GENERAL LEDGER ACCOUNT NUMBER

DATE: \_\_\_\_\_



07/05/11 11:41 AM  
Cust 1  
Cashier 52 Aracely  
\*\*\*\*\*

STRIPES #2157  
1900 IH N37

1 3 Tacos Combo #10 4.99  
add 1 TACO 0.69  
Coca Cola  
1 SM Oreo Bliz 2.89  
ice cream later

TP48568151-001 PCC 2157  
1800 N HWY 37  
GEORGE WEST TX 78022

Taxable: 8.57  
Sub-total: 8.57  
Sales Tax: 0.71

Total Due: 9.28

Credit Card: Amount Due: 9.28  
0.00

Descr.	qty
CORNNUTS CHILE P	1
MARS SNICKER BAR	1
MARS M M PEANUT	1
DASANI NR SINGLE	1

Sub Total  
TOTAL Tax

Try Our New Tasty  
Tacos Today!!!

CASH \$  
Change \$  
AG  
THANKS, COME  
REG# 0002 CSH# 017 DR# 01 TF  
07/05/11 15:03:13

Blizzard of the month  
Brownie Batter Blizzard!!!

07/05/2011  
6:29 PM  
50043  
0.00  
11.99  
11.99  
0.97  
12.96  
12.96  
0.00

SPAGHETTI WAREHOUSE  
1226 East Houston St.  
San Antonio, TX 78205  
210 299-1114

Server: RICHARD  
Fast Close/1  
Guests: 1  
WATER  
CHICKEN ALFREDO  
Bowl Wedding  
Subtotal  
Tax  
Total  
MC #XXXXXXXXXXXX4316  
Auth:036868  
Balance Due

Monday is \$1.99 Kid's Menu  
Meal with purchase of an  
Adult Meal

## Melanie Esparza

---

**From:** Joaquin Garcia [joaquin.garcia@co.hidalgo.tx.us]  
**Sent:** Thursday, June 30, 2011 3:59 PM  
**To:** melanie.esparza@co.hidalgo.tx.us  
**Cc:** 'Melissa Alvarez'; 'Yvonne Ramon'  
**Subject:** FW: Bexar County Demonstration  
**Importance:** High  
**Attachments:** image001.png; ESS BALLOTsafe KrSL.ppt; ESS\_BALLOTsafe\_5-11.pdf

Will this work Melanie?

---

**From:** Ingrid Giordano [mailto:ingrid.giordano@scyt1.com]  
**Sent:** Thursday, June 30, 2011 3:55 PM  
**To:** joaquin.garcia@co.hidalgo.tx.us; mrwhite@essvote.com  
**Subject:** RE: Bexar County Demonstration  
**Importance:** High

Joaquin,

Thank you for taking the time today to visit with me and discuss the ES&S/Scyt offerings for the EASE project. I hope that it covered some key topics and features that are of interest to you. Per your request, I have attached a copy of the demonstration along with a link to the live demo site with credentials so that you can look at it at your convenience. I have attached a copy of the demonstration along with a link to the live demo site with credentials so that you can look at it at your convenience.

<https://pre.secureballotusa.com/diaspora/login.action>  
Select Washington, Florida or Texas  
The credentials for WA are as follows: Sarah Abbott 7/16/1981  
The credentials for FL are as follows: voter1@okaloosa.com/voter123  
The credentials for TX are as follows: Alan Abbey 11/2/1954

As I mentioned on the call, we would be pleased to send to you a grant request template should it be a benefit to you and if the partnership with ES&S and Scyt is appealing to you.

The meeting in Bexar County will be in Jacque's office at 203 West Nueva Street in San Antonio (unless that changes for some reason — Mark, please keep us informed). The meeting is scheduled for 9:00 am on July 6<sup>th</sup>. I hope to meet you in person here!

I look forward to talking with you further if I can be of assistance and I am happy to share information that will be of use to you in this process. ES&S/Scyt would like very much to earn the honor of being your solutions provider for the EASE project.

Ingrid R. Giordano  
Regional Sales Manager  
Scyt1USA, Secure Electronic Voting

6/30/2011

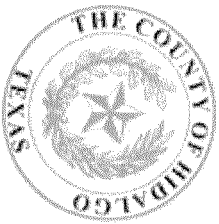
Phone: 214-642-6293

---

**From:** Joaquin Garcia [mailto:joaquin.garcia@co.hidalgo.tx.us]  
**Sent:** Thursday, June 30, 2011 4:41 PM  
**To:** mrwhite@essvote.com  
**Cc:** ingrid.giordano@scytl.com  
**Subject:** Bexar County Demonstration

Hello Mark,

Ingrid let us know about the demonstration you will be having in Bexar County. We would like to drive up and view it if possible. Please let us know the details. I will be calling Bexar County as well.



Elections Systems Manager  
Hidalgo County Elections Department  
Phone: (956) 292 – 7702  
Fax: (956) 393 – 2039  
Web: <http://co.hidalgo.tx.us/elections>

6/30/2011

# Election Systems & Software

MAINTAINING VOTER CONFIDENCE. ENHANCING THE VOTING EXPERIENCE.



## PRODUCT OVERVIEW

# ES&S **BALLOTSafe**™

Powered By Scytl

## Secure ballot delivery and on-screen marking for overseas voters

**BALLOTSafe** is a fully compliant MOVE Act ballot delivery and on-screen marking system which provides overseas voters with the ability to quickly and accurately obtain their ballots, ensuring their opportunity to participate in the election. **BALLOTSafe** allows voters to have control over their ballot and track their election materials. Using **BALLOTSafe** improves overseas participation levels and reduces processing errors, saving time and money.

### Key Features and Benefits

#### Intelligent Ballot Delivery

Allows for either authenticated or anonymous voter access and ensures accurate ballot delivery based on district/precinct relationships.

#### Easy-to-Use On-screen Marking

Provides voters with the ability to accurately and quickly mark their ballots on-screen through a secure ballot marking wizard which prevents common voter mistakes such as over-votes.

#### Return and Tracking Information

Depending on state laws, the system provides all return materials and pre-populated forms which ensure proper return and allow for the tracking of election information by voters.

#### Administrative Control and Improved Processes

Robust administrative control tools provide levels of control for improved election and voter management, operational efficiencies for the overseas voting process, and reduces time delays and costs.



### WHY ES&S?

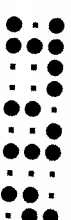
At Election Systems & Software, we recognize the incredible responsibility we have to voters and election administrators. As a result, **Maintaining Voter Confidence, and Enhancing the Voting Experience**® is our core mission as a company.

With over 30 years of experience supporting thousands of elections varying in size and complexity, our staff is intimately familiar with the needs of our customers and the most important aspects of their elections.

ES&S continually develops new technology to meet emerging requirements and deliver ever-improving voting solutions.

**BALLOTSafe** is the result of an alliance between ES&S and Scytl, a worldwide leader in the development of secure electoral modernization solutions.

Powered By  
**Scytl**



LA QUINTA.  
INNS & SUITES

San Antonio Market Square  
*Guest Parking Permit*

Key Code #: 127202

Arrival Date: 7/5

Departure Date: 7/6

La Quinta Inn & Suites assumes no liability for fire, damage or theft in any case. In addition, this includes any articles left in the vehicle. In no event will we assume liability for damage or injury while vehicle is parked on the premises.



Purchase Order  
COUNTY OF HIDALGO

PO#: 660057

DATE: 07/01/11

VENDOR: 343277

REQ:00198426

Page No 1 OF 1

Phone: (888) 836-5011

Email:

BUYER: MESPARRZA

SHIP TO: ELECTIONS

CITIBANK (SOUTH DAKOTA), NA  
P.O. BOX 6125

101 S. 10TH AVENUE  
EDINBURG TX 78539

Vendor Acct: SIOUX FALLS SD 5711761

Special Instructions:

CONTACT:

SITE: ELECTIONS

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPLAY 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	NGT	DO NOT DUPLICATE ORDER		
1	NGT	EX 1 Hotel room for Melissa Alvarez at the La Quinta Inn San Antonio Market Square conf# 3136983375; she will be attending the ES&S/Scytl Meeting for the EASE project in San Antonio, TX on July 5, 2011- July 6, 2011 EX Taxes for the Hotel	92.00	92.00
1	NGT	REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	15.41	15.41
		***** Total		107.41
		***** For Hidalgo County use only 1-1100-414-00-130-001-0-583		107.41
		Approved		

Authorized by:

*Maura S. Seliger*



**LA QUINTA**  
INNS & SUITES  
900 DOLOROSA  
SAN ANTONIO, TX 78207  
210-271-0001

LA QUINTA INN SAN ANTONIO MARKET SQUARE

ALAVAREZ, MELISSA

2812 s business hwy 281  
edinburg, TX 78539

Company: TEXAS STATE RATES

Folio#: 0567127202

Room: 154

Arrival: 07/05/11

Departure: 07/06/11

Returns Club No :

Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
436033	7/5/2011	Rm: 154 TXSTAT - Texas State Employee	\$92.00	\$0.00	\$92.00
436034	7/5/2011	TAX - OCCUPANCY - CITY	\$9.89	\$0.00	\$101.89
436035	7/5/2011	TAX - OCCUPANCY - STATE	\$5.52	\$0.00	\$107.41
436100	7/6/2011	CC PMT - MASTER CARD	\$0.00	\$107.41	\$0.00
<b>Balance:</b>					<b>\$0.00</b>

Method of Pay: Credit Card: MC - ... 5648

Signature:

THANK YOU  
WE APPRECIATE YOUR BUSINESS

AI-27537

13. A.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Mingo Villarreal - Pct 3

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

---

**CAPTION**

1. Approval of Interlocal Cooperation Agreement between Hidalgo County and City of Palmhurst.
2. Approval of Interlocal Cooperation Agreement between Hidalgo County and City of Sullivan.

**BACKGROUND**

Steve Crain has the Interlocals; will forward by Thursday morning.

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding will be identified once projects are approved by CC.

---

**Attachments**

ICA - Palmhurst

ICA - Sullivan

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/13/2011 04:50 PM
Perla Lopez	Perla Lopez	07/15/2011 01:22 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Monica Badillo		Started On: 07/13/2011 04:42 PM
	Final Approval Date: 07/15/2011	

STATE OF TEXAS       §

COUNTY OF HIDALGO   §

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

THIS Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2011 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and Palmhurst, Texas hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

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

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

WHEREAS, County desires to assist City in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and County's current price of materials. County shall be solely responsible for determining the current rate for its equipment and County's cost of materials and City agrees to reimburse County for such rates and costs within thirty (30) days of receipt of invoice from County. All equipment of County must be operated at all times by County manpower. Any request for use by City of County equipment and materials shall be subject to the approval of Commissioner of Precinct 3 determining that such equipment and materials are not needed by the Commissioner for the times requested by the City.
2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall

be solely responsible for determining the current rate of its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct 3 determining that the County individuals so requested by the City are not required for projects of Precinct 3 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at their current prices to the City for such equipment and materials for the furtherance of the Work. Prior to County utilizing any City equipment or materials County shall request and receive a statement of City's current hourly rates for use of equipment and City's correct price of materials. City shall be solely responsible for determining the current rate for its equipment and City's cost of materials and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. All equipment of City must be operated at all times by City manpower. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.
4. City shall provide County with man power at the current hourly rates for individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.
5. The parties agree that all any additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.
6. The term of this Agreement shall be one (1) year with automatic renewals for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party unless terminated pursuant to numbered paragraph 9 of this Agreement.
7. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any on-going Work and before beginning any new Work.

8. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.
9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
10. **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 their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
11. **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.
12. **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 the City and County and not otherwise.
13. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
14. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or 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 City:** Palmhurst, Texas  
Attention: Ramiro J. Rodriguez, Jr., City Mayor  
4417 N. Shary Road  
Palmhurst, Texas 78573

**If to County:** Hidalgo County  
Attention: Ramon Garcia County Judge  
1615 S. Closner, Suite J  
Edinburg, Texas 78539

**With copy to:** Joe Flores, Commissioner, Precinct 3  
724 N. Breyfogle  
Mission, Texas 78574

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

15. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
17. **Assignment.** This Agreement shall not be assignable.
18. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
19. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
20. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
21. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon 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. Section 271.903.

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

**CITY OF PALMHURST, TEXAS**

\_\_\_\_\_  
Ramiro Rodriguez, Jr., Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

**HIDALGO COUNTY**


\_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By:   
\_\_\_\_\_  
Stephen L. Crain

STATE OF TEXAS           §

COUNTY OF HIDALGO   §

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

THIS Agreement is made on this the \_\_\_\_day of \_\_\_\_\_, 2011 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and Sullivan City, Texas hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

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

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

WHEREAS, County desires to assist City in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and County's current price of materials. County shall be solely responsible for determining the current rate for its equipment and County's cost of materials and City agrees to reimburse County for such rates and costs within thirty (30) days of receipt of invoice from County. All equipment of County must be operated at all times by County manpower. Any request for use by City of County equipment and materials shall be subject to the approval of Commissioner of Precinct 3 determining that such equipment and materials are not needed by the Commissioner for the times requested by the City.
2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall

be solely responsible for determining the current rate of its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct 3 determining that the County individuals so requested by the City are not required for projects of Precinct 3 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at their current prices to the City for such equipment and materials for the furtherance of the Work. Prior to County utilizing any City equipment or materials County shall request and receive a statement of City's current hourly rates for use of equipment and City's correct price of materials. City shall be solely responsible for determining the current rate for its equipment and City's cost of materials and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. All equipment of City must be operated at all times by City manpower. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.
4. City shall provide County with man power at the current hourly rates for individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.
5. The parties agree that all any additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.
6. The term of this Agreement shall be one (1) year with automatic renewals for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party unless terminated pursuant to numbered paragraph 9 of this Agreement.
7. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any on-going Work and before beginning any new Work.

8. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.
9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
10. **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 their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
11. **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.
12. **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 the City and County and not otherwise.
13. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
14. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or 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 City:** Sullivan City, Texas  
Attention: Rosendo "Cheno" Benavides City Mayor  
500 Cenizo Drive  
Sullivan City, Texas 78595

**If to County:** Hidalgo County  
Attention: Ramon Garcia County Judge  
1615 S. Closner, Suite J  
Edinburg, Texas 78539

**With copy to:** Joe Flores, Commissioner, Precinct 3  
724 N. Breyfogle  
Mission, Texas 78574

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

15. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
17. **Assignment.** This Agreement shall not be assignable.
18. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
19. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
20. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
21. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon 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. Section 271.903.

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

**SULLIVAN CITY, TEXAS**

\_\_\_\_\_  
Rosendo "Cheno" Benavides, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

**HIDALGO COUNTY**

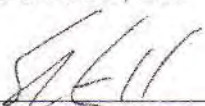
\_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By:   
\_\_\_\_\_  
Stephen L. Crain

AI-27459

14. A.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Gloria-Pct 4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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**CAPTION**

Approval to accept financial participation from developer Richard Ruppert in the amount of \$ 50,541.10 for road construction of Mile 22 1/2 North Road and Engelman Gardens Road in Lantana Acres No. 7

**BACKGROUND**

Pct. #4 will provide labor and equipment

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

To accept Financial participation from developer \$50,541.10 for road construction of Mile 22 1/2 North Road and Engleman Gardens Road in Lantana Acres No. 7

Pct #4 will provide Labor and Equipment.

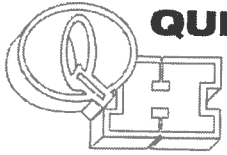
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**Attachments**

letters from engineer and pct

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	07/11/2011 11:06 AM
Manuel Chapa	Manuel Chapa	07/14/2011 10:29 AM
Auditor's Office	Angela Garcia	07/15/2011 04:39 PM
Form Started By: Monica Badillo		Started On: 07/11/2011 10:13 AM
	Final Approval Date: 07/15/2011	



# QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

**Consulting Engineers ★ Land Surveyors**  
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.  
Engineering Firm Registration No. F-1513  
Surveying Firm Registration No. 100411-00  
Municipal & County Projects ★ Subdivisions ★ Surveys

June 14, 2011

Mr. Joseph Palacios  
County Commissioner  
Hidalgo County Pct. No.4  
1051 N. Doolittle Road  
Edinburg, Texas 78542

**Re: Mile 22 ½ North Road and Engelman Gardens Road  
Lantana Acres No.7**

Dear Commissioner Palacios:

The following is the cost estimate for the materials:

- Caliche Base: 2,780 tons @ \$ 7.00/ton (material and hauling) = \$ 19,460.00.  
Length = 2,560.0 feet and width = 28.0 feet
- Hot Mix: 570 tons @ \$ 47.23 (material) = \$ 26,921.10.  
Length = 2,560.00 feet and width = 24.0 feet
- MS-1 Oil: 1,600 gallons @ \$ 2.60 = \$ 4,160.00

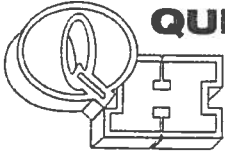
Total amount: \$ 50,541.10

Please review this estimate. As soon as you approve it, the developer will deposit this amount for the work to get scheduled.

Should you have any questions or need additional information, please feel free to call me at 381-6480

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.  
President



## QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

**Consulting Engineers ★ Land Surveyors**

**Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.**

**Engineering Firm Registration No. F-1513**

**Surveying Firm Registration No. 100411-00**

**Municipal & County Projects ★ Subdivisions ★ Surveys**

May 18, 2011

Mr. Joseph Palacios  
County Commissioner  
Hidalgo County Pct. No.4  
1051 N. Doolittle Road  
Edinburg, Texas 78542

### Re: Mile 22 ½ North Road and Engelman Gardens Road

Dear Commissioner Palacios:

This letter is to inform you that my firm is providing the engineering services to Mr. Richard Ruppert for the development of Lantana Acres No.7. This subdivision has frontage along the above mentioned County dedicated Roads. The length of these roads is 2,560.0 linear feet.

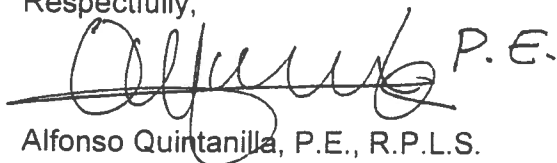
On behalf of Mr. Ruppert, I am submitting the following proposal to the County:

- Request that the Precinct will provide the equipment and labor to prepare the subgrade and the caliche base. Mr. Ruppert will pay for the material and the hauling (2,780 tons). Length = 2,560.0 feet and width = 28.0 feet
- Request that the Precinct will provide the equipment and labor to haul and lay the hot mix. Mr. Ruppert will pay for the material (570 tons). Length = 2,560.00 feet and width = 24.0 feet
- Request that the Precinct will provide the testing.

Please review this request and present it to the Hidalgo County Commissioners' Court for approval. Also, let me know the amount of funds required to Mr. Ruppert.

Should you have any questions or need additional information, please feel free to call me at 381-6480

Respectfully,

 P.E.

Alfonso Quintanilla, P.E., R.P.L.S.  
President

AI-27505

14. B.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Gloria - Pct. #4

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**CAPTION**

Approval to appoint member to the Emergency Services District #3 Board

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No Budgetary Impact

---

**Form Review**

**Inbox**

Budget & Management

Manuel Chapa

Auditor's Office

Form Started By: Monica Badillo

**Reviewed By**

Merlen P. Munoz

Manuel Chapa

**Date**

07/13/2011 10:21 AM

07/14/2011 08:49 AM

07/15/2011 04:39 PM

Started On: 07/13/2011 10:12 AM

Final Approval Date: 07/15/2011

AI-27563

15. A.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: JP's

Submitted By: Manuel Chapa, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

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**CAPTION**

Authorization and approval to accept an extension for the OJJDP FY 09 Earmarks Programs - Truancy Program Grant Award with the U.S. Department of Justice - Office of Juvenile Justice and Delinquency Prevention (OJJDP) (\$300,000.00). New grant end date is 12-31-11.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1282-412-00-06X-002-1-XXX

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No Budgetary Impact. Accepting Grant period Extension.  
Available balance as of 7-14-11 \$147,723.91

---

**Attachments**

gan grant period ext

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Manuel Chapa (Originator)	Manuel Chapa	07/15/2011 10:15 AM
Budget & Management	Merlen P. Munoz	07/15/2011 10:54 AM
Olga Garza	Olga Garza	07/15/2011 04:25 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Manuel Chapa		Started On: 07/14/2011 04:45 PM
	Final Approval Date: 07/15/2011	

AI-27469

15. B. 1.

**CC REGULAR**

**Meeting Date:** 07/19/2011

**Submitted For:** County Clerk's & District Clerk's  
Offices

**Submitted By:** Rosie Cantu, BUDGET &  
MANAGEMENT

**Department:** BUDGET & MANAGEMENT

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**CAPTION**

Reclassifications:

a. Approval to reclassify two (2) regular full time positions, from Collection Specialist I to Collections Enforcement Officer I, title change only; reviewed and recommended by Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (08/01/11).

b. Approval to reclassify eight (8) regular full time positions, from Collection Specialist II to Collections Enforcement Officer II, title change only; reviewed and recommended by Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (08/01/11).

c. Approval to delete the Collection Specialist I and Collection Specialist II classification from the position inventory.

d. Approval of revised salary schedules.

**BACKGROUND**

Personnel action to include change in title only with no salary change.

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No Budgetary Impact -- Title change only with no change in salary.

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**Attachments**

backup documents

**Form Review**

**Inbox**  
Rosalinda Cantu (Originator)  
Budget & Management  
Sylvia Solis  
Auditor's Office

**Reviewed By**  
Rosie Cantu  
Merlen P. Munoz  
Sylvia Solis

**Date**  
07/15/2011 02:02 PM  
07/15/2011 02:03 PM  
07/15/2011 04:34 PM  
07/15/2011 04:39 PM

Form Started By: Rosie Cantu

Started On: 07/11/2011 04:48 PM

Final Approval Date: 07/15/2011

AI-27474

16. A. 4.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Marty Salazar

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**CAPTION**

**Sheriffs' Office**

Request, Consideration for approval to purchase a mobile surveillance camera for the Hidalgo County Sheriff's Law Enforcement Facility thru Hidalgo County's membership/participation with GSA Contract No.#GS-07F-0117U, which includes delivery, installation and training in the amount of \$221,016.32.

**BACKGROUND**

Requisition# 198697

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1284-421-00-280-082-1-748

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available for requisition# 198697 as of 7-14-11 \$221,016.32 for ICX Tactical Platforms.

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**Attachments**

icx

quotation readable

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	07/12/2011 04:38 PM
Budget & Management	Merlen P. Munoz	07/12/2011 04:47 PM
Manuel Chapa	Manuel Chapa	07/14/2011 11:36 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Tanya Delira		Started On: 07/12/2011 09:10 AM
	Final Approval Date: 07/15/2011	

2774

# Requisition SHERIFF'S LAW ENFORMENT FACILITY

Req # 00198697

PO #

Date: 07/07/11

Bill To: x  
x

Vendor : 365904  
ICX TACTICAL PLATFORMS  
105 FOREST PKWY, STE 400  
FOREST PARK GA 30297  
FAX (770)850-1551

Ship To: SHERIFF'S LAW ENFORMENT FACILITY  
711 EL CIBOLO RD.  
EDINBURG TX 78539

Contact: EVER OCHOA  
956-393-6024

Contract No: GS-07F-0117U

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		GS-07F-0117U DO NOT DUPLICATE ORDER		
2.00	EACH	SENTINAL ASSY, WHITE SW 102, ITEM# SW-1003	86,646.33	173,292.66
2.00	EACH	DAY/NIGHT ALL WEATHER CAMERA WITH MONITOR, JOYSTICK AND INTEGRATION, ITEM# SWO-1107	10,502.60	21,005.20
2.00	EACH	SOUND COMMANDER PUBLIC SYSTEM, ITEM# SW-1117	6,990.51	13,981.02
2.00	EACH	DIGITAL VIDEO RECORDER WITH WORK TABLE, ITEM# SW-1115	3,401.68	6,803.36
1.00		SAVING, ITEM# SAV-00005	-2,681.92	-2,681.92
1.00	EACH	SHIPPING AND HANDLING	8,616.00	8,616.00
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1284-421-00-280-082-1-748	221,016.32	
			Freight	.00
			Total	221,016.32
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_



**QUOTATION  
#11-02478**

**Hidalgo County Sheriff Department - Frontier**

**For:** Hidalgo County Sheriff's Dept  
Rudy Espinoza  
1100 Cobble Rd  
Bohlingen, TX 76840

**Phone:** (354) 359-5110

**Fax:**

**E-Mail:**

**Date:** 7/11/2011

**Terms:** Net 30

**Rep:** Burt Strange

**Phone:** (404) 429-9006

**E-Mail:** burt.strange@icxt.com

**Ship Via:** ICx Carrier

Item No.	Part No.	Description	Qty.	Unit Price	Ext. Price
1.	201-1000		1	USD -2,681.92	USD -2,681.92
2.	201-1000	Vehicle seat, backrest and Table Combination, includes hard drive, permanent deep Freeze/Dryer installed in cab with 2 additional 110 volt outlets	2	USD 3,401.68	USD 6,803.36
3.	201-1000	Cab, 110V Dasher Camera with Monitor, Joystick and Integration	2	USD 10,502.60	USD 21,005.20
4.	201-1000	Vehicle Platform Ballent Characteristics: Arched ascent and descent (non-scissor lift) 110V 25 foot vantage point (eye level in cab); Ground level entry-Easier to load/unload equipment; No steps or guardrails necessary No tethering needed- velocity up to 40 mph; tethering points for higher velocities; Dual hydraulic cylinders- Gauge Steel Cab; Shore power or diesel generator power operation; 150 Gallon Fuel Tank (150 Hour Run Time); OilMate System- Generator Oil Filter Replacement Frequency-1000 hours; Solar panel for drip charge to start battery; 12 hour battery life labor warranty ; ISO 9001:2008 certified manufacturer Other Features: Gate Versions: Deployed Width- Outriggers Set 15ft 6in; 4 Tinted- Sliding Door Entry Outriggers; 1/4 inch Tube Steel; Trailer Steel: 1/4 inch Tube Steel; 110V Diesel Generator Cap 500 pounds; Digital Wind Speed Meter with storm tracker; 4 Red/Amber LED Flood Lights; Climate Controlled (Heat & AC); Chair; Two 110V GFI Circuit Breakers; Hydraulic Cylinders- 60" Stroke- 3.5 in; Fail safe hydraulic cylinder with manual ascent and descent controls inside cab and in field; 12 Month Product Development History. Units heavily used by US Military, Law Enforcement, Border Patrol, US Customs and Border Protection, Product Protected by Patent # 7,822,656	2	USD 86,646.33	USD 173,292.66
5.	201-1000	Vehicle Mount Loud Public Address System Includes four roof-mounted speakers with 110V power, 100 ft mic cable and a push to talk mic.	2	USD 6,990.51	USD 13,981.02
6.	201-1000	Transportation, Loading and Handling.	2	USD 4,308.00	USD 8,616.00

**Total USD 221,016.32**

This Quote is valid for 30 days.  
Longest Lead Time Item (201-1000) is 120 days. Delivery partials if authorized.

Notes: ESTIMATED DELIVERY DATE 120 DAYS ARO  
This offer is subject to the attached TERMS AND CONDITIONS OF SALE. Where those terms or conditions differ from that of our GSA  
Schedule contract 33A77P-11-001, its terms and conditions will govern. Applicable GSA Schedule ordering Information can be found in  
33A77P-11-001

Prepared by: **Burt Strange**  
Regional Account Executive  
(404) 429-9006  
burt.strange@icxt.com

Any purchase of our products, goods, services, or this quotation for the export of goods, technology or services is subject to the Export Control Laws of the United States. Any purchase of our products, goods, services, or this quotation for the export of such goods may require an export license prior to shipment.

**ICx Technologies**  
5940 Cabot Parkway, Suite 100 - Alpharetta - GA 30005  
Phone: (770) 850 1550 - Fax: (770) 850 1551

FLIR Integrated Business Systems - ~~CONFIDENTIAL~~ WORKS OF SALE

- 1. AGREEMENT:** The quantity and delivery terms contained in Buyer's purchase order, if accepted by Seller, together with the terms and conditions of sale set forth herein and the terms and conditions of any purchase order or order acknowledgment issued by the parties ("Agreement"). Buyer represents and warrants that it intends to use the Products for its internal use and is not purchasing the Products for resale. Buyer shall not sublicense the Products, unless authorized by Seller.
- 2. CONTRACT:** This Agreement, together with Seller's End User License Agreement if applicable, shall govern the sale of the Products to Buyer. If Buyer's purchase order contains terms and conditions which are inconsistent with or in addition to this Agreement then any such term or condition shall not alter these terms and conditions of this contract unless expressly accepted or agreed to by Seller in writing. The sale is expressly conditioned upon Buyer's acceptance of this Agreement.
- 3. PAYMENT:** All sales are F.O.B. Origin and payments are due and payable net thirty (30) days after invoice date. Pro rata payment shall be due if any scheduled payments are not received. Payments not received by the date due shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is greater, and paid in full. The purchase prices of the Products are exclusive of all applicable sales and use taxes, value added taxes, export fees and other applicable taxes. All shipping, handling, taxes, custom duties, tariffs and similar charges shall be at Buyer's expense and, at Seller's option, added to the purchase price.
- 4. SHIPPING:** Buyer shall be responsible for damage to the goods shall pass to and be assumed by Buyer F.O.B. Origin. Buyer is responsible for all transportation charges and for the cost of insurance and freight carriers if goods are lost or damaged in transit. Seller's estimated delivery date(s) stated on the front of this contract are approximate and not guaranteed. Shipments made after the date hereof. Seller shall not be liable for any loss or expense, whether by contract or tort, incurred by Buyer resulting from a delay in delivery.
- 5. MODIFICATION AND CANCELLATION:** Orders may not be modified or cancelled in whole or in part except by mutual written agreement of the parties. Cancellation of this Agreement is at Seller's option, and if Seller agrees to any cancellation, Buyer shall be responsible for return freight costs and all costs incurred by Seller as a result of such cancellation, but not limited to, a twenty percent (20%) restocking fee and all labor and material costs incurred prior to termination.
- 6. RETURN:** Seller's Returned Material Authorization (RMA) number issued by Seller must accompany all returned goods or parts unless otherwise stated. Returned goods or parts to Seller must be shipped transportation charges prepaid. Seller does not accept collect or C.O.D. shipments.
- 7. PACKING:** To ensure the goods are properly protected for shipment, all goods shall be packaged and packed for shipment and storage in accordance with good commercial practice. All shipping charges shall be paid by Buyer.
- 8. COMPLIANCE:** The goods supplied herewith may be subject to laws, regulations and executive orders ("Laws") of the U.S. relating to export control, trade restrictions, embargoes and the Products will not be used for any purpose prohibited by the Laws and Buyer shall comply with the Laws as well as all laws and regulations of the U.S. and any other applicable jurisdiction related to the import, export, re-export, transfer, shipping, and/or use of the Products.
- 9. SELLER'S OBLIGATION:** In the event Buyer fails to make payment for goods or services accepted, or fails to perform any other of Buyer's obligations set forth herein, Seller may, at its option, suspend performance of its obligations hereunder, cancel the unshipped balance, or pursue any other remedy set forth in this contract or provided by law.
- 10. LIMITED WARRANTY:** Individual Product warranty terms formally set forth by Seller to Buyer in writing and/or included in Product Packaging, Seller's standard warranty shall apply to the Products. For a period of one (1) year after shipment of the Product, Seller will at its option repair or replace on an exchange basis the Product if it is found to be defective in material or workmanship. The Product must be returned to Seller which upon examination is found to the satisfaction of Seller to be defective in material or workmanship. Seller's obligation is limited to repair, troubleshooting, installing or removing the Product or component part thereof shall be paid by Buyer. Repair or replacement of the Product shall not extend the original warranty period. This limited warranty extends only to Buyer and is not transferable to any other party and shall be void if the Product has been misused, abused, modified, repaired, maintained or altered in any way that in the judgment of Seller has adversely affected the condition of the Product; (ii) the Product has been used in any manner not consistent with Seller recommendations or with normal practice and conditions, or (iv) has been changed or modified from its original condition. If the Product is a sensor ("Sensors"), this limited warranty shall be modified as follows: (a) the unopened shelf life shall be 18 months from the date of manufacture; (b) the opened shelf life shall be 3 months from the date the product packaging is opened; (c) provided, however, that these limitations do not apply to the Sensor if the Sensor is recharged or used multiple times. THIS LIMITED WARRANTY IS ONLY A LIMITED WARRANTY OF THE CONDITION OR FUTURE PERFORMANCE OF THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. BUYER WAIVES AND IN NO EVENT WILL SELLER BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND. No person is authorized to give any other warranty or to assume any additional obligations on Seller's behalf. The amount of Seller's liability hereunder shall not exceed the purchase price of the defective Product. This limited warranty shall not apply if Buyer's use of the Product is not in accordance with the instructions or if the Product is used in any manner not intended. Seller's warranty disclaimer and limited liability set forth herein are fundamental elements of this Agreement and Seller would not be bound by any other warranty terms or conditions if it were to do so without such limitations.
- 11. GRANT OF RIGHTS:** This Agreement shall be construed as granting Buyer any right to any intellectual property rights, including but not limited to patents, trademarks, trade secrets, or other proprietary information, that may be used by Seller. Further, Buyer agrees that it shall not, directly or indirectly, reverse engineer, decompile, modify, alter, create derivative works, or otherwise attempt to derive source code from any of the Products.
- 12. INDEMNIFICATION:** Buyer shall indemnify and hold Seller harmless in the case of any Product misuse by Buyer.
- 13. PATENT INFRINGEMENT:** If Seller with designs, specifications, or instructions to modify the Product, then Buyer shall hold Seller harmless from and defend against any claims, damages, or expenses, including reasonable attorney's fees and costs, arising from any patent infringement of the Products. Except as otherwise provided in the preceding sentence, Seller shall defend, indemnify and hold Buyer harmless from and defend against any claim that the Products furnished under this Agreement constitute an infringement of any patent of the United States, issued, pending, or to be issued in the future. If a claim is asserted promptly in writing and given authority, information and assistance (at Seller's expense) for the defense of same, and Seller shall not be liable for any damages, including reasonable attorney's fees and costs, against Buyer. In case such goods, or any part thereof, are held to infringe and the use of said goods or part is enjoined, or Seller shall, at its own expense, either procure for Buyer the right to continue using said goods or parts, or replace said goods or parts with non-infringing goods, or remove said goods from the market and refund the purchase price and the transportation charges. If a claim is asserted against Seller for patent infringement by the said goods or any part thereof, Seller shall state the entire liability of Seller for patent infringement by the said goods or any part thereof.
- 14. FORCE MAJEURE:** Failure to perform of any obligation contained herein, other than Buyer's obligation to pay, shall be excused to the extent such failure or non-performance is caused by a force majeure event. For purposes of this Agreement, force majeure shall mean any cause or event preventing performance of an obligation under the Agreement, including but not limited to, acts of God, war, acts of terrorism, and other events or conditions beyond the reasonable control of Buyer or Seller or any subcontractor, as the case may be, including without limitation, fire, flood, power shortage, mechanical breakdown, labor dispute, strike, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations that take effect in the future), acts of God, war or acts of terrorism, and other events or conditions beyond the reasonable control of the affected party. If a force majeure event occurs, this Agreement may be terminated without any liability by either party upon written notice thereafter to the other party.
- 15. NO ASSIGNMENT:** Buyer's obligation to purchase Products, or its right to receive Products, without the prior written consent of Seller. Any such attempted assignment shall be void.
- 16. GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the United States of America and the State of Delaware, including the Uniform Commercial Code, and the parties hereby agree to the jurisdiction of the courts in Delaware and to its laws regarding conflicts of law.
- 17. JURISDICTION:** All disputes arising from or relating to this Agreement shall be maintained exclusively in the federal or state courts of Delaware and the parties hereby irrevocably and exclusively agree to the jurisdiction and venue herein and expressly waive any right to object to personal jurisdiction or venue. Each of the parties hereby agrees to accept service of process by mail or by an express delivery service providing a return receipt at its address set forth above and agrees that its submitted documents and responses to process by mail are made for the express benefit of the other party.



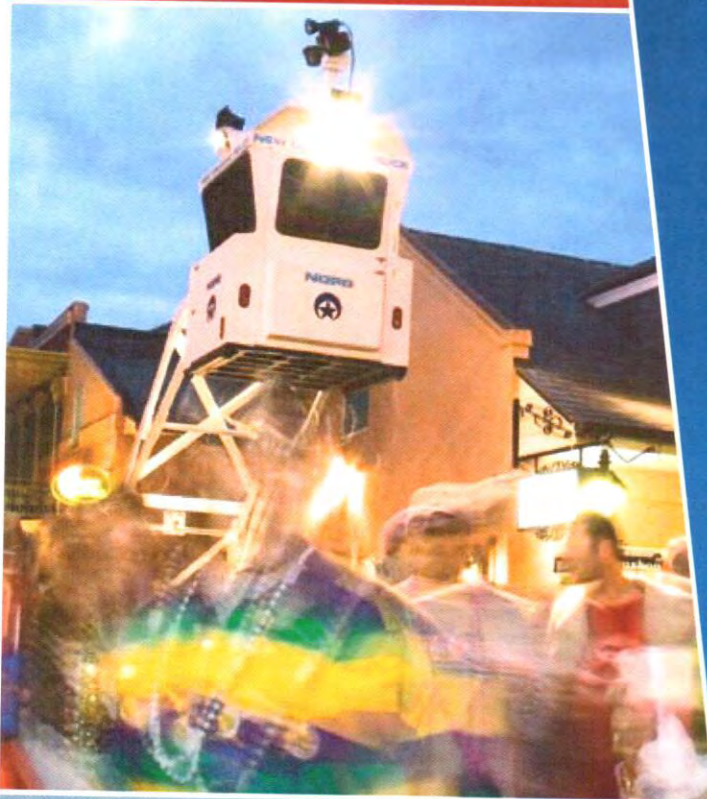


Vantage point is everything when it comes to surveillance. Patrolling an area on foot provides intelligence and deterrence, but requires increased personnel levels. Through simple elevation, security personnel are provided a greater field of view and increased assessment capabilities. The SkyWatch family of stand alone, mobile surveillance towers can be specifically tailored to meet customer requirements. Whether the need is simply for an elevated line of sight or full ballistic capabilities, SkyWatch provides a powerful deterrent and mobile security solution.

**THE POWER, HEIGHT  
AND MOBILITY FOR  
SURVEILLANCE OPERATIONS**



# WHEN SKYWATCH GOES UP



## APPLICATIONS

- Force Protection
- Perimeter and Border Surveillance
- Special Event Crowd Control
- Emergency Response
- Portable Air Traffic Control
- Port Security
- Flight Line Protection
- Parking Lot Surveillance and Deterrence



## RADAR

Short-range, ground-based radar can alert personnel to suspected encroachment on a facility or protection zone. When networked with available cameras, radars will provide automatic slewing capability so operators are provided with accurate, immediate information about a potential intrusion.

## DVD RECORDER & WRITING TABLE

Installed inside cab.

## DIESEL GENERATOR

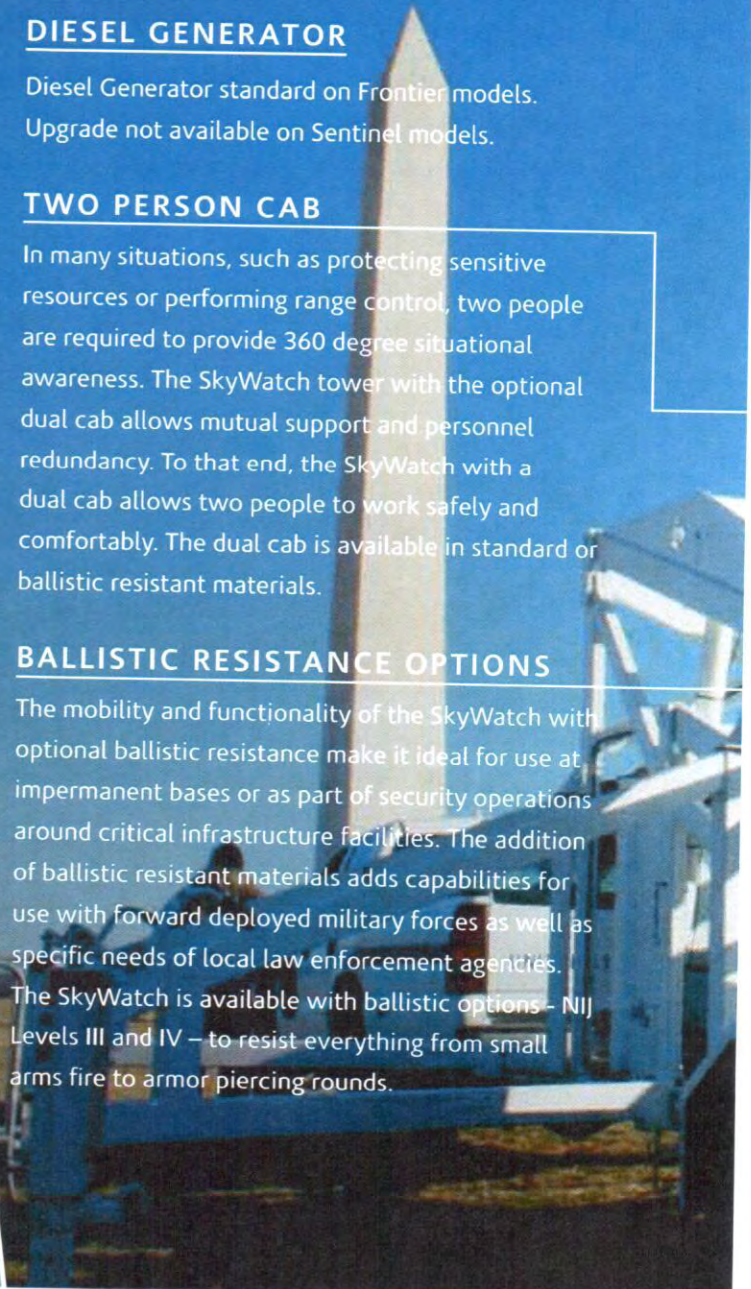
Diesel Generator standard on Frontier models. Upgrade not available on Sentinel models.

## TWO PERSON CAB

In many situations, such as protecting sensitive resources or performing range control, two people are required to provide 360 degree situational awareness. The SkyWatch tower with the optional dual cab allows mutual support and personnel redundancy. To that end, the SkyWatch with a dual cab allows two people to work safely and comfortably. The dual cab is available in standard or ballistic resistant materials.

## BALLISTIC RESISTANCE OPTIONS

The mobility and functionality of the SkyWatch with optional ballistic resistance make it ideal for use at impermanent bases or as part of security operations around critical infrastructure facilities. The addition of ballistic resistant materials adds capabilities for use with forward deployed military forces as well as specific needs of local law enforcement agencies. The SkyWatch is available with ballistic options – NIJ Levels III and IV – to resist everything from small arms fire to armor piercing rounds.



# OPTIONS

## CAMERAS

Thermal and CCD imagers mounted on a SkyWatch platform extend the operator's field of view and allow them to see in adverse weather conditions, zoom in on areas of interest or record evidence for future study and review.

## PUBLIC ADDRESS SYSTEM

State-of-the-art, full featured sound system that delivers clear and articulate commands with distances of 1000 meters.

## WIND SPEED METER

Weather Station Windspeed Meter provides climate information in addition to the wind speed. Windspeed meter sounds an alarm for winds exceeding 45 mph. Digital upgrade available on Sentinel model.



# STANDARD FEATURES

## CUSTOMIZATION AND ADAPTABILITY

The SkyWatch platform can be outfitted with ICx surveillance and detection solutions as well as legacy systems to meet specific customer needs. SkyWatch provides the flexibility and capability to make the most advanced technologies mobile.

## BASIC COMFORTS

Every tower includes the basics for comfort and safety through adjustable heat and air conditioning, tinted windows, comfortable seating, flood lights, safety equipment, and toolbox. Regardless of the location or application, only one person is required to set up and deploy a unit.

## ADDITIONAL FEATURES

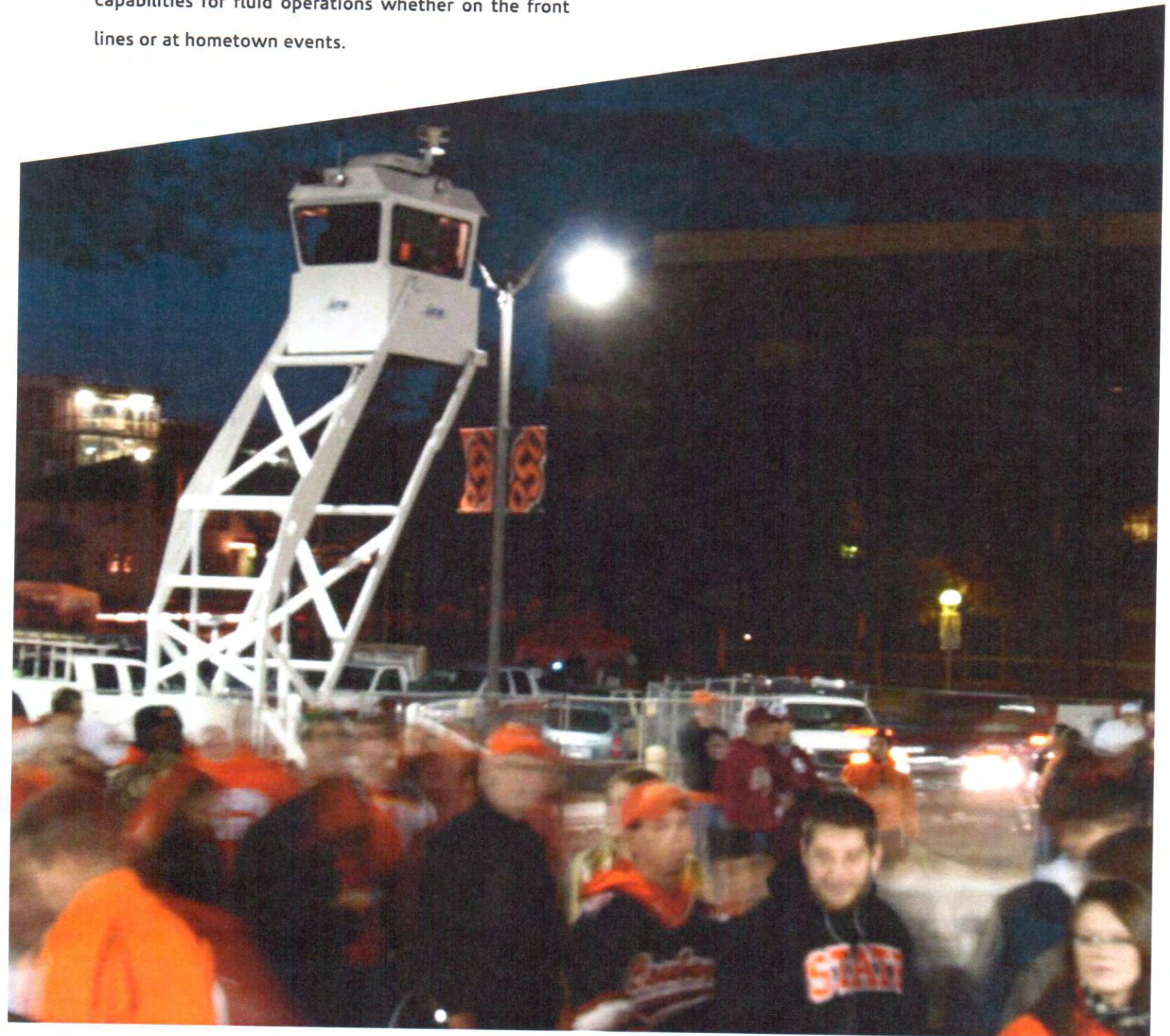
- Rises to a second story sight line
- Generator or shore power options
- Fail safe hydraulic system with electric and manual ascent and descent controls
- Control console with weatherproof switch panel
- Tinted windows
- Customizable accessory options
- Flood lights



## CRIMINAL ACTIVITY GOES DOWN

SkyWatch provides the surveillance and deterrence capability necessary to any security solution in a highly mobile, elevated unit. These towers rise to a two-story height, providing a platform for innovative surveillance solutions in addition to the personal input a "man on the ground" provides. All SkyWatch units can be outfitted to provide full command and control capabilities for fluid operations whether on the front lines or at hometown events.

The SkyWatch provides a high level platform for an array of surveillance options. SkyWatch units can easily be relocated and are rugged enough to handle even the most primitive off-road conditions. All models are adaptable for cameras, radars, radios, public address systems as well as other equipment.



# MAXIMIZING MANPOWER & ASSETS

The SkyWatch is accessible to police forces and municipalities as well as military and commercial security entities. The SkyWatch platform facilitates a completely customized surveillance platform suitable for high-level, temporary security ventures, providing a bird's eye view of the surrounding area. Compared to a mobile force, the SkyWatch provides constant deterrence with nearly unlimited location flexibility. The SkyWatch is ideal for temporary or mobile security operations.

## SUPPORT AND TRAINING

We pride ourselves in providing not only exceptional 'best in class' technologies and products but also in delivering the complete customer package including application knowledge, training and maintenance support. Our design and simulation capabilities ensure that we optimize the solution to meet both the performance requirements while maximizing budgets. Our products are designed for reliability, endurance and quality in certified manufacturing facilities around the world.

Having made an investment in an ICx solution, we understand the value and importance training and education to realize the full potential and functionality of our systems and software. We can design and implement preventative maintenance schedules in order to reduce downtime and logistical support programs that deliver the assurance of continuous operation in the most demanding of environments, ensuring 24/7 operability.

Our customer support group is there to ensure that your critical assets remain secure. Our team will provide the 'back up' you need, where ever and when ever, it is needed.

ICx Technologies, Inc.  
2100 Crystal Drive  
Suite 650  
Arlington, VA 22202

T+ 1.866.458.ICXT (4298)  
F+ 1.703.678.2112

[www.icxt.com](http://www.icxt.com)





**QUOTATION  
#11-02478**

**Hidalgo County Sheriff Department - Frontier**

**For:** Hidalgo County Sheriff's Dept  
Rudy Espinoza  
110 Ciobolo Rd  
Edinburg, TX 78540

**Phone:** (956) 383-8114

**Fax:**

**E-Mail:** rodolfo.espinoza@hidalgoso.org

**Date:** 7/11/2011

**Terms:** Net 30

**Rep:** Burt Strange

**Phone:** (404) 429-9006

**E-Mail:** burt.strange@icxt.com

**Ship Via:** ICx Carrier

Item No.	Part No.	Description	Qty.	Unit Price	Ext. Price
1.	sav-00005		1	USD -2,681.92	USD -2,681.92
2.	SW - 1115	Digital Video Recorder and Table Combination, includes hard drive, permanent deep writing/work table installed in cab with 2 additional 110 volt outlets	2	USD 3,401.68	USD 6,803.36
3.	SWO - 1107	Day/Night All Weather Camera with Monitor, Joystick and Integration	2	USD 10,502.60	USD 21,005.20
4.	SW - 1003	SkyWatch Frontier; Salient Characteristics: Arched ascent and descent (non-scissor lift) mechanism; 25 foot vantage point (eye level in cab); Ground level entry-Easier to load /unload equipment; No steps or guardrails necessary No tethering needed-stable in winds up to 40 mph; tethering points for higher velocities; Dual hydraulic pump system; 14 Gauge Steel Cab; Shore power or diesel generator power operation; 98 Gallon Fuel Tank (150 Hour Run Time); OilMate System- Generator Oil Filter replacement frequency-1000 hours; Solar panel for drip charge to start battery; 12 month parts and labor warranty ; ISO 9001:2008 certified manufacturer Other Important Considerations: Deployed Width- Outriggers Set 15ft 6in; 4 Tinted- Sliding Windows; Steel Outriggers: ¼ inch Tube Steel; Trailer Steel: ¼ inch Tube Steel; Weight Capacity in Cab 500 pounds; Digital Wind Speed Meter with storm tracker; 4 Roof Mounted Flood Lights; Climate Controlled (Heat & AC); Chair; Two 110V GFI outlets; One 12V outlet; Hydraulic Cylinders- 60" Stroke- 3.5 in; Fail safe hydraulic system with electric and manual ascent and descent controls inside cab and in operational compartment. Company Relevant Experience: Over 650 Units Deployed with 12 Year Product Development History. Units heavily used by US Military, Law Enforcement Agencies, US Customs and Border Protection, Product Protected by U.S. Patent (5,295,555)	2	USD 86,646.33	USD 173,292.66
5.	SW - 1117	Sound Commander Public Address System Includes four roof-mounted speakers with selector panel, 5 ft. of mic cable and a push to talk mic.	2	USD 6,990.51	USD 13,981.02
6.	S&H	Open Market: Shipping and Handling.	2	USD 4,308.00	USD 8,616.00

<b>Total</b>	<b>USD 221,016.32</b>
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This Quote is Valid Until :9/30/2011

Longest Lead Time Item (ARO): 10.0 weeks. ICx will ship partials if authorized.

**Notes:** ESTIMATED COMPLETION DATE: 120 DAYS ARO  
This order is subject to the attached TERMS AND CONDITIONS OF SALE. Where those terms or conditions differ from that of our GSA Schedule contract GS-07F-0117U, its terms and conditions will govern. Applicable GSA Schedule ordering Information can be found in SUPPLEMENT C.

Prepared by: **Burt Strange**  
Regional Account Executive  
(404) 429-9006  
burt.strange@icxt.com

Any purchase order or contract for sale generated from this quotation for the export of goods, technology or services is subject to the Export Control Laws of the United States. As a result, the export or any subsequent re-export of such goods may require an export license prior to shipment.

**ICx Technologies**  
5940 Cabot Parkway, Suite 100 - Alpharetta - GA 30005  
Phone: (770) 850 1550 - Fax: (770) 850 1551

## FLIR Integrated Solutions TERMS AND CONDITIONS OF SALE

1. **AGREEMENT.** Only the product ("Product(s)"), price, quantity and delivery terms contained in Buyer's purchase order, if accepted by Seller, together with the terms and conditions herein constitute an agreement between the parties ("Agreement"). Buyer represents and warrants that it intends to use the Products for its internal use and is not purchasing the Products with the intent to resell or distribute the Products, unless authorized by Seller.
2. **CONTROLLING TERMS AND CONDITIONS.** This Agreement, together with Seller's End User License Agreement if applicable, shall govern the sale of the Products to Buyer. If Buyer submits any other document that contains terms and conditions which are inconsistent with or in addition to this Agreement then any such term or condition shall not alter these Terms and Conditions or be part of this contract unless expressly accepted or agreed to by Seller in writing. The sale is expressly conditioned upon Buyer's acceptance of this Agreement.
3. **PAYMENT TERMS.** Prices are stated in U.S. dollars. All sales are F.O.B. Origin and payments are due and payable net thirty (30) days after invoice date. Pro rata payment shall be due on partial shipments as made and invoiced. Payments not received by the date due shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, until paid in full. The purchase prices of the Products are exclusive of all applicable sales and use taxes, value added taxes, export fees and duties or other similar fees and taxes. All shipping, handling, taxes, custom duties, tariffs and similar charges shall be at Buyer's expense and, at Seller's option, added to the price of the goods.
4. **SHIPPING TERMS.** Title to and all risk of loss of or damage to the goods shall pass to and be assumed by Buyer F.O.B. Origin. Buyer is responsible for all transportation charges and for filing timely and proper claims against carriers if goods are lost or damaged in transit. Seller's estimated delivery date(s) stated on the front of this contract are approximate and subject to reasonable scheduling changes made after the date hereof. Seller shall not be liable for any loss or expense, whether by contract or tort, incurred by Buyer resulting from failure to meet the estimated delivery date.
5. **MODIFICATION AND CANCELLATION OF ORDERS.** Orders may not be modified or cancelled in whole or in part except by mutual written agreement of the parties. Cancellation of orders shall be effective only at Seller's option, and if Seller agrees to any cancellation, Buyer shall be responsible for return freight costs and all costs incurred by Seller as a result of such cancellation, including, but not limited to, a twenty percent (20%) restocking fee and all labor and material costs incurred prior to termination.
6. **RETURNS.** All returns must be authorized by Seller. A Returned Material Authorization (RMA) number issued by Seller must accompany all returned goods or parts unless otherwise directed by Seller. All goods or parts returned to Seller must be shipped transportation charges prepaid. Seller does not accept collect or C.O.D. shipments.
7. **PACKING.** Unless a preferred packing method is provided for in the purchase order, all goods shall be packaged and packed for shipment and storage in accordance with good commercial practices. Preferred packing charges shall be paid by Buyer.
8. **COMPLIANCE WITH LAWS.** Buyer acknowledges that the goods supplied herewith may be subject to laws, regulations and executive orders ("Laws") of the U.S. relating to export controls. Buyer represents and warrants that the Products will not be used for any purpose prohibited by the Laws and Buyer shall comply with the Laws as well as all laws and regulations in Buyer's jurisdiction and any other location related to the import, export, re-export, transfer, shipping, and/or use of the Products.
9. **SELLER'S REMEDIES.** If Buyer fails to make timely payments for goods or services accepted, or fails to perform any other of Buyer's obligations set forth herein, Seller may, at its option, defer further shipment(s), revise its terms of payment, cancel the unshipped balance, or pursue any other remedy set forth in this contract or provided by law.
10. **LIMITED WARRANTY.** Unless superseded by individual Product warranty terms formally set forth by Seller to Buyer in writing and/or included in Product Packaging, Seller's standard warranty terms shall be limited to those set forth in this paragraph. For a period of one (1) year after shipment of the Product, Seller will at its option repair or replace on an exchange basis any Product or component part thereof returned to Seller which upon examination is found to the satisfaction of Seller to be defective in material or workmanship. All costs associated with the transportation, troubleshooting, installing or removing the Product or component part thereof shall be paid by Buyer. Repair or replacement of any Product or component thereof will not extend the original warranty period. This limited warranty extends only to Buyer and is not transferable to any other party and any transfer made in violation of this provision shall be void. This limited warranty does not apply to any Product or component which (i) has been subject to misuse, neglect, accident or improper storage; (ii) has been installed, repaired, maintained or altered in any way that in the judgment of Seller has adversely affected the condition of the Product; (iii) has been used, operated or maintained inconsistent with Seller recommendations or with normal practice and conditions, or (iv) has been changed or modified from its original condition. For consumable Product components such as sensors ("Sensors"), this limited warranty shall be modified as follows: (a) the unopened shelf life shall be 18 months from the manufacture date marked on the packaging; (b) the opened shelf life shall be 3 months from the date the product packaging is opened; (c) provided, however, that these shelf life warranties apply to a single use of a Sensor and are void if the Sensor is recharged or used multiple times. **THIS LIMITED WARRANTY IS ONLY A LIMITED WARRANTY TO REPAIR OR REPLACE AND NOT A WARRANTY OF THE CONDITION OR FUTURE PERFORMANCE OF THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING, BUT WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. BUYER WAIVES AND IN NO EVENT WILL SELLER BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND.** No person is authorized to give any other warranty or to assume any additional obligation or liability on behalf of Seller. In no event will Seller's liability hereunder exceed the purchase price of the defective Product. This limited warranty shall not apply if Buyer has unpaid invoices. Buyer agrees that the warranty disclaimer and limited liability set forth herein are fundamental elements of this Agreement and Seller would not be able to provide the Product on an economic basis without such limitations.
11. **GRANTING OF RIGHTS.** Nothing contained herein shall be construed as granting Buyer any right to any intellectual property rights, including but not limited to patents, trademarks, trade secrets, or copyrights, owned or licensed by Seller. Further, Buyer agrees that it shall not, directly or indirectly, reverse engineer, decompile, modify, alter, disassemble or emulate the functionality of the Product.
12. **INDEMNIFICATION.** Buyer shall indemnify Seller in the case of any Product misuse by Buyer.
13. **PATENTS.** If Buyer modifies the Product or provides Seller with designs, specifications, or instructions to modify the Product, then Buyer shall hold Seller harmless from and against any expense or loss resulting from infringement of patents or trademarks arising therefrom. Except as otherwise provided in the preceding sentence, Seller shall defend any suit or proceeding brought against Buyer so far as based on a claim that the Products furnished under this Agreement constitute an infringement of any patent of the United States, issued on or before the date of shipment, if notified promptly in writing and given authority, information and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages and costs awarded therein against Buyer. In case such goods, or any part thereof, are held to infringe and the use of said goods or part is enjoined, or Seller shall reasonably conclude that the goods are infringing, Seller shall, at its own expense, either procure for Buyer the right to continue using said goods or parts, or replace same with non-infringing goods; or modify such goods so they become non-infringing; or remove said goods from the market and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of Seller for patent infringement by the said goods or any part thereof.
14. **FORCE MAJEURE.** Delay in performance or non-performance of any obligation contained herein, other than Buyer's obligation to pay, shall be excused to the extent such failure or non-performance is caused by a force majeure. For purposes of this Agreement, force majeure shall mean any cause or event preventing performance of an obligation under the Agreement which is beyond the reasonable control of Seller or Buyer, as the case may be, including without limitation, fire, flood, power shortage, mechanical breakdown, sabotage, shipwreck, embargo, explosion, strike or other labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, war or acts of terrorism, and other events or conditions beyond the reasonable control of the affected party. In the event a force majeure continues for more than ninety (90) days, this Agreement may be terminated without any liability by either party upon written notice thereof to the other.
15. **NO ASSIGNMENT.** Buyer may not assign this Agreement, or its right to receive Products, without the prior written consent of Seller. Any such attempted assignment shall be void.
16. **GOVERNING LAW.** This contract shall be governed by and construed according to the laws of the United States of America and the State of Delaware, including the Uniform Commercial Code as enacted therein, without regard to its laws regarding conflicts of law.
17. **JURISDICTION AND VENUE.** All proceedings relating to this Agreement shall be maintained exclusively in the federal or state courts of Delaware and the parties hereby irrevocably and unconditionally submit and consent to exclusive jurisdiction and venue herein and expressly waive any right to object to personal jurisdiction or venue. Each of the parties hereby consents to the service of process by registered mail or by an express delivery service providing a return receipt at its address set forth above and agrees that its submissions to jurisdiction and its consent to service of process by mail are made for the express benefit of the other party.

18. SEVERABILITY. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

19. NO WAIVER. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any rights hereunder.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the matters contained herein. This Agreement may not be amended, extended or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative of each party.

#### ICX Technologies TERMS AND CONDITIONS OF SALE – SPECIAL PROVISIONS

##### SUPPLEMENT A – FIDO EXPLOSIVES DETECTION SYSTEMS

The following special provisions apply to the sale of any Fido Explosives Detection Systems:

SAFETY ACT RECIPICAL WAIVER OF CLAIMS. Seller's Fido Explosives Detection System has been designated by the U.S. Department of Homeland Security as a Qualified Anti-terrorism Technology (QATT) under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act), which affords certain legal liability protections to providers of the QATT. Where the QATT has been deployed in defense against, response to, or recovery from an act of terrorism as that latter term is defined under the SAFETY Act, Seller and Buyer of the QATT agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

##### SUPPLEMENT B – DEVELOPMENTAL PRODUCTS

The following special provisions apply to the sale of any of Seller's developmental Products:

1. The Product delivered hereunder is a developmental product of Seller and has not been released to the public. As such, this Product and all information related thereto are confidential and proprietary. Buyer agrees not to disclose any information to any third party without the express written approval of Seller.

2. Buyer, at no cost to Seller, will share with Seller any and all performance data and reports generated by Buyer in the use and operation of the Product.

##### SUPPLEMENT C – Applicable GSA SCHEDULE ORDERING INFORMATION

1. Worldwide Federal Supply Schedule Contract for FSC Group 084 – TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITY MANAGEMENT SYSTEMS, FIRE, RESCUE, SPECIAL PURPOSE CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE.

2. Contract number – GS-07F-0117U

3. Contract period – December 6, 2007 through December 5, 2012

4. Business size – Large

5. Minimum order – \$100 (All SINs)

6. Geographic coverage (delivery area) – The 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories.

7. Prompt payment terms – 0% net, 30 days.

8. Expedited, overnight and two-day delivery for Urgent requirements – Available, please inquire on cost.

9. Warranty provision – Standard commercial warranty applies.

10. Government purchase cards are acceptable.

11. Data Universal Number System (DUNS) number – 61-538-2210

12. CAGE Code – 44B16.

ICXSYS\_TC Rev0808

AI-27463

16. B. 1.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Marty Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**CAPTION**

Acceptance and approval of Work Authorization #3 in the amount of \$5,829.55 for "Mile 4½ West Road (between Mile 11 and Mile 12) Project" for Construction Materials Testing Services with L & G Engineering Laboratory, LLC in Hidalgo County Precinct No.1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1342-431-00-121-041-0-731

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 7-13-11 \$2,562,857.23

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**Attachments**

Work Authorization #3 Documentation

Contract Documentation

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	07/12/2011 04:24 PM
Budget & Management	Merlen P. Munoz	07/12/2011 04:43 PM
Ivan Cantu	Ivan Cantu	07/13/2011 03:59 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Vangie Garcia		Started On: 07/11/2011 11:44 AM
	Final Approval Date: 07/15/2011	

## Evangelina Garcia

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**From:** Noe Montez [noe.montez@co.hidalgo.tx.us]  
**Sent:** Monday, July 11, 2011 10:03 AM  
**To:** evangelina.garcia@co.hidalgo.tx.us  
**Subject:** Emailing: L & G Work Auth #3 Const Mat Testing  
**Attachments:** L & G Work Auth #3 Const Mat Testing.pdf

see attahed work auth #3 Const Materials Testing...the account # will be 1-1342-431-00-121-041-0-731. please place on the next CC meeting for approval...thanks

Your message is ready to be sent with the following file or link attachments:

L & G Work Auth #3 Const Mat Testing

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-10-319-10-19**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 3**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Mile 4 ½ West Road (between Mile 11 & Mile 12) Project in Hidalgo County Precinct No. One (1)**

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this **Work Authorization is \$5,829.55**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 3 shall be funded through funding source: Account No. 11-1342-431-00-12-1-041-0-731  
Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

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

---

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Joel Quintanilla as to content and detail of this Work Authorization No. # 3.

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 1:

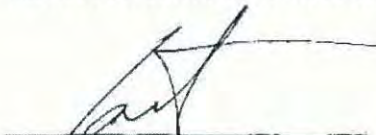
BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 7/19/11 as indicated below and effective as of 19th day of July, 2011.

THE ENGINEER:  
L&G ENGINEERING LABORATORY, LLC

THE OWNER:  
HIDALGO COUNTY

  
\_\_\_\_\_  
By: Jacinto Garza, P.E.

\_\_\_\_\_  
Hon. Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
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

**ATTACHMENT "A"**  
**Scope of Services (Owner)**

***PROJECT:*** Mile 4 ½ West Road (between Mile 11 & Mile 12) in Hidalgo County Precinct No. One (1)

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the Mile 4 ½ West Road (between Mile 11 & Mile 12) Project.

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**ATTACHMENT "B"**  
**Scope of Services (Engineer)**

**PROJECT: Mile 4 ½ West Road (between Mile 11 & Mile 12) Project in Hidalgo County Precinct No. One (1)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

**Construction Materials Testing Services**

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 4 ½ West Road (between Mile 11 & Mile 12) Project in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
  - Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
  - Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
  - Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
  - Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
  - Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications**.
-

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

### **Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

### **Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT "C"**  
**Work Schedule**

***PROJECT:*** Mile 4 ½ West Road (between Mile 11 & Mile 12) Project in Hidalgo County  
Precinct No. One (1)

***Work Schedule***

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-10-319-10-19**.

---

**ATTACHMENT "D"**  
**Cost Proposal**

***PROJECT:*** Mile 4 ½ West Road (between Mile 11 & Mile 12) Project in Hidalgo County  
Precinct No. One (1)

**See Attached**

---

**Attachment "I"**  
**Mile 4 1/2 West Road (between Mile 11 & Mile 12)**  
**Prepared for Hidalgo County Pct. 1**

<b>Subgrade Testing - Laboratory</b>					
Tech Time	2	Hrs.	\$45.07	\$90.14	
Trip Charge	10	Mi.	\$0.49	\$4.90	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$193.92	\$193.92	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<b>\$451.95</b>	
<b>Subgrade Field Density Testing</b>					
Tech Time	10	Hrs.	\$45.07	\$450.70	based
Trip Charge	100	Mi.	\$0.49	\$49.00	on
Comp. Test	10	Ea.	\$22.53	\$225.30	5
Reports	5	Ea.	\$22.23	\$111.15	trips
Eng. Spec.	1.25	Hr.	\$112.61	\$140.76	
Engineer	1.25	Hr.	\$150.22	\$187.78	
			<b>Sub.</b>	<b>\$1,164.69</b>	
<b>Roadway Base Materials Testing - Laboratory</b>					
Tech Time	2.5	Hrs.	\$45.07	\$112.68	
Trip Charge	10	Mi.	\$0.49	\$4.90	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$193.92	\$193.92	
Reports	2	Ea.	\$22.23	\$44.46	
Eng. Spec.	0.5	Hr.	\$112.61	\$56.31	
Engineer	0.5	Hr.	\$150.22	\$75.11	
			<b>Sub.</b>	<b>\$562.42</b>	
<b>Base Material Field Density Testing</b>					
Tech Time	10	Hrs.	\$45.07	\$450.70	based
Trip Charge	100	Mi.	\$0.49	\$49.00	on 5
Comp. Test	10	Ea.	\$22.53	\$225.30	trips
Reports	5	Ea.	\$22.23	\$111.15	
Eng. Spec.	1.25	Hr.	\$112.61	\$140.76	
Engineer	1.25	Hr.	\$150.22	\$187.78	
			<b>Sub.</b>	<b>\$1,164.69</b>	
<b>Asphalt Field &amp; Laboratory Testing</b>					
Tech Time	10	Hrs.	\$57.55	\$575.50	based
Trip Charge	100	Mi.	\$0.49	\$49.00	on 5
Rolling Patterns	4	Ea.	\$37.56	\$150.24	trips
Ext./Sieve/% A/C	2	Ea.	\$219.04	\$438.08	
Coring ACP Thickness	10	Ea.	\$83.33	\$833.30	
Reports	5	Ea.	\$22.23	\$111.15	
Eng. Spec.	1.25	Hr.	\$112.61	\$140.76	
Engineer	1.25	Hr.	\$150.22	\$187.78	
			<b>Sub.</b>	<b>\$2,485.81</b>	

**Estimated Project Total    \$5,829.55**



## AGENDA

### CC REGULAR HIDALGO COUNTY COMMISSIONERS' COURT MEETING March 07, 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 **Joseph Palacios Out**
2. Pledge of Allegiance
3. Prayer
4. Approval of Consent Agenda
5. Open Forum **Humberto Garza Re: Com. Out of town legislative issue**
6. Executive Officer - Valde Guerra:

**A. approved** 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."

**approved** 2. Requesting engagement with the firm of Andy Taylor for the "Provision of Legal Services/Representation in connection with Litigation"

**approved B. AI-25568** Presentation of 2010 County Photography Contest Winners **Karina Cordoza**

**approved C. AI-25525** Safety Division:  
Approval to authorize Guadalupe Trevino, Hidalgo County Sheriff, to sign Power of Attorney forms for title purposes to settle two claims with Travelers Insurance Company.

**approved D. AI-25558** Authorization for Commissioners' Court to utilize either a certified agenda or tape recording for closed session **Steve Crain provided letter**

**E. AI-25567** Executive Office (1100):  
1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade & Step	Salary
Delete	003	Public Information Officer	G12.S1	(\$43,680.00)
Create	011	Public Affairs Specialist I	G10.S1	\$37,109.00

**approved**

2. Approval of revised salary schedule.

**approved F. AI-25616** TXDOT:  
Approval of plans for proposed Military Parkway Roadway Improvements

7. **Constables:**

**approved A. AI-25535** Constable Pct. #3  
Presentation and discussion of 2010 Racial Profiling Report as presented by Hidalgo County

agenda

termination date of December 31, 2011.

5. AI-25599 approved a. Requesting exemption from competitive bidding requirements under Tx. Local Gov't. Code, 262.024(a)(2) & (3);

approved b. Approval of an Amendment to current agreement with R L Abatement, Inc. in the amount of \$14,000.00 (and extension of time - 11 days) due to the unforeseen need to abate/remove and dispose of additional quantities and areas of Absbestor Containing materials in connection with the renovation of the former administration building, located at 100 E. Cano, Edinburg, Texas including the issuance of a purchase order.

B. Pct. 1

1. AI-25543 approved Acceptance and approval of final negotiated contract for professional appraisal services for "Hidalgo County Precinct No.1 Projects on an as needed basis" with Leonel Garza Jr. & Associates (ranked and approved for negotiations by CC 02/08/11).

2. AI-25569 approved Presentation for consideration, discussion, acceptance, and approval of Work Authorization #1 in the amount of \$5,277.54 for "Encinal No. 2/Los Alamos Subdivision Construction Project" and Work Authorization No. 2 in the amount of \$1,840.79 for "Barrera Road Reconstruction Project" for Construction Materials Testing Services with L&G Engineering Laboratory, LLC in Hidalgo County Precinct No. 1 in connection with C-10-319-10-19 (approved by CC on 10/19/10).

C. Pct. 2

1. AI-25541 approved Approval of final construction contract (awarded by CC on 12/13/10) for C-10-360-12-13 Precinct No. 2 -"LJ Lateral Drainage Improvements Phase II - Alamo Road Crossing" between Hidalgo County and OG Construction Co., LLC in the amount of \$171,693.00.

2. AI-25524 approved Approval of Request for Payment-Application No.14 (Partial Retainage) in the amount of \$167,704.40 from D. Wilson Construction Co. awarded contractor for the, "New Administration Office for Hidalgo County Pct.#2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-07.

D. Colonia Access Program Pct. 2

1. AI-25579 approved Consideration and action on recommendation by project engineer, SAM Engineering and Surveying, to award project to the lowest responsible bidder meeting all specifications: Alvarez Construction, in the amount of \$302,664.38 for Bid No. CAP-11-022-02-02-YSI "Road & Drainage Construction for Morningside South".

E. Sheriff's Office

1. AI-25458 approved Recommending bid award to sole bidder meeting all specifications and/or requirements for: Hidalgo County Sheriff's Office "Electronic Security System Maintenance and Repair Service" (Bid No.: 2011-014-02-16-MEG) with approval of contract.

16. 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-25550 Claim of Gonzalo Rodriguez
- E. AI-25552 Claim of Isabel Ochoa

**APPROVED**

AI-25569

15.B.2.

L&G Engineering Laboratory-Work Authorizations #1 & 2

CC REGULAR

**Date:** 03/07/2011  
**Submitted By:** PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department

**Sub-category:** Prct. 1

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of **Work Authorization #1** in the amount of **\$5,277.54** for **"Encinal No. 2/Los Alamos Subdivision Construction Project"** and **Work Authorization No. 2** in the amount of **\$1,840.79** for **"Barrera Road Reconstruction Project"** for Construction Materials Testing Services with L&G Engineering Laboratory, LLC in Hidalgo County Precinct No. 1 in connection with **C-10-319-10-19** (approved by CC on 10/19/10).

BACKGROUND

Fiscal Impact

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1336-431-00-121-041-0-731

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 3-3-11 \$144,380.03

Attachments

Link: [Contract Documentation](#)

Link: [Work Authorization #1](#)

Link: [Work Authorization #2](#)

Link: [Correspondence](#)

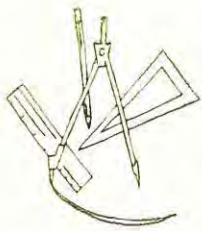
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2011 04:04 PM	APRV
2	Budget & Management	Erika Zamora	03/02/2011 04:05 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/03/2011 08:20 AM	APRV
4	Auditor's Office		03/03/2011 08:28 AM	NEW

Form Started By: Vangie Garcia

Started On: 03/01/2011 05:18 PM

Final Approval Date: 03/03/2011



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

February 25, 2011

Mr. P.R. Avila  
Attn: Mr. Noe Montes  
County of Hidalgo, Precinct No. 1  
1902 Joe Stevens Drive  
Weslaco, Texas 78596

**RE: Work Authorization No. 2 – Barrera Road Reconstruction Project**

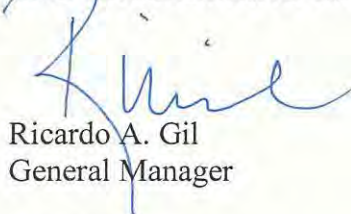
Dear Mr. Montes:

**L&G Engineering Laboratory, L.L.C. (L&G)**, is providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 2
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

**L & G Engineering Laboratory, L.L.C.** appreciates the opportunity to submit Work Authorization No. 5 and look forward to working with **Hidalgo County Pct. 1**. If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,  
L&G ENGINEERING LABORATORY, L.L.C.



Ricardo A. Gil  
General Manager

Attachments

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-10-319-10-19**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 2**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Barrera Road Reconstruction Project in Hidalgo County Precinct No. One (1)**

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$1,840.79**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **5.1** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 2 shall be funded through funding source:  
Account No. 1-1336-431-00-121-041-0731  
Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Joel Quintanilla as to content and detail of this Work Authorization No. # 2.

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 1:

BY: 

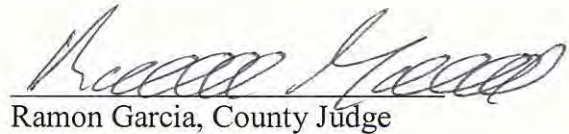
**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 3/7/11 as indicated below and effective as of 7th day of March, 2011.

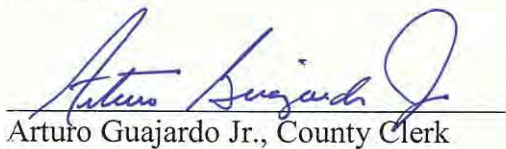
THE ENGINEER:  
L&G ENGINEERING LABORATORY, LLC

THE OWNER:  
HIDALGO COUNTY

  
By: Jacinto Garza, P.E.

  
Ramon Garcia, County Judge

ATTEST:

  
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court  
on 3/7/11

**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

**ATTACHMENT "A"**  
**Scope of Services (Owner)**

***PROJECT:*** Barrera Road Reconstruction in Hidalgo County Precinct No. One (1)

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Barrera Road Reconstruction Project**.

**ATTACHMENT “B”  
Scope of Services (Engineer)**

***PROJECT: Barrera Road Reconstruction Project in Hidalgo County Precinct No. One (1)***

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

**Construction Materials Testing Services**

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Barrera Road Reconstruction Project in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications**.

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

### **Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

### **Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT "C"**  
**Work Schedule**

***PROJECT:*** Barrera Road Reconstruction Project in Hidalgo County Precinct No. One (1)

***Work Schedule***

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-10-319-10-19**.

**ATTACHMENT "D"**  
**Cost Proposal**

***PROJECT:*** Barrera Road Reconstruction Project in Hidalgo County Precinct No. One (1)

**See Attached**

**Attachment "I"**  
**Barrera Road**  
**Prepared for Hidalgo County Pct. 1**

<i>Subgrade Testing - Laboratory</i>					
Tech Time	2.5	Hrs.	\$44.40	\$111.00	
Trip Charge	8	Mi.	\$0.49	\$3.92	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<u>\$468.96</u>	
<i>Subgrade Field Density Testing</i>					
Tech Time	4	Hrs.	\$44.40	\$177.60	based
Trip Charge	16	Mi.	\$0.49	\$7.84	on
Comp. Test	4	Ea.	\$22.53	\$90.12	two
Reports	2	Ea.	\$22.23	\$44.46	trips
Eng. Spec.	0.5	Hr.	\$112.61	\$56.31	
Engineer	0.5	Hr.	\$150.22	\$75.11	
			<b>Sub.</b>	<u>\$451.44</u>	
<i>Roadway Base Materials Testing - Laboratory</i>					
Tech Time	2.5	Hrs.	\$44.40	\$111.00	
Trip Charge	8	Mi.	\$0.49	\$3.92	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<u>\$468.96</u>	
<i>Base Material Field Density Testing</i>					
Tech Time	4	Hrs.	\$44.40	\$177.60	based
Trip Charge	16	Mi.	\$0.49	\$7.84	on 2
Comp. Test	4	Ea.	\$22.53	\$90.12	trips
Reports	2	Ea.	\$22.23	\$44.46	
Eng. Spec.	0.5	Hr.	\$112.61	\$56.31	
Engineer	0.5	Hr.	\$150.22	\$75.11	
			<b>Sub.</b>	<u>\$451.44</u>	

**Estimated Project Total \$1,840.79**



**AGENDA**

**CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS' COURT MEETING  
March 07, 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** Joseph Palacios Out
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum** Humberto Garza Re: Com. Out of town legislative issue
6. **Executive Officer - Valde Guerra:**

**A.** approved 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."

approved 2. Requesting engagement with the firm of Andy Taylor for the "Provision of Legal Services/Representation in connection with Litigation"

approved **B.** AI-25568 Presentation of 2010 County Photography Contest Winners Karina Cordoza

approved **C.** AI-25525 Safety Division:  
Approval to authorize Guadalupe Trevino, Hidalgo County Sheriff, to sign Power of Attorney forms for title purposes to settle two claims with Travelers Insurance Company.

approved **D.** AI-25558 Authorization for Commissioners' Court to utilize either a certified agenda or tape recording for closed session Steve Crain provided letter

**E.** AI-25567 Executive Office (1100):  
1. Approval of the following personnel actions:

approved

Action	Slot No.	Position Title	Grade & Step	Salary
Delete	003	Public Information Officer	G12,S1	(\$43,680.00)
Create	011	Public Affairs Specialist I	G10,S1	\$37,109.00

2. Approval of revised salary schedule.

approved **F.** AI-25616 TXDOT:  
Approval of plans for proposed Military Parkway Roadway Improvements

**7. Constables:**

approved **A.** AI-25535 Constable Pct. #3  
Presentation and discussion of 2010 Racial Profiling Report as presented by Hidalgo County

termination date of December 31, 2011.

5. AI-25599 approved a. Requesting exemption from competitive bidding requirements under Tx. Local Gov't. Code, 262.024(a)(2) & (3);

approved b. Approval of an Amendment to current agreement with R L Abatement, Inc. in the amount of \$14,000.00 (and extension of time - 11 days) due to the unforeseen need to abate/remove and dispose of additional quantities and areas of Absbestor Containing materials in connection with the renovation of the former administration building, located at 100 E. Cano, Edinburg, Texas including the issuance of a purchase order.

B. Pct. 1

1. AI-25543 approved Acceptance and approval of final negotiated contract for professional appraisal services for "Hidalgo County Precinct No.1 Projects on an as needed basis" with Leonel Garza Jr. & Associates (ranked and approved for negotiations by CC 02/08/11).

2. AI-25569 approved Presentation for consideration, discussion, acceptance, and approval of Work Authorization #1 in the amount of \$5,277.54 for "Encinal No. 2/Los Alamos Subdivision Construction Project" and Work Authorization No. 2 in the amount of \$1,840.79 for "Barrera Road Reconstruction Project" for Construction Materials Testing Services with L&G Engineering Laboratory, LLC in Hidalgo County Precinct No. 1 in connection with C-10-319-10-19 (approved by CC on 10/19/10).

C. Pct. 2

1. AI-25541 approved Approval of final construction contract (awarded by CC on 12/13/10) for C-10-360-12-13 Precinct No. 2 -"LJ Lateral Drainage Improvements Phase II - Alamo Road Crossing" between Hidalgo County and OG Construction Co., LLC in the amount of \$171,693.00.

2. AI-25524 approved Approval of Request for Payment-Application No.14 (Partial Retainage) in the amount of \$167,704.40 from D. Wilson Construction Co. awarded contractor for the, "New Administration Office for Hidalgo County Pct.#2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-07.

D. Colonia Access Program Pct. 2

1. AI-25579 approved Consideration and action on recommendation by project engineer, SAM Engineering and Surveying, to award project to the lowest responsible bidder meeting all specifications: Alvarez Construction, in the amount of \$302,664.38 for Bid No. CAP-11-022-02-02-YSI "Road & Drainage Construction for Morningside South".

E. Sheriff's Office

1. AI-25458 approved Recommending bid award to sole bidder meeting all specifications and/or requirements for: Hidalgo County Sheriff's Office "Electronic Security System Maintenance and Repair Service" (Bid No.: 2011-014-02-16-MEG) with approval of contract.

16. 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-25550 Claim of Gonzalo Rodriguez
- E. AI-25552 Claim of Isabel Ochoa

**APPROVED**

AI-25569

15.B.2.

**L&G Engineering Laboratory-Work Authorizations #1 & 2**

**CC REGULAR**

**Date:** 03/07/2011  
**Submitted By:** PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department

**Sub-category:** Prct. 1

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of **Work Authorization #1** in the amount of **\$5,277.54** for **""Encinal No. 2/Los Alamos Subdivision Construction Project"** and **Work Authorization No. 2** in the amount of **\$1,841 \$1,840.79** for **"Barrera Road Reconstruction Project"** for Construction Materials Testing Services with L&G Engineering Laboratory, LLC in Hidalgo County Precinct No. 1 in connection with **C-10-319-10-19** (approved by CC on 10/19/10).

BACKGROUND

Fiscal Impact

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1336-431-00-121-041-0-731

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 3-3-11 \$144,380.03

Attachments

Link: [Contract Documentation](#)

Link: [Work Authorization #1](#)

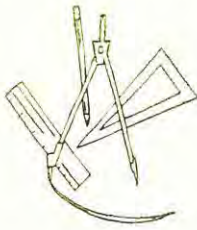
Link: [Work Authorization #2](#)

Link: [Correspondence](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2011 04:04 PM	APRV
2	Budget & Management	Erika Zamora	03/02/2011 04:05 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/03/2011 08:20 AM	APRV
4	Auditor's Office		03/03/2011 08:28 AM	NEW

Form Started By: Vangie Garcia  
Started On: 03/01/2011 05:18 PM  
Final Approval Date: 03/03/2011



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

February 23, 2011

Mr. P.R. Avila  
Attn: Mr. Noe Montes  
County of Hidalgo, Precinct No. 1  
1902 Joe Stevens Drive  
Weslaco, Texas 78596

**RE: Work Authorization No. 1 - Encinal No. 2/Los Alamos Subdivision Construction Project**

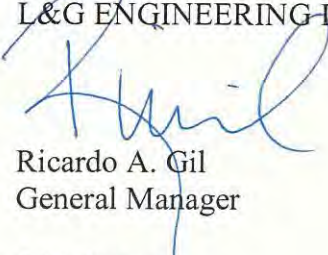
Dear Mr. Montes:

**L&G Engineering Laboratory, L.L.C. (L&G)**, is providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 1
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

**L & G Engineering Laboratory, L.L.C.** appreciates the opportunity to submit Work Authorization No. 4 and look forward to working with **Hidalgo County Pct. 1**. If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,  
L&G ENGINEERING LABORATORY, L.L.C.



Ricardo A. Gil  
General Manager

Attachments

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-10-319-10-19**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 1**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Encinal No. 2/Los Alamos Subdivision Construction Project in Hidalgo County Precinct No. One (1)**

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$5,277.54**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:  
Account No. 1-1336-431-00-121-041-0-731  
Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

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

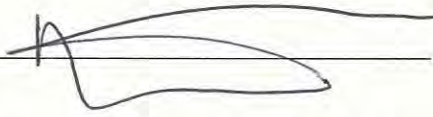
**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

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

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 1:

BY: 

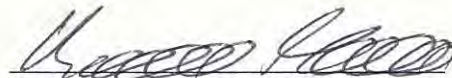
**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 3/7/11 as indicated below and effective as of 7<sup>th</sup> day of MARCH, 2011.


THE ENGINEER:  
L&G ENGINEERING LABORATORY, LLC

THE OWNER:  
HIDALGO COUNTY

  
By: Jacinto Garza, P.E.

  
Ramon Garcia, County Judge

ATTEST:

  
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court  
on 3/7/11 

**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

**ATTACHMENT "A"**  
**Scope of Services (Owner)**

***PROJECT:*** Encinal No. 2 / Los Alamos Subdivision Construction Project.  
In Hidalgo County Precinct No. One (1)

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Encinal No. 2/Los Alamos Subdivision Construction Project**.

**ATTACHMENT “B”  
Scope of Services (Engineer)**

***PROJECT:* Encinal No. 2/Los Alamos Subdivision Construction Project in Hidalgo County Precinct No. One (1)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

**Construction Materials Testing Services**

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Encinal No. 2/Los Alamos Subdivision Construction Project in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications**.

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

### **Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

### **Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT "C"**  
**Work Schedule**

***PROJECT:*** Encinal No. 2/Los Alamos Subdivision Construction Project in Hidalgo County  
Precinct No. One (1)

***Work Schedule***

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-10-319-10-19**.

**ATTACHMENT "D"**  
**Cost Proposal**

***PROJECT:*** Encinal No. 2/Los Alamos Subdivision Construction Project in Hidalgo County  
Precinct No. One (1)

**See Attached**

**Attachment "I"  
Encinal No. 2 & Los Alamos Subdivisions  
Prepared for Hidalgo County Pct. 1**

Los Alamos Subdivision CMT Fees:	\$2,704.90
Encinal No. 2 CMT Fees:	\$2,572.64
<b>Total Estimated Fees</b>	<b>\$5,277.54</b>

**Attachment "I"  
Encinal No. 2 Subdivision  
Prepared for Hidalgo County Pct. 1**

<i>Subgrade Testing - Laboratory</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	Mi.	\$0.49	\$3.92	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<b>\$446.76</b>	
<i>Subgrade Field Density Testing</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	based
Trip Charge	10	Mi	\$0.49	\$4.90	on
Comp. Test	2	Ea.	\$22.53	\$45.06	one
Reports	1	Ea.	\$22.23	\$22.23	trip
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<b>\$226.70</b>	
<i>Roadway Base Materials Testing - Laboratory</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	Mi.	\$0.49	\$3.92	
Sieve Analysis	1	Ea.	\$56.28	\$56.28	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<b>\$503.04</b>	
<i>Base Material Field Density Testing</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	Mi	\$0.49	\$3.92	based
Comp. Test	3	Ea.	\$22.53	\$67.59	on 1
Reports	1	Ea.	\$22.23	\$22.23	trip
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<b>\$248.25</b>	
<i>Concrete Curb &amp; Gutter</i>					
Tech Time	4	Hrs.	\$56.70	\$226.80	
Trip Charge	16	Mi	\$0.49	\$7.84	based on
Air Content	1	Ea.	\$22.48	\$22.48	1 trip
Cyl. Prep/Cure	4	Ea.	\$11.32	\$45.28	
Compressive Strength	4	Ea.	\$15.07	\$60.28	
Reports	3	Ea.	\$22.23	\$66.69	
Eng. Spec.	0.5	Hr.	\$112.61	\$56.31	
Engineer	0.5	Hr.	\$150.22	\$75.11	
			<b>Sub.</b>	<b>\$560.79</b>	

**Asphalt Testing-Field and Laboratory**

Tech Time	2	Hrs.	\$56.70	\$113.40	
Trip Charge	8	Mi	\$0.49	\$3.92	Field
Rolling Patterns	1	Ea.	\$37.56	\$37.56	Asphalt
%AC-Grad	1	Ea.	\$219.04	\$219.04	Testing
Reports	1	Ea.	\$22.23	\$22.23	
Asphalt Thickness	2	Ea.	\$62.63	\$125.26	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
				<b>Sub.</b>	
				<u>\$587.12</u>	

**Estimated Project Total \$2,572.64**

**Attachment "I"  
Los Alamos Subdivision  
Prepared for Hidalgo County Pct. 1**

<i>Subgrade Testing - Laboratory</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	Mi.	\$0.49	\$3.92	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<b>\$446.76</b>	
<i>Subgrade Field Density Testing</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	based
Trip Charge	10	Mi.	\$0.49	\$4.90	on
Comp. Test	2	Ea.	\$22.53	\$45.06	one
Reports	1	Ea.	\$22.23	\$22.23	trip
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<b>\$226.70</b>	
<i>Roadway Base Materials Testing - Laboratory</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	Mi.	\$0.49	\$3.92	
Sieve Analysis	1	Ea.	\$56.28	\$56.28	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<b>\$503.04</b>	
<i>Base Material Field Density Testing</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	Mi.	\$0.49	\$3.92	based
Comp. Test	3	Ea.	\$22.53	\$67.59	on 1
Reports	1	Ea.	\$22.23	\$22.23	trip
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			<b>Sub.</b>	<b>\$248.25</b>	
<i>Concrete Curb &amp; Gutter</i>					
Tech Time	4	Hrs.	\$56.70	\$226.80	
Trip Charge	16	Mi.	\$0.49	\$7.84	based on
Air Content	1	Ea.	\$22.48	\$22.48	2 trips
Cyl. Prep/Cure	4	Ea.	\$11.32	\$45.28	
Compressive Strength	4	Ea.	\$15.07	\$60.28	
Reports	3	Ea.	\$22.23	\$66.69	
Eng. Spec.	0.5	Hr.	\$112.61	\$56.31	
Engineer	0.5	Hr.	\$150.22	\$75.11	
			<b>Sub.</b>	<b>\$560.79</b>	

**Asphalt Testing-Field and Laboratory**

Tech Time	2	Hrs.	\$56.70	\$113.40	
Trip Charge	16	Mi	\$0.49	\$7.84	Field
Rolling Patterns	1	Ea.	\$37.56	\$37.56	Asphalt
%AC-Grad	1	Ea.	\$219.04	\$219.04	Testing
Reports	1	Ea.	\$22.23	\$22.23	
Asphalt Thickness	3	Ea.	\$62.63	\$187.89	
Eng. Spec.	0.5	Hr.	\$112.61	\$56.31	
Engineer	0.5	Hr.	\$150.22	\$75.11	
			<b>Sub.</b>	<b>\$719.38</b>	

**Estimated Project Total \$2,704.90**

THE STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§  
§

**PROFESSIONAL SERVICES AGREEMENT**  
**C-10-319-10-19**

THIS AGREEMENT is made effective the 19<sup>th</sup> day of October, 2010 by and between HIDALGO COUNTY, TEXAS, ("County") Precinct No. 1 and L&G Engineering Laboratory LLC of Mercedes, Texas, a Texas Corporation ("Laboratory").

**WITNESSETH:**

**WHEREAS**, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 1 Projects;" **(ON AN AS NEED BASIS)**

**WHEREAS**, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

**WHEREAS**, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

**1. Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

**2. Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

**3. Term.** This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

**4. Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit

periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

**5. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

**6. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**7. Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or

contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**8. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**9. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**10. Progress and Coordination.** The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and
- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**11. Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**12. Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

**13. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

**14. Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

**15. Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

**16. No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

**18. Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

**19. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**20. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

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

**22. Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or

negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**23. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

**24. Notices.** 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 a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Laboratory: L & G Engineering Laboratory LLC  
2100 W Expressway 83  
Mercedes, TX 78570

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

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

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

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

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


29. **Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

**EXECUTED** as of the day and year first written above.

**COUNTY:**  
**COUNTY OF HIDALGO, TEXAS**

By:   
Rene A. Ramirez, County Judge

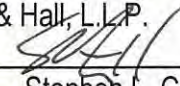
**LABORATORY:**  
**L & G Engineering Laboratory LLC**

By:   
Printed Name Jacinto Garza, P.E.  
Title: President / CEO

**ATTEST:**   
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court: **October 19, 2010**

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.  
By:   
Stephen L. Crain, Attorney

**ATTACHMENTS:**

- EXHIBIT A -Scope of Services to be provided by the County
- EXHIBIT B -Scope of Services to be provided by the Laboratory
- EXHIBIT C -Laboratory's Rates
- EXHIBIT D -Work Authorization Form
- EXHIBIT E -Supplemental Agreement Form
- EXHIBIT F -Certificates of Insurance

**EXHIBIT A-1**

-Request for Qualifications (RFQ)  
Procurement Packet

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PURCHASING DEPARTMENT  
County Of Hidalgo

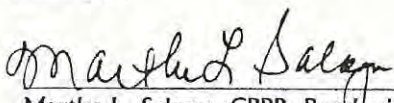
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST  
HIDALGO COUNTY  
(Including all funding sources, programs, and entities)

**"CONSTRUCTION MATERIALS TESTING SERVICES"**  
RFQ NO: 2010-014-01-13-YZV

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of  8  pages.  
(Page 8 must be submitted with response)
3. Exhibit "A", Requirements, consisting of  7  pages.
4. Exhibit "B", Evaluation Criteria, consisting of  3  pages.  
(Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of  4  pages.  
(Must be submitted with response)
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of  1  page.  
(Must be submitted with response)
7. Exhibit "E", Proposer's Affidavit, consisting of  1  page.  
(Must be submitted with response)
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of  2  pages.  
(Must be submitted with response)
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of  4  pages.  
(Must be submitted with response)
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of  1  page.  
(Must be submitted with response)
11. Attachment "A" Engineering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of  4  pages.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

12/21/09  
\_\_\_\_\_  
Date



PURCHASING DEPARTMENT  
County Of Hidalgo

December 21, 2009

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

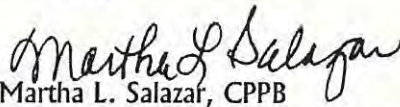
Re: HIDALGO COUNTY  
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS  
TESTING SERVICES" - RFQ No: 2010-014-01-13-YZV

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

RFQ NO: 2010-014-01-13-YZV

BUYER: YOLANDA VELASQUEZ

TEL. NO: (956) 318-2626

(RFQ) REQUEST FOR QUALIFICATIONS  
HIDALGO COUNTY-  
"CONSTRUCTION MATERIALS TESTING SERVICES"

Acceptance Due Date: January 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Location: 2802 S. Business Hwy. 281  
Postal/ Mailing: 2812 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFQ No: 2010-014-01-13-YZV

1. Sealed qualifications will be received for HIDALGO COUNTY –“CONSTRUCTION MATERIALS TESTING SERVICES”, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ – 2010-014-01-13-YZV - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building, Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment,

proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.
10. County reserves the right to accept or reject any or all qualifications.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful proposer
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR' S OFFICE  
Postal/Mailing 2812 S. Business Hwy. 281  
Edinburg, Texas 78539  
(956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	_____ JANUARY 13, 2010
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

17. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the

details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539cHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the qualification;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the requirements.

- 26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
- 27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
- 30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
- 31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification  
for  
HIDALGO COUNTY-  
"CONST RUCTION MATERIALS TESTING SERVICES"  
RFQ NO: 2010-014-01-13-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Location: 2802 S. Business Hwy. 281  
Postal/ Mailing: 2812 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

By:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

**EXHIBIT A**

**REQUIREMENTS**

**HIDALGO COUNTY**

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

**REQUEST FOR QUALIFICATIONS**

**“CONSTRUCTION MATERIALS TESTING SERVICES”**

2010-014-01-13-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting February 9, 2010 and ending February 9, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Hidalgo County-Construction Materials Testing Services" (including all funding sources, Programs, and Entities)-Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, January 13, 2010. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:  
RFQ Number: 2010-014-01-13-YZV

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.**

The following outlines the Request For Qualifications:

***SECTION I - GENERAL TERMS AND CONDITIONS***

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)318-2629 or via e-mail to  yolanda.velasquez@co.hidalgo.tx.us  NO LATER THAN Monday,  January 04, 2010  at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday,  January 06, 2010.  **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.****

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with

the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

***SECTION II - RFQ REQUIREMENTS***

**REQUEST FOR QUALIFICATIONS:**

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**

The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in an appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

**PERSONNEL AND STAFFING:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

- a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
- b. Ability to perform Environmental Services
- c. Ability to perform Soil Density Testing
- d. Ability to perform Surveying and Sampling Soils
- e. Ability to perform Materials Testing (Asphaltic and Concrete)
- f. Ability to perform Material Testing and Laboratory Analysis
- g. Ability to perform Hot Mix Plant Inspections and Testing
- h. Ability to perform Transportation Foundation Studies
- i. Ability to perform Building Foundation Studies
- j. Ability to perform Professional Liability Insurance for \$1 Million Dollars without limiting liability to Professional Fees
- k. Average response time from your office to the job site

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

***PART III - SELECTION / EVALUATION***

### **SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

#### **1. STAFFING OF PROJECT TEAM**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

#### **2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

#### **3. METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

#### **4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The proposal shall include the following:

- \* demonstrate an understanding of the scope of services
- \* address appropriate Federal/State/Local regulations and policies
- \* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

## **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

### **STATEMENT OF QUALIFICATIONS GRADING AND RANKING:**

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

### **NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

**RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format** of RFQs should be submitted to:

**US Postal Mail Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**Physical Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**EXHIBIT B**

**EVALUATION CRITERIA**

**HIDALGO COUNTY  
REQUEST FOR QUALIFICATIONS**

**“CONSTRUCTION MATERIALS TESTING  
SERVICES”**

**2010-014-01-13-YZV**

## **EVALUATION CRITERIA**

### **Exhibit "B"**

#### **Hidalgo County – "Construction Material Testing Services" RFQ No 2010-014-01-13-YZV**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

#### **1. STAFFING OF PROJECT TEAM (25)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

#### **2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20)**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

#### **3. METHODOLOGY (20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

#### **4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**

The proposal shall include the following:

- \* demonstrate an understanding of the scope of services
- \* address appropriate Federal/State/Local regulations and policies
- \* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

#### **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

**EXHIBIT "B"**  
**RFQ EVALUATION FORM – RFQ No.2010-014-01-13-YZV**  
**HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. Staffing of Project Team (25)</b>		
➤ Provide information on their proposed professional team members	10	
➤ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc.	10	
➤ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>2. Experience of Project Team/Ability to Commit Resources (20)</b>		
➤ Designate experienced engineering staff to efficiently perform the work.	10	
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>3. Methodology (20)</b>		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>4. Understanding of Project/Similar Projects (25)</b>		
➤ Demonstrate an understanding of the scope of services	10	
➤ Address appropriate Federal/State/Local regulations and policies	5	
➤ Identify information to be gathered or obtained	10	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>5. Familiarity with Applicable Rules and Regulations (10)</b>		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	10	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>TOTAL SCORE:</b>		=====

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.

INSURER LETTER	DESCRIPTION OF COVERAGE	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>			
	COMMERCIAL GENERAL LIABILITY			PER OCCURRENCE \$
	GLARISMA - OTHER			PER OCCURRENCE \$
	COMMERICAL GENERAL LIABILITY			PER OCCURRENCE \$
	WORKER'S PROTECTIVE LIABILITY			PER OCCURRENCE \$
	GENERAL AGREEMENT LIMIT APPLICABLE PER POLICY PRODUCT			AGGREGATE \$
B	<b>AUTOMOBILE LIABILITY</b>			
	ANY AUTO			COMBINED SINGLE LIMIT (As Insured) \$
	ALL OWNERSHIP			PER OCCURRENCE \$
	SALE/LEASED AUTO			PER OCCURRENCE \$
	RENTAL AUTO			PER OCCURRENCE \$
	NON-OWNED AUTO			PER OCCURRENCE \$
C	<b>GARAGE LIABILITY</b>			
	ANY AUTO			PER OCCURRENCE \$
D	<b>EXCESS LIABILITY</b>			
	EXCESS RETENTION \$			PER OCCURRENCE \$
E	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>			
	WORKERS COMPENSATION			PER STATE \$
	EMPLOYER'S LIABILITY			PER ACCIDENT \$
	EMPLOYER'S LIABILITY			PER ANNUAL PAYROLL \$
	<b>OTHER</b>			

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER  
**Hidalgo County**  
 Attn: Purchasing Department  
 2812 S Highway Bus. 281  
 Edinburg, Texas 78539

ADDITIONAL INSURED INSURER LETTER  
 CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE.

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

### Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

---

THIS FORM MUST ACCOMPANY YOUR PACKET

---

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_

2. Bonds: \_\_\_\_\_

3. Certificates: \_\_\_\_\_

4. Permits: \_\_\_\_\_

5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**PROPOSER'S AFFIDAVIT  
Exhibit "E"**

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b>
--

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

\_\_\_\_\_  
Signature/Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, 20\_\_.



**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: \_\_\_\_\_

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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: \_\_\_\_\_

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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 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# DRAFT

Attachment "A"  
**ENGINEERING LABORATORIES**  
**SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE**  
**SCHEDULE**

**\*\*\*TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY\*\*\***  
*refer back to requirements page 7, negotiations process*

NO.	DESCRIPTION	UNIT COST
<b>PERSONNEL RATES</b>		
01	Soils and Aggregate Technician	\$ _____ / Hour
02	Surveying and Sampling Soils for Highways	\$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	\$ _____ / Hour
04	HMA Level 1-A Certified Technician	\$ _____ / Hour
05	HMA Level 1-B Certified Technician	\$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	\$ _____ / Hour
07	ACI Certified Field Grade II Technician	\$ _____ / Hour
08	Geotechnical Engineer, P.E.	\$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	\$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	\$ _____ / Hour
11	Logger (In Conjunction with Engineer)	\$ _____ / Hour
<b>TRAVEL EXPENSE</b>		
12	Vehicle Fee Mileage (Applicable for all Trips)	\$ _____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	\$ _____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + _____ %
15	Barge Mobilization and Rental	Cost + _____ %
<b>GEOTECHNICAL DRILLING AND ENGINEERING SERVICES</b>		
16	Borings in Soil	\$ _____ / Foot
17	Borings in Soft Rock	\$ _____ / Foot
18	Rock Coring	\$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	\$ _____ / Foot
20	Grout/ Bentonite Backfill	\$ _____ / Foot
21	Dozer/ Clearing Cost	Cost + _____ %
22	Concrete/Asphalt Patch	\$
23	Traffic Control/ Signs, Barricades, etc.	Cost + _____ %
24	All Other Outside Expenses	Cost + _____ %

NO.	DESCRIPTION	UNIT COST
<b>EQUIPMENT EXPENSE</b>		
25	Laptop Computer Rental (w/ Printer)	\$ _____ /Day
26	Laptop Computer Rental (w/ Printer)	\$ _____ /Wk
27	Laptop Computer Rental (w/ Printer)	\$ _____ /Mo.
28	Concrete Beam Breaker	\$ _____ /Day
29	Concrete Beam Breaker	\$ _____ /Wk
30	Concrete Beam Breaker	\$ _____ /Mo.
31	Vacuum Extractor	\$ _____ /Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + _____ %
TEX METHOD	TEST DESCRIPTION	UNIT COST
<b>SOILS SECTION</b>		
Tex-100-E	Surveying and Sampling Soils for Highways	\$ _____ Hr
Tex-103-E	Determination of Moisture Content is Soil Material	\$ _____ Ea
Tex-104-E	Determination of Liquid Limit of Soils	\$ _____ Ea
Tex-105-E	Determination of Plastic Limit of Soils	\$ _____ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	\$ _____ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	\$ _____ Ea
Tex-108-E	Determination of Specific Gravity of Soils	\$ _____ Ea
Tex-110-E	Part I Sieves thru 40	\$ _____ Ea
	Part II Sieves thru 200	\$ _____ Ea
	Additional Sieves	\$ _____ Ea
Tex-111-E	Minus 200 Sieve Analysis	\$ _____ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	\$ _____ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	\$ _____ Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method)	\$ _____ Ea
	Disturbed Soils and Base Materials (Part II)	\$ _____ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	\$ _____ Ea
Tex-128-E	Determination of Soil pH	\$ _____ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	\$ _____ Ea
<b>HOT MIX SECTION</b>		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	\$ _____ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	\$ _____ Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	\$ _____ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	\$ _____ Ea
Tex-203-F	Sand Equivalent Test	\$ _____ Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	\$ _____ Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	\$ _____ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	\$ _____ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	\$ _____ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	\$ _____ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	\$ _____ Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	\$ _____ Ea \$ _____ Ea
Tex-224-F	Determination of Falkiness index	\$ _____ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	\$ _____ Ea
<b>CONCRETE SECTION</b>		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	\$ _____ Ea \$ _____ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	\$ _____ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	\$ _____ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	\$ _____ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	\$ _____ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	\$ _____ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	\$ _____ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	\$ _____ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	\$ _____ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	\$ _____ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	\$ _____ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	\$ _____ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	\$ _____ Ea
Tex-460-A	Determination of Crushed Face Particle Count	\$ _____ Ea

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TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	\$ _____ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	\$ _____ Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

**EXHIBIT "B"**  
**Scope of Services**

**PROJECT:** R&B Geotechnical Reports and Construction Materials Testing, Pct. No. 1 Project

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **Hidalgo County Precinct No. 1** with **Geotechnical Engineering and Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services (Reports)***
- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Geotechnical Engineering Services(Reports)***

**Geotechnical Drilling Services**

**L&G Engineering Laboratory, L.L.C.** will provide drilling services for **Hidalgo County Pct. No. 1 Road and Bridge Projects**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer than No. 200. Unconfined compressive strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location

of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

### **Engineering Services**

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

**Hidalgo County Precinct No. 1** will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

**Hidalgo County Precinct No. 1** will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

### **Schedule**

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

### **Construction Materials Testing Services**

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 1** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 1**.
- Provide accurate and timely reports to **Hidalgo County Precinct No. 1** and all/other recipients as designated by the Precinct.

## **Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

## **Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 1** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**EXHIBIT "C"**  
**L&G ENGINEERING LABORATORY, L.L.C.**  
**LABORATORY RATES FOR FY 2010-2011**

**Soils Testing**

		<b>FY 2010</b>	<b>FY 2011</b>
Moisture Content Determination	ASTM D2216 - Tex-103-E	\$9.85/Ea.	\$9.95/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$49.35/Ea.	\$50.09/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$49.35/Ea.	\$50.09/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$73.95/Ea.	\$75.05/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$61.70/Ea.	\$62.63/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$61.70/Ea.	\$62.63/Ea.
Lime Series Testing	Tex-112-E	\$498.45Ea.	\$505.93/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$197.35/Ea	\$200.31/Ea.
Standard Proctor	ASTM D 698	\$191.05/Ea.	\$193.92/Ea.
Modified Proctor	ASTM D 1557	\$197.30/Ea.	\$200.25/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$22.20/Ea.	\$22.53/Ea.
Determination of Soil pH	Tex-128-E	\$80.20/Ea.	\$81.40/Ea.
Soil-Lime Testing	Tex-121-E	\$148.00/Ea.	\$150.22/Ea.
Resistivity of Soils	Tex-129-E	\$89.70/Ea.	\$91.05/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$55.45/Ea.	\$56.28/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$67.75/Ea.	\$68.77/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	\$12.35/Ea.	\$12.54/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$215.85/Ea.	\$219.09/Ea.

**Coarse & Fine Aggregate Quality Testing**

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$43.15/Ea.	\$43.80/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$67.75/Ea.	\$68.77/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	\$524.05/Ea.	\$531.91/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$61.70/Ea.	\$62.63/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	\$12.30/Ea.	\$12.48/Ea.
<b>*(In Conjunction w/ SSD Unit Wt of Aggregates)</b>			
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$67.75/Ea.	\$68.77/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$73.95/Ea.	\$75.06/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$43.15/Ea.	\$43.80/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$14.80/Ea.	\$15.02/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$80.20/Ea.	\$81.40/Ea.

**Concrete/Masonry Field & Laboratory Testing**

Slump Test	ASTM C 143 - Tex-415-A	<b>\$no charge</b>	<b>\$no charge</b>
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$22.15/Ea.	\$22.48/Ea.
Air Content (Volumetric)	ASTM C 173	\$24.65/Ea.	\$25.02/Ea.
Casting of Concrete Cylinders	ASTM C 31	<b>\$no charge</b>	<b>\$no charge</b>
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$14.85/Ea.	\$15.07/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	\$11.15/Ea.	\$11.32/Ea.
Casting of Grout Prisms	ASTM C 1019	<b>\$no charge</b>	<b>\$no charge</b>
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$30.85/Ea.	\$31.31/Ea.
Casting of Mortar Cubes	ASTM C 780	<b>\$no charge</b>	<b>\$no charge</b>
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$30.15/Ea.	\$30.60/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	\$215.75/Ea.	\$218.99/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$215.75/Ea.	\$218.99/Ea.

**\*(In Conjunction w/ Field Inspection)**

**Pavement Thickness / Asphalt Quality**

		<b>FY 2010</b>	<b>FY 2011</b>
Coring – ACP Thickness	ASTM D 3549	\$61.70/Ea.	\$62.63/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	\$82.10/Ea.	\$83.33/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	\$67.80/Pr.	\$68.82/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$215.80/Ea.	\$219.04/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	\$37.00/Ea.	\$37.56/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	\$80.20/Ea.	\$81.40/Ea.

**Geotechnical Field Services**

		<b>FY 2010</b>	<b>FY 2011</b>
Mobilization		\$412.00/Day	\$418.18/Day
Stand-By Time		\$180.25/Hr.	\$182.95/Day
Texas Cone Penetration Test (Tex-132)		\$5.15/Ea.	\$5.23/Ea.
Soil Boring / Solid Stem		\$28.85/Lf	\$29.28/Lf
Soil Boring / Hollow Stem		\$28.85/Lf	\$29.28/Lf
Soil Boring / Mud Rotary		\$28.85/Lf	\$29.28/Lf
Support Truck		\$1.55/Mi.	\$1.57/Mi.
Peizometer / Monitoring Well		By Quote	By Quote

**Soil Classification Testing**

		<b>FY 2010</b>	<b>FY 2011</b>
Moisture Content Determination		\$9.85/Ea.	\$10.00/Ea.
Determination of Liquid Limit of Soils		\$49.35/Ea.	\$50.09/Ea.
Determination of Plastic Limit of Soils		\$49.35/Ea.	\$50.09/Ea.
Atterberg Limits of Soils		\$73.95/Ea.	\$75.06/Ea.
Bar Linear Shrinkage of Soils		\$61.70/Ea.	\$62.63/Ea.
<b>Sieve Analysis</b>			
Through #200 Sieve		\$72.10/Ea.	\$73.18/Ea.
Finer #200 Sieve		\$51.50/Ea.	\$52.27/Ea.
Unit Dry Weight		\$26.78/Ea.	\$27.18/Ea.
Specific Gravity		\$72.10/Ea.	\$73.18/Ea.

**Strength / Volume Change Laboratory Testing**

		<b>FY 2010</b>	<b>FY 2011</b>
Unconfined Compression-Soil Shelby Tube Specimen		\$46.35/Ea.	\$47.05/Ea.
Unconfined Compression-RockCore Specimen		\$49.45/Ea.	\$50.19/Ea.
Swell Test-Pressure Method		\$257.50/Ea.	\$261.36/Ea.
Swell Test-Free Swell		\$144.20/Ea.	\$146.36/Ea.
Consolidation Test		\$484.10/Ea.	\$491.36/Ea.
Hydraulic Conductivity		\$360.50/Ea.	\$365.90/Ea.

**Pavement Investigation**

**FY 2010**

**FY 2011**

Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index,  
Stabilized Subgrade Thickness and Plasticity Index

\$462.35/Ea.

\$469.29/Ea.

**L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.**

**Personnel:**

Engineer (Principal).....	\$148.00/Hr.	\$150.22/Hr.
Engineering Specialist.....	\$110.95/Hr.	\$112.61/Hr.
Technician (Soils).....	\$44.40/Hr.	\$45.07/Hr.
Technician (Concrete).....	\$56.70/Hr.	\$57.55/Hr.
Technician (Asphalt).....	\$56.70/Hr.	\$57.55/Hr.

**Engineering Review, Evaluation, Management & Administration**

**FY 2010**

**FY 2011**

Test Report..... \$21.90/Ea.

\$22.23/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

**Expenses:**

Mileage..... .48/Mi

.49/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

**EXHIBIT "D"**  
**HIDALGO COUNTY**  
**Agreement #C-00-000-00-00**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. \_\_\_\_**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, \_\_\_\_\_ professional Laboratorys of \_\_\_\_\_ Texas, hereinafter called "**Laboratory**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Laboratory** to provide \_\_\_\_\_.

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \_\_\_\_\_. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

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

Account No. - \_ \_ \_ \_ \_ - \_ \_ \_ \_ \_ - \_ \_ \_ \_ \_ - \_ \_ \_ \_ \_

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. \_ Commissioner \_\_\_\_ as to content and detail of this Work Authorization No. \_\_\_\_.

**HIDALGO COUNTY**  
**COMMISSIONER PRECINCT No. \_\_\_\_:**  
BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**THE LABORATORY:**

L&G Engineering Laboratory LLC

By: \_\_\_\_\_  
Print Name

**THE OWNER:**

HIDALGO COUNTY

By: Rene A. Ramirez, County Judge

**ATTEST:**

by: Arturo Guajardo Jr., County Clerk

**EXHIBIT "E"**  
Supplemental Agreement Form

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO    §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and \_\_\_\_\_, Professional Laboratory of, \_\_\_\_\_, Texas, hereinafter called the "**Laboratory**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Laboratory** executed the **Agreement** on the \_\_\_\_\_ day of \_\_\_\_\_ **2009** concerning Laboratory for \_\_\_\_\_ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Paragraph \_\_\_\_ of the **Agreement**, (paragraph title), establishes \_\_\_\_\_; and,

**WHEREAS**, it has become necessary to amend the Agreement to \_\_\_\_\_  
\_\_\_\_\_

A.     AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I.     Paragraph \_\_\_\_ of the **Agreement**, (paragraph title), is revised to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**THE LABORATORY:**

**BY:** \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_

**THE OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_

Rene A. Ramirez, County Judge

**LIST OF ATTACHMENTS**

(as required)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2010

PRODUCER <b>Willis of Texas, Inc.</b> 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED  <b>L &amp; G Engineering Laboratory LLC,                  L &amp; G Consulting Engineers, Inc.                  2100 W Expressway 83                  Mercedes, TX 78570</b>	INSURER A: <b>Steadfast Insurance Co.</b>	<b>26387</b>
	INSURER B: <b>Texas Mutual Insurance Company</b>	<b>22945</b>
	INSURER C: <b>Peerless Insurance Company</b>	<b>24198</b>
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GPL967060502	07/19/10	07/19/11	EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
					MED EXP (Any one person) \$5,000
					PERSONAL & ADV INJURY \$2,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA1151573	07/19/10	07/19/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <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"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF00010203000	07/23/10	07/23/11	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	YES				E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Professional Liability	GPL967060502	07/19/10	07/19/11	\$2,000,000 Aggregate \$2,000,000 Per Occasion

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.**  
**Waiver of Subrogation in favor of Certificate Holder.**

<b>CERTIFICATE HOLDER</b>  Hidalgo County Purchasing Dept. Martha L. Salazar, CPPB 2812 S Business Hwy 281 Edinburg, TX 78539	<b>CANCELLATION 10 Days for Non-Payment</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE 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 <i>Brian E Lewis</i>

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**APPROVED**

AI-23489

20.B.1.

**Contract Approval-L&G Engineering Laboratory-"Construction Materials Testing Services"**

**CC REGULAR**

**Date:** 10/19/2010  
**Submitted By:** Vangie Garcia, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department

**Sub-category:** Prct. 1

Information

CAPTION

Acceptance and approval of contract document with L&G Laboratory (authorized for negotiations by CC on 08/24/10)for the provision of "Construction Materials Testing Services" for Hidalgo County Precinct No.1 Project(s) on "An As Needed Basis".

BACKGROUND

Fiscal Impact

**FISCAL YEAR:** 2010 **ACCT. #:** CO's 2010, fund 1342  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Possible funding source is CO's 2010, fund 1342.

The purpose of this agenda item is to have a contract in place should Pct. 1 be in need of construction materials testing services.

Funding will be in place, once projects are identified by Pct. 1 and WAs are submitted by project engineer. Contract is on an "as needed basis".

Attachments

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/14/2010 02:24 PM	APRV
2	Budget & Management	Sylvia Solis	10/14/2010 02:40 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/15/2010 09:04 AM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Vangie Garcia  
Started On: 10/14/2010 09:16 AM  
Final Approval Date: 10/15/2010

AI-27484

16. B. 2.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Marty Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

**CAPTION**

- a. Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County Precinct No. 1 and Delta Lake Irrigation District for the provision of irrigation water for park(s);
- b. Acceptance and approval of an Interlocal Cooperation Agreement Project: provision of water for the irrigation of approximately 30 acres of park more specifically, Delta Lake Park in Precinct No. 1.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1100-452-00-121-013-0-411

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 7-14-11 \$5,318.76; a prorated amount of \$402.00 will be paid by the Co. to the Delta Lake Irrigation District within thirty (30) days after interlocal agreement is executed for the remainder of the year 2011.

An annual fee of \$800.00 will be paid by Co. to Delta Lake Irrigation District for the year 2012 upon renewal of interlocal agreement. Please refer to article 3 of interlocal agreement.

**Attachments**

Interlocal Documentation

Correspondence

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	07/12/2011 04:57 PM
Budget & Management	Merlen P. Munoz	07/12/2011 04:59 PM
Ivan Cantu	Ivan Cantu	07/15/2011 08:46 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Vangie Garcia		Started On: 07/12/2011 01:30 PM
	Final Approval Date: 07/15/2011	

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 irrigate approximately 30 acres of the Delta Lake Park Grounds located at 28312 FM 88, 2 ½ miles North of Monte Alto, Edcouch, Texas through an Interlocal Cooperation Agreement to be entered into with the Delta Lake Irrigation District and Hidalgo County.

By vote on July 19 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

Approved By Commissioners Court: July 19, 2011

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY AND  
DELTA LAKE IRRIGATION DISTRICT**

**THIS AGREEMENT** is made on this the 19<sup>th</sup> day of July, 2011 by and between **HIDALGO COUNTY, TEXAS** hereinafter referred to as “**County**” and **DELTA LAKE IRRIGATION DISTRICT**, hereinafter referred to as “**Irrigation District**”, pursuant to the provisions of the Texas Interlocal Cooperation Act (the “Act”), as follows:

**WITNESSETH:**

**WHEREAS**, County desires to irrigate the Delta Lake Park Grounds (the “Park”), a County park facility, with water purchased and supplied by and through the facilities of the Irrigation District;

**WHEREAS**, County and Irrigation district acknowledge and agree that the sale of irrigation water by the Irrigation District and the purchase of irrigation water by the County to irrigate the Park are in furtherance of a governmental function and service under the Act with regards to both parties;

**WHEREAS**, Irrigation District agrees to deliver such amount of water as determined and requested by the County necessary to irrigate the Park located within the boundaries of County Precinct No. 1; and

**NOW, THEREFORE**, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the Irrigation District, in consideration of the mutual covenants expressed hereinafter, hereby agree as follows:

1. The Irrigation District will provide the amount of water as determined and requested by the County to the Park located at 28312 FM 88, 2½ Miles North Of Monte Alto, Edcouch, Texas 78538.
2. County Precinct No. 1 Park staff/employees must only use the water purchased and supplied by the Irrigation District to irrigate approximately 30 acres of the Park.
3. The County agrees to pay a one-time pro-rated amount of \$402.00 for the remainder of year 2011 within thirty (30) days from the date the County receives an invoice from the Irrigation District. The term of this agreement shall commence from the date this agreement is approved by both the governing bodies of the County and the Irrigation District and shall terminate on December 31, 2011. This agreement may be renewed by the County on an annual basis. If the agreement is renewed and approved by the County for the following year, the County agrees to pay a one-time annual fee of \$800.00 effective January 1, 2012, payable within thirty (30) days from the date the County receives the invoice from the Irrigation District. If the Irrigation District wishes to adjust such \$800.00 amount in connection with a uniform adjustment to its water supply and delivery rates to all of its other existing water supply customers, the Irrigation District shall notify the County in writing, thirty (30) days before the expiration date of this agreement.
4. During the term of the Agreement, either Party may terminate this Agreement by giving the other party thirty (30) days written notice of such termination.

5. **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(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **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 approved executed by County and Irrigation District, and not otherwise.
8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

**Hidalgo County**  
Attention: Ramon Garcia, County Judge  
1615 S. Closner, Suite J  
Edinburg, Texas 78539

With a Copy to:

Hidalgo County Precinct No. 1  
Attention: Joel Quintanilla, Commissioner Precinct 1  
1902 Joe Stevens  
Weslaco, Texas 78596

If to Irrigation District:

Delta Lake Irrigation District  
Attention: Dale Murden  
10370 Charles Green Road  
Edcouch, Texas 78538

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.

10. **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.
11. **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.
12. **Assignment.** This Agreement shall not be assignable.
13. **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.
14. **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
15. **Authority to Execute.** The execution and performance of this Agreement by County and Irrigation District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Irrigation District in accordance with its terms.
16. **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.
17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Irrigation District. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

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

**HIDALGO COUNTY**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**DELTA LAKE IRRIGATION DISTRICT**

By: \_\_\_\_\_  
Dale Murden, President

ATTEST:

\_\_\_\_\_  
Neal Galloway, Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 07/19/2011

## Evangelina Garcia

---

**From:** Noe Montez [noe.montez@co.hidalgo.tx.us]  
**Sent:** Friday, June 10, 2011 10:37 AM  
**To:** evangelina.garcia@co.hidalgo.tx.us  
**Subject:** FW: Emailing: delta lake irrigation district quote

See the information that was provided to me by Mr. Pete Garcia, Parks Director

-----Original Message-----

From: Pedro Garcia [mailto:pedro.garcia@co.hidalgo.tx.us]  
Sent: Thursday, June 09, 2011 11:25 AM  
To: 'Noe Montez'  
Subject: RE: Emailing: delta lake irrigation district quote

Noe, as per your request, Delta Lake Park is located at 28312 FM 88, about 2 1/2 miles north of Monte Alto, Edcouch, Texas 78538. Delta Lake Irrigation District will provide a lawn care service agreement to Delta Lake Park. The irrigation district will allow the Delta Park Staff to use irrigation water to flood irrigate approximately 30 acres of Delta Lake Park picnic grounds. The Hidalgo County Pct.1

Will pay a flat fee of \$800.00 yearly effective 1/01/12 and will automatically renew every year in January for the exemption of this Year in 2011 which will be prorated for the remaining 7 months for a total of \$469.00.

Members

Delta Lake Irrigation District Board

President- Dale Murden  
Vice President- Glynda Hester  
Secretary- Neal

Galloway

Director- Chuck McDonald  
Director- Joe Pennington

Delta Lake Park is a county park facility which consist of a large pavilion with picnic tables and over 100 concrete picnic tables with B.B.Q. Pits, playground equipment, softball field and open fields surrounded by trees.

Please call me at (956)463-5455 if you have any further questions.

Thanks again for your assistance.

---

--Original Message--

From: Noe Montez [mailto:noe.montez@co.hidalgo.tx.us]  
Sent: Monday, June 06, 2011 3:59 PM  
To: pedro.garcia@co.hidalgo.tx.us  
Subject: FW: Emailing: delta lake irrigation district quote

Pete, Can you provide us with the requested information.

AI-27520

16. C. 1.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Marty Salazar

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

**CAPTION**

Presentation of bids received with recommendation from project engineer, Javier Hinojosa for the purposes of award to Valley Boring Service, LLC (low bidder meeting all specifications attached hereto) with a base bid of \$73,160.00 for "Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal and as concurred by Commissioner Joe M. Flores, Hidalgo County Pct. #3-Project #2011-174-07-06-OGG.

**BACKGROUND**

As reviewed and recommended by Javier Hinojosa Engineering for proposed 36" Dry Bore to 2 Mile Abram Rd. Appropriation of funds under Acct. #1-1339-431-00-123-092-0-733 as per Pct. #3.

**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1339-431-00-123-092-0-733

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available funds as of 7/14/11 are \$100,000.45.

**Attachments**

11-174

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	07/14/2011 11:29 AM
Budget & Management	Merlen P. Munoz	07/14/2011 11:36 AM
Perla Lopez	Perla Lopez	07/14/2011 02:06 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Oscar Garza		Started On: 07/13/2011 02:32 PM
	Final Approval Date: 07/15/2011	

**From:** [Norma Ceballos](#)  
**To:** ["Oscar Garza"](#)  
**Date:** Wednesday, July 13, 2011 2:12:11 PM  
**Attachments:** [2Mile Line & Abram Rd. Drainage Improvements.pdf](#)

---

Oscar,

Commissioner Flores concurs with the lowest bidder on the 2 Mile Line and Abram Road Drainage Improvements. Please prepare agenda item for approval on the next commissioner's court meeting.

Attached is the recommendation letter from the Engineer with Commissioner's approval.

Thanks.

# 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

July 11, 2011

Commissioner Joe M. Flores  
Hidalgo County Precinct 3  
724 N. Breyfogle  
Mission, Texas 78572

Re: ~~Prairie View Subd., Phase I~~ **2 Mile Line Abram Rd Drainage Improvements**  
**36" Bore under H.C.I.D. No. 6 Canal**  
**Bid No. 2011-174-07-06-OGG**

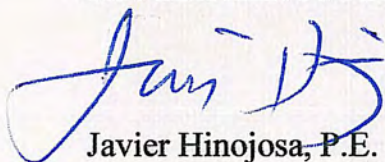
Dear Commissioner Flores,

Bids were received and opened for the 2 Mile Line and Abram Road Drainage Improvements consisting of a 36" Bore with steel casing under the Hidalgo County Irrigation District No. 6 Canal on July 6, 2011. A total of two bids were received with Valley Boring Service, LLC being the low bidder with a total base bid of \$73,160.00. Attached is a copy of the bid tabulation for your review. Valley Boring Service, LLC is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Valley Boring Service, LLC in the amount of \$73,160.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

**JAVIER HINOJOSA ENGINEERING**



Javier Hinojosa, P.E.

cc: Mr. Oscar Garza, Hidalgo County Purchasing Department, Procurement Specialist

**Bid Tabulation Sheet**  
**Hidalgo County Precinct No. 3**  
**Drainage Improvement To 2 Mile Line Dry Bore Method to Abram Canal Crossing**  
**Bid Date: July 6, 2011 @ 9:30 a.m.**

<b><u>A. Drainage Improvements</u></b>	<b><u>QUANTITIES</u></b>	<b><u>Valley Boring Service, LLC</u></b>		<b><u>The 5125 Company</u></b>	
1. 36" Bore with Steel Casing	80 LF	\$690.00	\$55,200.00	\$850.00	\$68,000.00
2. Trench Protection	80 LF	\$62.00	\$4,960.00	\$75.00	\$6,000.00
3. Traffic Control	Lump Sum	\$3,000.00	\$3,000.00	\$1,555.55	\$1,555.55
4. Hidalgo County Irrigation District No. 6 Permit Fee	Stated Amount	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
<b>Total Base Bid:</b>			<b>\$73,160.00</b>		<b>\$85,555.55</b>

**Bid Tabulation Sheet**  
**Hidalgo County Precinct No. 3**  
**“Drainage Improvement to 2 Mile Line Dry Bore Method to Abram Canal Crossing”**  
**Bid # 2011-174-07-06-OGG**  
**Bid Date: July 6, 2011 @ 9:30 a.m.**  
**Engineer: Javier Hinojosa Engineering**

<u>Bidder</u>	<u>Total Base Bid</u>	<u>Bid Bond Provided</u>
1. Valley Boring Service, LLC	<u>\$73,160.00</u>	<u>Cashier's Check</u>
2. The 5125 Company	<u>\$85,555.55</u>	<u>Cashier's Check</u>

AI-27461

16. D. 1.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Marty Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

**CAPTION**

- a. Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING for: "Professional GEO Technical Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.
- b. Requesting approval of Work Authorization No. 1 for (\$ 6,412.88) from L&G Engineering for "Professional GEO Technical Services" in connection to Contract #C-11-185-07-19, for ongoing (Project): Building Repairs and/or Additions and Renovations to the WIC OFFICES located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company).
- c. Requesting approval of a "professional surveying services" agreement with DOS LAND SURVEYING for: "Surveying Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

**BACKGROUND**

Contract Doc#C-11-185-07-19-L&G Engineering (GEO Technical Services)  
 Work Authorization#1 - L&G Engineering (Geo Tech Svc for ongoing project for WIC Off at Pct 4)  
 Contract Doc#C-11-184-07-19-Dos Land Surveying (Surveying Services)  
 Email approval by legal-Contract Documents  
 Email approval by Raul Sesin-Engineering Rates

**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1200-431-00-124-007-0-731

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 7-14-11 \$154,766.15

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1292-441-00-350-001-1-720

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 7-14-11 \$39,331.00

**Attachments**

contract#C-11-185-07-19-L&G Eng  
WA#1-L&G Engineering(WIC Offices)

contract#C-11-184-07-19-DLSurveying

email apprvd by legal

email apprvd eng rates-Mr Sesin

email legal apprvd contract-DLS

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	07/12/2011 04:16 PM
Budget & Management	Merlen P. Munoz	07/12/2011 04:42 PM
Manuel Chapa	Manuel Chapa	07/14/2011 03:59 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Letty Saenz		Started On: 07/11/2011 10:26 AM
	Final Approval Date: 07/15/2011	

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT**  
**C-11-185-07-19**

**THIS AGREEMENT** is made effective the 19<sup>th</sup> day of **July, 2011** by and between **HIDALGO COUNTY, TEXAS**, ("County") **Hidalgo County Precinct No. 4** and **L & G Engineering** of Mercedes, a Texas Corporation ("Engineer").

**WITNESSETH:**

**WHEREAS**, the County is vested with the responsibility of providing "**Geo Technical Services**" for projects located within **Hidalgo County Precinct No. 4 (on an as needed basis)** (the "Services");

**WHEREAS**, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a Professional Engineer to assist the County by providing the Services;

**WHEREAS**, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

**1. Scope of Services.** The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Engineer".

**2. Term.** This Agreement is for a period of **one (1) year**, effective **July 19, 2011**, and will expire **July 18, 2012** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "**Work Authorization**".

**3. Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

**4. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a

subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

**5. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**6. Reporting.** The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a

statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**7. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**8. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**9. Progress and Coordination.** The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such

information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the 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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the

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

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**10. Independent Contractor.** Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**11. Subcontracting and Assignment.** The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

**12. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

**13. Insurance.** Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

**14. Payment of Franchise Tax.** The 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

**15. No Assignment.** Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

**17. Termination by County.** If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

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**18. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**19. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

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

**21. Hold Harmless.** In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**22. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not



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

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

**28. Professional Seal.** All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

**29. 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).

**EXECUTED** as of the day and year first written above.

**COUNTY:**  
**COUNTY OF HIDALGO, TEXAS**

By: \_\_\_\_\_  
Hon. Ramon Garcia, County Judge

**ENGINEER:**  
**L & G ENGINEERING**

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

*Approved by Commissioners' Court on:* \_\_\_\_\_

**APPROVED AS TO FORM:**  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

**ATTACHMENTS:**

- |                  |   |
|------------------|---|
| <b>EXHIBIT A</b> | -Scope of Services to be provided by the County   |
| <b>EXHIBIT B</b> | -Scope of Services to be provided by the Engineer |
| <b>EXHIBIT C</b> | -Engineer's Rates                                 |
| <b>EXHIBIT D</b> | -Work Authorization Form                          |
| <b>EXHIBIT E</b> | -Supplemental Agreement Form                      |
| <b>EXHIBIT F</b> | -Certificates of Insurance                        |

## **EXHIBIT A-1**

-Request for Qualifications (RFQ)  
Procurement Packet



PURCHASING DEPARTMENT  
County Of Hidalgo


REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)  
"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



PURCHASING DEPARTMENT  
County Of Hidalgo

December 13, 2010

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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

**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

(956) 318-2626

Form HCPD-04

**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](mailto: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

<b>RFQ Acceptance, 9:30 A.M.</b>	<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**

[REDACTED]

[REDACTED]

[REDACTED]

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: \_\_\_\_\_

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 or contractor considering doing business with Hidalgo County ("the

County”) to disclose in the Conflict of Interest Questionnaire (“the CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER’S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer’s Affidavit (attached herein in Exhibit D) certifying that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer’s Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ’s:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**

The pool term is for a period 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 Studics
- 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 it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required ).

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING:**

Once a Project has been identified and it is determined that 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.

## **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 its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

### **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**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	_____
<b>Total Score</b>		_____

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	DESCRIPTION	FORM NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	AMOUNT
A	<b>GENERAL LIABILITY</b>				
	COMMERCIAL GENERAL LIABILITY				\$
	GLASS BREAK - EXCLUDED				\$
	WARRIS & TOND TROTT				\$
	WARRIS & TOND TROTT				\$
	ENL. AGGREGATE LIMIT APPLICABLE TO ALL POLICIES				\$
					\$
					\$
					\$
					\$
B	<b>AUTOMOBILE LIABILITY</b>				
	COMMER. GEN. LIAB. - PROP. DAMAGE				\$
	BODILY INJURY - Per person				\$
	BODILY INJURY - Per accident				\$
	PROPERTY DAMAGE - Per accident				\$
C	<b>GARAGE LIABILITY</b>				
	ADDITIONAL LIABILITY				\$
	OTHER THAN AUTOMOBILE				\$
D	<b>EXCESS LIABILITY</b>				
	EXCESS LIABILITY				\$
	EXCESS LIABILITY				\$
	EXCESS LIABILITY				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				
	WORKERS COMPENSATION				\$
	EMPLOYER'S LIABILITY				\$
	EMPLOYER'S LIABILITY				\$
	<b>OTHER</b>				

**SAMPLE**

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County  
Attn: Purchasing Department  
2812 S Highway Bus. 281  
Edinburg, Texas 78539

ADDITIONAL INSURED INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE.

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the **APPLICABLE:**

1. Licenses: \_\_\_\_\_

2. Bonds: \_\_\_\_\_

3. Certificates: \_\_\_\_\_

4. Permits: \_\_\_\_\_

5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

**\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**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"**

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b>
--

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\_\_\_\_\_.



**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 Arc 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: \_\_\_\_\_

---

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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: \_\_\_\_\_

---

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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: \_\_\_\_\_

---

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## 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				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 15px; border: 1px solid black;"></td> <td style="width: 25px; height: 15px; border: 1px solid black;"></td> <td style="width: 25px; height: 15px; border: 1px solid black;"></td> <td style="width: 25px; height: 15px; border: 1px solid black;"></td> </tr> </table>				

or

Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 15px; border: 1px solid black;"></td> <td style="width: 25px; height: 15px; border: 1px solid black;"></td> <td style="width: 25px; height: 15px; border: 1px solid black;"></td> <td style="width: 25px; height: 15px; border: 1px solid black;"></td> </tr> </table>				

**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.

**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 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov/online/ss-5.pdf](http://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/](http://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](http://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
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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 orison) that receives agricultural program payments	The public entity

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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**

-Scope of Services to be  
Provided by the County

# **Exhibit "A"**

## **Services to be provided by County**

The following provides an outline of the services to be provided by the County in the development of Project.

### **General**

The County will provide to the Engineer the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- 2) Payment for work performed by the Engineer and accepted by the County in accordance with Article 6 of this Agreement.
- 3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
- 4) Provide any available relevant data the County may have on file concerning the project.
- 5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreement upon work schedule prepared in accordance with Exhibit "C" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordination and conducted by the Engineer.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

## **EXHIBIT B**

-Scope of Services to be  
Provided by the Engineer

**EXHIBIT "B"**  
**Scope of Services**

**PROJECT:** Professional Geotechnical Engineering Services on an "as needed basis" for Hidalgo County Pct. No. 4.

**GENERAL SCOPE OF WORK**

The Scope of Work will entail providing The County of Hidalgo with Professional Geotechnical Engineering Services.

The Scope of Work is identified as follows:

- **Geotechnical Engineering Services**

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

**Geotechnical Engineering Services**

**Geotechnical Drilling Services**

L&G Engineering will provide drilling services for Hidalgo County Pct. No. 4. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer than No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

## **Engineering Services**

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

**Hidalgo County Pct. No. 4** will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

**Hidalgo County Pct. No. 4** will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

**Schedule**

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

# **EXHIBIT C**

-Engineer's Contract Rates

**EXHIBIT "C"**  
**HIDALGO COUNTY PCT. No. 4**  
**GEOTECHNICAL ENGINEERING**  
**RATES FOR FY 2011-2012**

<u><b>Geotechnical Field Services</b></u>	<b>FY 2011</b>	<b>FY 2012</b>
Mobilization	\$418.18/Day	\$424.45/Day
Stand-By Time	\$182.95/Hr.	\$185.69/Day
Texas Cone Penetration Test (Tex-132)	\$5.23/Ea.	\$5.31/Ea.
Soil Boring / Solid Stem	\$29.28/Lf	\$29.72/Lf
Soil Boring / Hollow Stem	\$29.28/Lf	\$29.72/Lf
Soil Boring / Mud Rotary	\$29.28/Lf	\$29.72/Lf
Support Truck	\$1.57/Mi.	\$1.59/Mi.
Peizometer / Monitoring Well	By Quote	By Quote
<u><b>Soil Classification Testing</b></u>	<b>FY 2011</b>	<b>FY 2012</b>
Moisture Content Determination	\$10.00/Ea.	\$10.15/Ea.
Determination of Liquid Limit of Soils	\$50.09/Ea.	\$50.84/Ea.
Determination of Plastic Limit of Soils	\$50.09/Ea.	\$50.84/Ea.
Atterberg Limits of Soils	\$75.06/Ea.	\$76.19/Ea.
Bar Linear Shrinkage of Soils	\$62.63/Ea.	\$63.57/Ea.
<b>Sieve Analysis</b>		
Through #200 Sieve	\$73.18/Ea.	\$74.28/Ea.
Finer #200 Sieve	\$52.27/Ea.	\$53.05/Ea.
Unit Dry Weight	\$27.18/Ea.	\$27.59/Ea.
Specific Gravity	\$73.18/Ea.	\$74.68/Ea.
<u><b>Strength / Volume Change Laboratory Testing</b></u>	<b>FY 2011</b>	<b>FY 2012</b>
Unconfined Compression-Soil Shelby Tube Specimen	\$47.05/Ea.	\$47.76/Ea.
Unconfined Compression-RockCore Specimen	\$50.19/Ea.	\$50.94/Ea.
Swell Test-Pressure Method	\$261.36/Ea.	\$265.28/Ea.
Swell Test-Free Swell	\$146.36/Ea.	\$148.56/Ea.
Consolidation Test	\$491.36/Ea.	\$498.73/Ea.
Hydraulic Conductivity	\$365.90/Ea.	\$371.39/Ea.
<b>L&amp;G Engineering Laboratory provides Technical and Engineering services at the rates listed below.</b>		
<b>Personnel:</b>		
Engineer (Principal).....	\$150.22/Hr.	\$152.47/Hr.
Engineering Specialist.....	\$112.61/Hr.	\$114.30/Hr.
Technician (Soils).....	\$45.07/Hr.	\$45.75/Hr.
Technician (Concrete).....	\$57.55/Hr.	\$58.41/Hr.
Technician (Asphalt).....	\$57.55/Hr.	\$58.41/Hr.
<b>Expenses:</b>		
Mileage.....	.49/Mi	.50/Mi.

^^Fees adjusted approximately 1.5% annually.

# **EXHIBIT D**

-Work Authorization Form

**EXHIBIT "D"**  
**HIDALGO COUNTY**  
**Professional Engineering for GEO Technical Services**  
**Agreement #C-11-185-07-18**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, \_\_\_\_\_ professional Engineer's of \_\_\_\_\_ Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide \_\_\_\_\_.

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \_\_\_\_\_. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

**PART 4. FUNDING**

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

Account No. \_\_\_\_\_

Requisition Number \_\_\_\_\_ (**MUST BE INCLUDED AFTER CC APPROVAL**)

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this Work Authorization No. \_.

**HIDALGO COUNTY  
COMMISSIONER PRECINCT No. 4:**

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (approval date) \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**THE ENGINEER:  
L & G ENGINEERING**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
Jacinto Garza, P.E./President

\_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

# **EXHIBIT E**

-Supplemental Agreement Form



**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:**

**BY:** \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_

**THE OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

(as required)

## **EXHIBIT F**

-Certificates of Insurance

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2011

<b>PRODUCER</b> Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> L & G Engineering 2100 W Expressway 83 Mercedes, TX 78570	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Steadfast Insurance Co.</b></td> <td>26387</td> </tr> <tr> <td>INSURER B: <b>Texas Mutual Insurance Company</b></td> <td>22945</td> </tr> <tr> <td>INSURER C: <b>Peerless Insurance Company</b></td> <td>24198</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Steadfast Insurance Co.</b>	26387	INSURER B: <b>Texas Mutual Insurance Company</b>	22945	INSURER C: <b>Peerless Insurance Company</b>	24198	INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>Steadfast Insurance Co.</b>	26387												
INSURER B: <b>Texas Mutual Insurance Company</b>	22945												
INSURER C: <b>Peerless Insurance Company</b>	24198												
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GPL967060502	07/19/10	07/19/11	EACH OCCURRENCE <b>\$2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$2,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>								
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA1151573	07/19/10	07/19/11	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF00010203000  YES	07/23/10	07/23/11	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">WC STATU- TORY LIMITS</td> <td style="font-size: small;">OTH- ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td><b>\$1,000,000</b></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td><b>\$1,000,000</b></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td><b>\$1,000,000</b></td> </tr> </table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT	<b>\$1,000,000</b>	E.L. DISEASE - EA EMPLOYEE	<b>\$1,000,000</b>	E.L. DISEASE - POLICY LIMIT	<b>\$1,000,000</b>
WC STATU- TORY LIMITS	OTH- ER												
E.L. EACH ACCIDENT	<b>\$1,000,000</b>												
E.L. DISEASE - EA EMPLOYEE	<b>\$1,000,000</b>												
E.L. DISEASE - POLICY LIMIT	<b>\$1,000,000</b>												
A	OTHER Professional Liability	GPL967060502	07/19/10	07/19/11	<b>\$2,000,000 Aggregate</b> <b>\$2,000,000 Per Occasion</b>								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.  
 Waiver of Subrogation in favor of Certificate Holder.

**CERTIFICATE HOLDER**

**CANCELLATION 10 Days for Non-Payment**

Hidalgo County Purchasing Dept Marth L. Salazar, CPPB 2812 S. Buisness Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <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 <i>Brian E Lewis</i>
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-11-185-07-19**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 1**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING** professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Professional Geotechnical Engineering Services for "Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas within Hidalgo County Precinct No. 4"

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$6,412.88**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:  
Account No. 1-1292-441-00-350-001-1-720  
Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

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

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 4:


BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 07/19/11 as indicated below and effective as of 19th day of July, 2011.

THE ENGINEER:  
L&G ENGINEERING

THE OWNER:  
HIDALGO COUNTY

  
By: Jacinto Garza, P.E.

\_\_\_\_\_  
Hon. Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
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

**ATTACHMENT "A"**  
**Scope of Services (Owner)**

***PROJECT:*** "Building Repairs and/or Additions and Renovations" to the W.I.C. Offices located in Edinburg, Texas within Hidalgo County Precinct No. 4

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering** with **Site Maps, Plans and Specifications** for the **W.I.C. Offices** located in **Edinburg, Texas**.

**ATTACHMENT "B"**  
**Scope of Services (Engineer)**

**PROJECT:** "Building Repairs and/or Additions and Renovations" to the W.I.C. Offices located in Edinburg, Texas within Hidalgo County Precinct No. 4

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Professional Geotechnical Engineering Services**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Geotechnical Engineering Services***

**Geotechnical Drilling Services**

**L&G Engineering** will provide drilling services for **Hidalgo County Pct. No. 4**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer than No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

## **Engineering Services**

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

**Hidalgo County Pct. No. 4** will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

**Hidalgo County Pct. No. 4** will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

**Schedule**

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

**ATTACHMENT "C"**  
**Work Schedule**

**PROJECT:** "Building Repairs and/or Additions and Renovations" to the W.I.C. Offices located in Edinburg, Texas within Hidalgo County Precinct No. 4

*Work Schedule*

**L&G Engineering** will provide **Hidalgo County Pct. No. 4** with **Professional Geotechnical Engineering Services** as outlined in **Contract Agreement C-11-18509-19**.

**ATTACHMENT "D"**  
**Cost Proposal**

***PROJECT:*** "Building Repairs and/or Additions and Renovations" to the W.I.C. Offices located in Edinburg, Texas within Hidalgo County Precinct No. 4

**See Attached**



Attachment I  
 Geotechnical Field Services  
 Hidalgo County WIC Office Addition/Renovation - Pct. 4  
 Prepared for Hidalgo County Pct. 4

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
<b>I.</b>	<b>Project Management / Review</b>				
	A. Principal / Project Manager / Review	Hours			
	B. Senior Project Engineer (Staff)	Hours			
	C. Typing and Clerical (Report)	Hours			
	D. Lodging	Day			
	E. Mileage	Mile			
	F. Air Travel	Trip			
<b>II.</b>	<b>Utility Clearances / Boring Locates</b>				
	A. Technician (Locate Borings)(Util Clr)	Hours	2	\$ 45.07	\$ 90.14
	B. Staff Engineer/Geologist/Scientist	Hours			
	C. Rebar (stakes with impalement covers)	Cost +12.5%			
	D. Vehicle Charge	Mile			
	E. Mileage	Mile	50	\$ 0.490	\$ 24.50
<b>III.</b>	<b>Field Exploration</b>				
A	Mobilization/Demobilization	Day	1	\$ 418.18	\$ 418.18
B	Field Exploration				
	1. Soil Boring/Solid Stem w SPT Testing	Feet	40	\$ 29.28	\$ 1,171.20
	2. Texas Cone Penetration Tests	Ea.	0	\$ -	\$ -
	3. Field Logger / Engineering Tech	Hour	6	\$ 45.07	\$ 270.42
	4. 24 Hr. Water Level Observations	Hour	2	\$ 45.07	\$ 90.14
	5. Piezometers	Each	0	\$ -	\$ -
	6. Vehicle Charge (Support Vehicle)	Mile	50	\$ 1.57	\$ 78.50
	7. Vehicle Charge (Logger)	Mile	100	\$ 0.49	\$ 49.00
<b>IV</b>	<b>Engineering Data Analysis / Report</b>				
	1. Engineering Spec. (Soil Classification)	Hours	2	\$ 112.61	\$ 225.22
	2. Engineering Spec. (Logs)	Hours	2	\$ 112.61	\$ 225.22
	3. Moisture Content	Ea.	10	\$ 9.95	\$ 99.50
	4. Atterberg Limits	Ea.	6	\$ 75.05	\$ 450.30
	5. -200 Determination	Ea.	6	\$ 62.63	\$ 375.78
	6. Consolidation Tests	Ea.			\$ -
	7. Unconfined Compression Testing	Ea.	2	\$ 47.05	\$ 94.10
<b>Project Total</b>					<b>\$ 3,662.20</b>

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**PROFESSIONAL SERVICES AGREEMENT**  
**C-11-184-07-19**

**THIS AGREEMENT** is made effective the 19<sup>th</sup> day of July, 2011, by and between the **County of Hidalgo, Texas** ("County") and **Dos Land Surveying, LLC** ("Surveyor").

**WITNESSETH:**

**WHEREAS**, the County requires "Surveying Services" for "**Road and Bridge, C.I.P. and Other Projects in General**" (on an as needed basis) located within **Hidalgo County Precinct No. 4**, and

**WHEREAS**, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services", and

**WHEREAS**, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

**WHEREAS**, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

**WHEREAS**, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

**WHEREAS**, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: "**Road and Bridge, C.I.P. and Other Projects in General**" (on an as needed basis)

located within **Hidalgo County Precinct No. 4**, as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". *In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.*

*Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.*

**2. Term.** This Agreement shall commence upon approval of this agreement for a term of **one (1) year**, effective **July 19, 2011**, expiring, **July 18, 2012** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each "**Purchase Order**".

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

**3. Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

**4. Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a

requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

**5. Progress.** Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County, or at other agreed upon locations.

**6. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**7. Amendments.** If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this

provision.

**8. Reporting.** The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

**9. Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

**10. Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**11. Voluntary Termination.** The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

**12. Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

**13. No Assignment.** Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

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

**15. Termination by County.** If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

**16. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**17. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

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

**19. Hold Harmless.** In the event Surveyor should cause, either directly or indirectly, damage,

loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**20. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: County of Hidalgo  
Attention: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Surveyor: **Dos Land Surveying, LLC**  
Attention: Eric Ybarra, President/CEO  
1002 E. Expressway 83  
Weslaco, Texas 78596

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.

**22. Execution of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and

carry out the terms of this Agreement.

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

**24. Gender.** 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

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

**26. Commitment of Current Revenues.** In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

**WITNESS WHEREOF**, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**SURVEYOR:**  
**DOS LAND SURVEYING, LLC**

**BY:** \_\_\_\_\_  
Eric Ybarra, President/CEO

**OWNER:**  
**HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Hon. Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

*Approved by Commissioners' Court on \_\_\_\_\_, 2011*

**APPROVED AS TO FORM:**  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_

**ATTACHMENTS:**

- |                    |  |
|--------------------|--|
| <b>EXHIBIT A-1</b> | -Request for Qualifications (RFQ) Procurement Packet |
| <b>EXHIBIT A</b>   | -Scope of Services to be provided by the Surveyor    |
| <b>EXHIBIT B</b>   | -Surveying Rate Schedule                             |
| <b>EXHIBIT C</b>   | -Certificate of Insurance ( <i>Hidalgo County</i> )  |

**EXHIBIT "A-1"**  
Request for Qualifications  
(RFQ) Procurement Packet



PURCHASING DEPARTMENT  
County Of Hidalgo

December 13, 2010

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: **HIDALGO COUNTY**  
Request for Qualifications - **"Real Estate Surveyors-Hidalgo County"**  
**(Including all funding sources, programs, and entities)**  
**RFQ No: 2011-003A-01-05-SMA**

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/sma

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR QUALIFICATIONS (RFQ)  
CHECKLIST**

**HIDALGO COUNTY**

*(Including all funding sources, programs, and entities)*

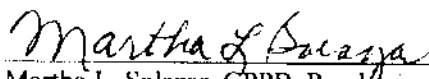
**“Real Estate Surveyors -Pool”**

**RFQ No: 2011-003A-01-05-SMA**

1. Request for Qualifications Letter, consists of 1 page.
2. Request for Qualifications, Legal Notice, consisting of 7 pages.
3. Exhibit A, Requirements, consisting of 7 pages.
4. Exhibit B, Evaluation Criteria, consisting of 2 pages.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict of Interest Questionnaire, consists of 1 page.
7. Exhibit E, Proposer's Affidavit, consists of 1 page.
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
9. Certification Regarding Debarment, consists of 1 page.
10. Attachment “A”,- Documentation required on Bldg., Road & Bridge Construction Projects, consists 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

December 13, 2010  
Date

<b>RFQ No: 2011-003A-01-05-SMA</b>	<b>Buyer: Sandra Montalvo</b>	<b>Tel. No: (956) 292-7000 ext. 4865</b>
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## **REQUEST FOR QUALIFICATIONS**

### **Hidalgo County REAL ESTATE SURVEYORS - POOL** (Including all funding sources, Programs, and Entities)

**JANUARY 05, 2011**

**Contact Person:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539  
(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for "**Real Estate Surveyors - Pool-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 and seven (7) copies of RFQs are required, with 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, **RFQ No. 2011-003A-01-05-SMA "Real Estate Surveyors Pool--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, [REDACTED]**. **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 IN REFERENCE TO RFQ.**

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 via facsimile to (956)292-7612 or via e-mail to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) BY NO LATER THAN [REDACTED]**  
Responses will be sent to all applicants by [REDACTED]. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal 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 ~~addendas~~ 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 - "**Real Estate Surveyors Pool-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.** **██████████**, 2011  
 Award of Contract , 2011  
 Commence Work or Deliver Products , 2011

**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 participating firms 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 therefor 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 participant 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 CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

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**  
**Real Estate Surveyors Pool-Hidalgo County**  
(Including all funding sources, Programs, and Entities)

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 participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant 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 acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant 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 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,

Participant: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool 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 Real Estate Surveyors will be for a period starting **February 9, 2011** and ending **February 8, 2012**.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Real Estate Surveyors Pool-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, 2011**. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:  
RFQ Number: **2011-003A-01-05-SMA**

**US Postal Mail Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 2B1  
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/Package Must Show The RFQ Number, Name And Opening Date.**

The following outlines the Request for Qualifications:

**SECTION I -GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

**US Postal Mail Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**Physical Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to**

[sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@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.**

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products

or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**

In order to be considered, all submittals must be signed. Please sign the original in **blue ink**.

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:** All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## SECTION II -RFQ REQUIREMENTS

**REQUEST FOR QUALIFICATIONS:**

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** 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 Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

**A. SCOPE OF SURVEYING SERVICES:**

1. Property surveys, including a legal description with the preparation of six (6) hard copies.
2. Topographical survey, including establishment of survey bench mark.
3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.
4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.
5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

**Additional, this section should include, but not limited to the following information:**

- a) Firm name, address, phone number and person to contact regarding the Statement of Qualification.
- b) Qualifications and recent experience of the firm and key personnel relative to the performance of
- 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.
- g) Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

**PERSONNEL AND STAFFING:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**

This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor should include copies of their Professional Liability Insurance.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires one (1) original submittal, seven (7) copies and two (2) CD in PDF Format.

## **PART III -SELECTION / EVALUATION**

**SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
  - a) Requested Information
  - b) Thoroughness
  - c) Understanding of Project
  - d) List of references provided
  - e) .Clarity - Brevity
  - f) Degree of Interest

- 2) **FIRM CAPABILITIES:** 45 points
- a) Background
  - b) Relevant experience
  - c) Experience with similar projects
  - d) Knowledge of area
  - e) Timeliness of schedule
  - f) Quality services previously provided to Hidalgo County
  - g) Current workload
  - h) Ability to commence various requested projects simultaneously
  - i) Completion of projects within budgets
3. **STAFFING:** 15 points
- a) Required discipline skills
  - b) Key personnel
  - c) Qualifications of personnel
4. **EQUAL OPPORTUNITY EMPLOYER** 05 points
5. **MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** 05 points

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING:**

Once a Project has been identified and it is determined that Real Estate Surveyor 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 Real Estate Surveyor 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:** One (1) original, seven (7) copies and two (2) CD in PDF Format of RFQs should be submitted to:

**US Postal Mail Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**Physical Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.**

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 05, 2011.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**EXHIBIT "B"**  
**EVALUATION CRITERIA**  
**REAL ESTATE SURVEYORS-POOL**  
**RFQ No. 2011-003A-01-05-SMA**

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. RESPONSIVENESS (30) POINTS**

- A. Requested Information
- B. Thoroughness
- C. Understanding of Project
- D. List of references provided
- E. Clarity - Brevity
- F. Degree of Interest

**2. FIRM CAPABILITIES (45) POINTS**

- A. Background
- B. Relevant experience
- C. Experience with similar projects
- D. Knowledge of area
- E. Timeless of schedule
- F. Quality services previously provided to Hidalgo County
- G. Current workload
- H. Ability to commence various re-requested projects simultaneously
- I. Completion of projects within budgets

**3. STAFFING (15) POINTS**

- A. Required discipline skills
- B. Key personnel
- C. Qualifications of personnel

**4. EQUAL OPPORTUNITY EMPLOYER (05) POINTS**

**5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05) POINTS**

**GRAND TOTAL 100 Points**

**EXHIBIT "B"**  
**EVALUATION CRITERIA**  
**REAL ESTATE SURVEYORS-POOL**  
**RFQ No. 2011-003A-01-05-SMA**

Selection Criteria	Points	Score
<b>1. RESPONSIVENESS</b> (40 pts)		
➤ Requested information	5	
➤ Thoroughness	5	
➤ Understanding of Project	5	
➤ List of references provided	5	
➤ Clarity-Brevity	5	
➤ Degree of Interest	5	
Comments/Rationale For Points:		<b>TOTAL</b>
<b>2. FIRM CAPABILITIES</b> (40 pts)	5	
➤ Background		
➤ Relevant experience	5	
➤ Experience with similar projects	5	
➤ Knowledge of area	5	
➤ Timeliness of schedule	5	
➤ Quality services previously provided to Hidalgo County	5	
➤ Current workload	5	
➤ Ability to commence various re-quested projects simultaneously	5	
➤ Completion of projects within budgets	5	
Comments/Rationale For Points:		<b>TOTAL</b>
<b>3. STAFFING</b> (10 pts)	5	
➤ Required discipline skills		
➤ Key personnel	5	
➤ Qualification of personnel	5	
Comments/Rationale For Points:		<b>TOTAL</b>
<b>4. EQUAL OPPORTUNITY EMPLOYER</b> (05 pts)	5	
Comments/Rationale For Points:		<b>TOTAL</b>
<b>5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS</b> (05 pts)	5	
Comments/Rationale For Points:		<b>TOTAL</b>
<b>Total Score</b>		

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE / OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR <input type="checkbox"/> OWNER'S PROFESSIONAL LIABILITY <input type="checkbox"/> PERIL AGGREGATE LIMIT APPLIES PER POLICY PRODUCT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (A), and (B) \$ MEDICAL (A) (one person) \$ PERSONAL AND ADV INJURY \$ PERIL AGGREGATE \$ PRODUCTS / COMPOUND \$
<b>B AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (per accident) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
<b>C GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN EA ACCIDENT \$ AUTO ONLY EA ACC. \$
<b>D EXCESS LIABILITY</b> <input type="checkbox"/> EXCESS CLAIMS MADE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
<b>E WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> OTHER				WE STATE <input type="checkbox"/> OTHER TORY LIMITS 1. EACH ACCIDENT \$ 2. DISEASE PER EMPLOYEE \$ 3. 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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

### Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_
2. Bonds: \_\_\_\_\_
3. Certificates: \_\_\_\_\_
4. Permits: \_\_\_\_\_
5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

# EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	Date Received: _____	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p><b>A</b> Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No                 </p> <p><b>B</b> Is the filer of the questionnaire receiving or likely to receive taxable income other than investment income from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No                 </p> <p><b>C</b> Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No                 </p> <p><b>D</b> Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">                 _____                  Signature of person doing business with the governmental entity             </p> <p style="text-align: center;">                 _____                  Date             </p>		

**EXHIBIT "E"**  
**PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING  
FOR "REAL ESTATE SURVEYORS"**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County 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\_\_



**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 Not(s): \_\_\_\_\_ or Are Certificate(s) Attached?: • Yes • No

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**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.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker end 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 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification  
Regarding Debarment, Suspension 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.

## ATTACHEMENT "A"

### HIDALGO COUNTY PURCHASING DEPARTMENT DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate 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 that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	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 IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	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 Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	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.

# **EXHIBIT "A"**

Scope of Services to be provided by the Surveyor

**EXHIBIT "B"**  
**Services to be Provided by the Surveyor**

Services and Capabilities of Dos Land Surveying:

**Boundary Surveys**

A survey performed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

**Parcel Plats for Right-of-Way Acquisitions**

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

**Control Surveys**

A survey performed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

**Construction Surveys**

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

**Topographical Surveys**

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

**As-Built Surveys**

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

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**EXHIBIT "B"**  
Surveying Rate Schedule



Dos Land Surveying

Contract Rate Schedule

Dos Land Surveying

LABOR:

Job Description	Contract	Contract	Contract	Contract	Contract	Contract
	Rate	Rate	Rate	Rate	Rate	Rate
	2011	2012	2013	2014	2015	2016
<b>Surveying</b>						
Reg. Professional Land Surveyor	\$185.22	\$194.48	\$204.21	\$214.42	\$225.14	\$236.39
Party Chief	\$138.92	\$145.86	\$153.15	\$160.81	\$168.85	\$177.29
Survey Crew (2 person)	\$130.08	\$136.57	\$143.40	\$150.56	\$158.09	\$166.00
Survey Crew (3 person)	\$154.37	\$162.09	\$170.19	\$178.70	\$187.64	\$197.02
Survey Technician	\$90.30	\$94.82	\$99.56	\$104.53	\$109.76	\$115.25
CADD	\$75.19	\$78.95	\$82.90	\$87.04	\$91.39	\$95.96

\*\*These are the rates to be determined for each work authorization

**NON-LABOR:\*\***

Mileage	60/mile
ATV	\$100/day
Lodging (in state)	at cost
Materials (Rebar, misc)	\$15/day
Air Travel	at cost
Overnight Carrier cost	\$20/letter
GPS Equipment	\$475/day
Copies (8 1/2 x 11)	\$.12/ea
Bond Plots	\$0.80/sq. ft.
Color Plots	\$1.70/sq. ft.
Mylar Plots	1.60/sq. ft.

**EXHIBIT "C"**  
Insurance Requirements



## Leticia Saenz

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**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 5:26 PM  
**To:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

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**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Friday, July 08, 2011 5:09 PM  
**To:** 'Martha Salazar'  
**Subject:** RE: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

The contracts are fine but please note insurance policies expire on both contracts this month. **NOTE: INSURANCE IS CURRENT TILL DAY OF CC APPROVAL--HOWEVER, PER RICK GIL (L&G ENGINEERING) WILL PROVIDE COUNTY**

**FROM:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us] **WITH CURRENT CERTIFICATE ON 07/19/11 WITH NEW EFFECTIVE DATES.**  
**Sent:** Friday, July 08, 2011 4:31 PM  
**To:** 'Stephen L. Crain'; 'Raul Sesin'  
**Cc:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19  
**Importance:** High

Mr. Crain:  
Please review and comment as to form.  
Mr. Sesin:  
Please review and comment as to fees/rates/percentages being charged.  
Thanks,  
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 3:52 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Darlene Betancourt'  
**Subject:** Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

Ms. Marty-

Attached, please forward to legal for review and approval **Contract#C-11-139-07-19** with **L&G Engineering Laboratory (job specific to WIC Offices at Precinct 4)** and **Contract#C-11-185-07-19-** with **L&G Engineering** for: **Geo Technical Services (on call)** for projects located within Precinct #4.

Also, if you can please forward to **Mr. Raul Sesin, PE/CFM** for his review and approval of "engineering rates and fees" for both these agreements.

Note: I will be placing these agreements on the next CC agenda for final approval.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department  
2802 South Business Hwy. 281  
Edinburg, Texas 78539  
(956) 292-7000 x-4861 fax (956) 318-2629

## Leticia Saenz

---

**Subject:** RE: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 5:18 PM  
**To:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

---

**From:** Raul Sesin [mailto:Raul.Sesin@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 4:43 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Nora D Cavazos'  
**Subject:** RE: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

Ms. Salazar,

The Engineering Rates and Fees appear to be reasonable and customary for the type of work being considered.

If you have any questions or require additional information, please advise.

Thank you.



**Raul E. Sesin, PE, CFM**  
**Planning Administrator**



Please refrain from printing this email unless completely necessary. Go Green!

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 4:31 PM  
**To:** 'Stephen L. Crain'; 'Raul Sesin'  
**Cc:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19  
**Importance:** High

Mr. Crain:  
Please review and comment as to form.  
Mr. Sesin:  
Please review and comment as to fees/rates/percentages being charged.  
Thanks,  
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 3:52 PM

**To:** 'Martha Salazar'  
**Cc:** 'Darlene Betancourt'  
**Subject:** Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

Ms. Marty-

Attached, please forward to legal for review and approval **Contract#C-11-139-07-19** with **L&G Engineering Laboratory (job specific to WIC Offices at Precinct 4)** and **Contract#C-11-185-07-19-** with **L&G Engineering** for: **Geo Technical Services (on call)** for projects located within Precinct #4.

Also, if you can please forward to **Mr. Raul Sesin, PE/CFM** for his review and approval of “engineering rates and fees” for both these agreements.

Note: I will be placing these agreements on the next CC agenda for final approval.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department  
2802 South Business Hwy. 281  
Edinburg, Texas 78539  
(956) 292-7000 x-4861 fax (956) 318-2629

## Leticia Saenz

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Tuesday, July 12, 2011 8:18 AM  
**To:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#C-11-184-07-19-Dos Land Surveying (on call) Pct 4

Way to go!

---

**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Tuesday, July 12, 2011 7:54 AM  
**To:** 'Martha Salazar'  
**Subject:** RE: Review & Approval of Contract#C-11-184-07-19-Dos Land Surveying (on call) Pct 4

The contract is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Monday, July 11, 2011 4:55 PM  
**To:** 'Stephen L. Crain'; 'Raul Sesin'  
**Cc:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#C-11-184-07-19-Dos Land Surveying (on call) Pct 4

Mr. Crain:  
Please review and comment as to form.  
Mr. Sesin:  
Please review and comment as to fees, if you can.  
Thanks,  
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 5:24 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Darlene Betancourt'  
**Subject:** Review & Approval of Contract#C-11-184-07-19-Dos Land Surveying (on call) Pct 4

Ms. Marty-

Attached, please forward to legal for review and approval **Contract#C-11-184-07-19** with **Dos Land Surveying** for: **Surveying Services (on call) for projects** located within **Hidalgo County Precinct #4**.

Also, if you can please forward to **Mr. Raul Sesin, PE/CFM** for his review and approval of "surveying rates and fees" for this agreement.

Note: I will be placing this agreement on the next CC agenda for final approval.

Please advise.

Thanks.

**Leticia H. Saenz, CPPB/Contracts Manager**

Hidalgo County Purchasing Department  
2802 South Business Hwy. 281  
Edinburg, Texas 78539  
(956) 292-7000 x-4861 fax (956) 318-2629

AI-27452

16. E. 1.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Marty Salazar

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

**CAPTION**

Requesting authority to purchase (1) one New Mobile Unit through County's participation/membership with TASB Buyboard's from awarded vendor Farber Specialty Vehicles contract # 300-08; for Hidalgo County Health and Human Services in the total price not to exceed \$361,100.00 under Project # 2011-118

**BACKGROUND**

(price includes free delivery, and training)

---

**Fiscal Impact**

FISCAL YEAR: 2011

ACCT. #: 1-1293-441-00-340-048-5-741

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

**BUDGETARY IMPACT:**

Available balance as of 7-14-11 \$374,417.00

---

**Attachments**

Approval from Department

Quote

Sage

buyboard backup

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	07/12/2011 04:09 PM
Budget & Management	Merlen P. Munoz	07/12/2011 04:14 PM
Manuel Chapa	Manuel Chapa	07/14/2011 09:40 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Elena Gomez		Started On: 07/08/2011 10:11 AM
	Final Approval Date: 07/15/2011	

# MEMORANDUM

TO: Eddie Olivarez, Chief Administrative Officer  
Hidalgo County Health and Human Services

ATTN: Sandra Garza

FROM: Elena Gomez, Buyer II  
Hidalgo County Purchasing Department

DATE: July 7, 2011

RE: Bid No: 2011-118-MEG HIDALGO COUNTY HEALTH AND HUMAN SERVICES  
"Purchase of One Mobile Unit"

Enclosed you will find the participant thru the Buyboard meeting all specifications and/or requirements regarding the above referenced project for your review and comments and/or recommendation.

Please respond no later than Wednesday July 11, 2011 by 3:00 p.m. by marking approved or disapproved along with your budget information.

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

APPROVED

DISAPPROVED

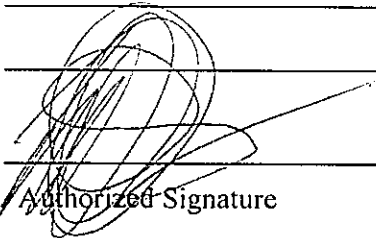
BUDGET ACCOUNT # 1-1293-441-00-340-0485-741

Concerns, Comments and/or Recommendation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
Authorized Signature

Eduardo Olivarez

Printed Name

7-7-2011

Date

# SPECIALTY VEHICLES

7052 Americana Parkway  
Columbus, OH 43068  
Toll Free: (800) 331-3188  
Fax: (614) 759-2098

## QUOTATION

Name: Hidalgo County Health and Human Services  
 Contact: Elena Gomez  
 Address: 1304 S. 25th St.  
 City, ST, Zip: Edinburg, TX 78539  
 Telephone: (956) 318-2626 x 4855  
 Email: elena.gomez@co.hidalgo.tx.us

DATE: July 8, 2011  
 Total Unit Price

**\$361,100.00**

CONTACT	DELIVERY	SHIPPED VIA	F.O.B.	TERMS	TX BB #
Donavin	180 Days	Farber	TX	Net 30	#300-08

Quantity		Vendor Part #	Unit Price	Total Price
1	<b>BASE PRICE M2-MBE900 350 HP 37 ft Command Heavy Duty Vehicle</b>		<b>\$323,993.00</b>	<b>\$323,993.00</b>
	<b>OPTIONS:</b>			
	<b>INTERIOR OPTIONS</b>			
7	Side sliding windows w/ aluminum mini blind	M20001	\$461.00	\$3,227.00
1	Wheelchair lift, automatic, ADA approved, w/door (BELOW FLOOR M	M20005	\$6,408.00	\$6,408.00
	<b>EXTERIOR OPTIONS</b>			
1	Weatherguard electric roll up exterior awning, 18', Sunbrella color sel	M20007	\$2,275.00	\$2,275.00
3	Custom slide out room, up to 12' in length x 24", electric	M20009	\$17,018.00	\$51,054.00
	<b>AUDIO/VIDEO OPTIONS</b>			
1	Rear speakers from cab AM/FM/CD, one pair	M20043	\$364.00	\$364.00
	<b>LOW VOLTAGE OPTIONS</b>			
1	Accelle security alarm system, w/ motion sensors	M20081	\$632.00	\$632.00
	<b>MISCELLANEOUS</b>			
2	Exterior graphics package estimate (One to Four units required)	M20102	\$4,862.00	\$9,724.00
7	Scene lights, quartz halogen, each	M20096	\$218.00	\$1,526.00
	<b>INCLUDED OPTIONS</b>			
1	Upgrade to International 7400 Chassis			
1	Welch-Allyn W/11710 & 23810 Otoscope, Ophthalmoscope, Specula dispenser, Thermometer, Wall Aneroid			
1	Midmark 622 power exam table, seamless upholstery			
1	Tanita 800 digital medical scale			
1	Shore cord extension to 75'			
1	Solid surface counter top upgrade			
16	Midmark Medical Grade upper cabinets , powder painted steel, in lieu of laminated, per foot			
16	Midmark Medical Grade lower cabinets, powder painted steel, in lieu of laminated per foot			
1	Programmable LED sign			
1	Pump, sink, holding & water tank, hot water heater, monitor panel			
1	20Kw Powertech, water cooled diesel generator, compartment installed, remote start.stop(upgrade)			
1	Microwave oven, cabinet mounted			
1	Norcold under counter refrigerator, AC/DC, compressor operated, DE0251T			
1	Norcold under refrigerator with freezer, AC/DC, compressor operated, DE0061			
1	Exterior steps custom aluminum, adjustable, three step			
2	19" LCD monitor with DVD players			
1	Delivery and Training			
		<b>DISCOUNT</b>		<b>(\$38,103.00)</b>
		<b>Total Unit Price</b>		<b>\$361,100.00</b>

Mode: Entry 

Account No: 1-1293-441-00-340-048-5-741 Accounting Period: 13 Period YTD 289118 pg 01 of 01

Acct. Year: Previous Year Info. Description: HRSA-VEHICLES

Summary	Budgets	Open Encumb	Encumb Detail	All Encumb	Checks	Unposted Pay	Unprinted Pay	A/E	Repts/r
Period	Original Budget	Adjusted Budget	Encumbrance		Actual				Avail/Rec/Bal
01	.00	374,417.00			.00	.00			374,417.00
YTD	.00	374,417.00			.00	.00			374,417.00
PRE	.00	.00			.00	.00			.00
TOT	.00	374,417.00			.00	.00			374,417.00

Enter value for : ACCOUNT\_NO

**Vendor Contract Information**[Proposal Documents](#)[Back](#)

**Vendor:** Farber Specialty Vehicles  
**Address:** 7052 Americana Parkway  
Reynoldsburg, OH 43068  
**Phone:** (800) 331-3188  
**Contact:** Steve Goodyear  
**Email:** [sgoodyear@farberspecialty.com](mailto:sgoodyear@farberspecialty.com)

**Federal ID:** 41-2043544

**Accepts RFQs:** Yes

Mobile Command/Emergency Management/Bio Terrorist Vehicles #300-

**Contract:** 08

**Effective Date:** 9/1/2008

**Expiration Date:** 8/31/2011

**Fee Schedule:** \$1500

**Payment Terms:** Net 30 days

**Delivery Days:** 180

**Shipping Terms:** FOB Destination

**Freight Terms:** FOB Destination

**Ship Via:** Drive away

**Quote Reference Number:**

300-08

**Regions Served:** All Texas Regions

**States Served:** All States

**Vendor Exceptions:** None

**Return Policy:** None

**Additional Dealers:** Metro Fire Apparatus Specialist, Inc.

[\[ Log Out \]](#)

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ALL RIGHTS RESERVED

Vendor Part Number	Manufacturer Name	Product Type	Short Item Description	Extended Description	Unit Price	URL Item Address
M20000	Farber Specialty Vehicles	Farber Specialty Vehicles M2-MBE900-350HP	<b>M2-MBE900-350HP</b>	37' 8" Freightliner M2 106 conventional chassis, 33,000 GVWR, MBE900, 7.2L diesel engine, Allison 3000 RDS automatic 6 speed RDS, air brake package, 50 gallon fuel tank. 20Kw diesel powered generator, three 15,000 BTU air conditioners with 5,600 BTU heat strips, group 31 deep-cycle batteries, light fixtures on ceiling and at each workstation, scene lights, red/blue halogen lights, roof ventilator. All vehicles delivered with as built interior and exterior AutoCAD drawings. Complete wiring schematics provided with each vehicle.	\$323,993.00	<a href="http://www.farberspecialty.com/GSA/prod/ucts/m2-mbe900.html">http://www.farberspecialty.com/GSA/prod/ucts/m2-mbe900.html</a>
			<b>OPTIONS:</b>			
M20001			Side sliding windows w/ aluminum mini blind		\$461.00	✓
M20002			Aluminum overhead cabinets in lieu of laminated, 063 aluminum, per foot		\$121.00	
M20003			Sound deadening, color coordinated wall carpet		\$1,945.00	
M20004			Upgrade high-back office chair, BodyBilt 2500 Management line		\$802.00	
M20005			Wheelchair lift, automatic, ADA approved, w/door		\$6,408.00	✓
M20006			Roll up exterior awning, 18'. white w/aluminum cover		\$1,259.00	
M20007			Weatherguard electric roll up exterior awning, 18', Sunbrella color selection		\$2,275.00	✓
M20008			Carefree Mirage lateral arm box awning, 18'		\$4,590.00	
M20009			Custom slide out room, up to 12' in length x 24", electric		\$17,018.00	✓
M20010			Hydraulic leveling and stabilizing jacks		\$4,857.00	

M20011			Roof rail for mounting radio antennas w/ weatherproof access hatch to interior		\$1,167.00
M20012			Roof rail, additional, for mounting antennas, eight foot section		\$447.00
M20013			Second right side entrance door		\$4,371.00
M20014			Exterior shelf, aluminum, powder coated white, with fold down sides and detachable white board		\$875.00
M20015			Trailer hitch and wiring, class III		\$1,458.00
M20016			Will-Burt 5-20 pneumatic telescoping mast		\$9,579.00
0017			Will-Burt 7-42 pneumatic telescoping mast		\$15,073.00
M20018			Will-Burt D-Tec II mast sensor system		\$3,885.00
M20019			Weather Station, Capricorn 2000 by Columbia Weather Systems w/ software & LCD monitor		\$4,065.00
M20020			Orion All-In One Weather Station w/display		\$5,830.00
M20021			Paint exterior below belt rail custom color, non-metallic		\$4,376.00
M20022			13" LCD monitor w/ TV tuner		\$632.00
M20023			14" TV/DVR w/ remote control feature		\$408.00
M20024			19" LCD monitor w/ TV tuner, VGA		\$680.00
M20025			19" LCD monitor, TV tuner, VGA exterior view w/ weather-proof door	<i>W/DVD player.</i>	\$2,766.00
M20026			40" LCD monitor, NEC 4010, wall mounted		\$5,732.00
M20027			40" LCD monitor, NEC 4010, with exterior view w/ weather-proof door		\$6,316.00
M20028			SMART board overlay w/ 40" LCD monitor		\$9,404.00
M20029			3M, 9100 electronic copy board w/projector		\$10,211.00
M20030			TV antenna, roof mounted w/ booster		\$145.00

M20031				KVH TracVision R6, in motion, satellite television system, monthly service fee required		\$3,063.00
M20032				KVH TracVision L3, stationary, satellite television system, monthly service fee required		\$2,090.00
M20033				Sony SLVD380P, VCR/DVD combo player, cabinet mounted		\$437.00
M20034				VCR S-VHS 4 head w/ remote control, JVC HR-S5912U		\$437.00
M20035				GPS Pioneer D3 with AM/FM/CD, back up camera, built in dash		\$2,158.00
036				GPS Pioneer N3 with AM/FM/CD, back up camera, built in dash, motorized		\$3,063.00
M20037				Back-up camera system, 7" LCD color monitor		\$1,215.00
M20038				GPS, Garmin Street Pilot 2720, vehicle installed		\$1,604.00
M20039				Extron video matrix switch 16 x 16 w/touch pads and wiring installed		\$17,505.00
M20040				Kramer 16 x 16 matrix switch w/wiring installed		\$9,238.00
M20041				Kramer 8 x 8 matrix switch w/wiring installed		\$6,321.00
M20042				Peavey audio amplifier system w/mixer and front and rear wall mounted speakers		\$1,410.00
N 043				Rear speakers from cab AM/FM/CD, one pair		\$364.00
M20044				UHF wireless microphone system, w/12 hour battery life, 100 meter range		\$661.00
M20045				Pelco digital processing camera, IOP, pan/tilt, controller, environmental enclosure		\$5,300.00
M20046				DSP color day/night camera, NEMA TS-2 approved, 35x lens, pan/tilt controller, environmental enclosure		\$6,369.00

M20047				R/Vision digital color/near infrared camera, pan/tilt controller, environmental enclosure, 5.5" monitor		\$10,065.00
M20048				Dual camera system, DSP color day/night w/ 35x lens - Thermal w/ 50mm lens, pan/tilt controller		\$28,640.00
M20049				DVR Time lapse w/ time/date generator		\$705.00
M20050				IPRecon Intersection video monitoring / recording device. Record 360 degrees with 35x PTZ		\$48,600.00
M20051				IPrecon remote wireless camera system w/ pan/tilt/zoom, w/ IPrecon DSMS recorder		\$17,670.00
M20052				IPrecon Caiman remote outpost camera, 360 PTZ, 18x zoom, weather resistant, wireless, WEB based		\$12,637.00
M20053				IPrecon Scorpion remote sentry camera, 26x zoom, portable, wireless, weather resistant, PTZ, WEB based		\$6,802.00
M20054				IPrecon repeater pack, extends range of IPrecon wireless cameras		\$6,705.00
M20055				JPS audio interface system, w/ six interface modules		\$22,853.00
M20056				JPS extended rear back panel		\$3,403.00
M20057				JPS headset, each		\$778.00
M20058				David Clark headsets, w/ belt station push to talk switch, single muff headset, each		\$481.00
M20059				Mast antenna plate, aluminum triangular		\$530.00
M20060				Panasonic KX-TA824 3 line phone system w/three (3) KX-T7730 phones		\$1,896.00
M20061				Panasonic KX-TA824 6 line phone system w/ six (6) KX-T7730 phones		\$3,257.00
M20062				Tellular cellular interface w/ hard line phone system, each		\$870.00

M20063			Satellite phone, Iridium model 9520, each		\$2,868.00
M20064			24-port switch & CAT 6 patch panel		\$632.00
M20065			CAT 6 network with printer/fax/scanner		\$6,321.00
M20066			Wireless G broadband router, Linksys WRT54G		\$632.00
M20067			Monitor mount, swivel base		\$179.00
M20068			Dell computer w/ 17" Dell flat screen, counter or wall mounted, service contract, each		\$1,842.00
M20069			Dell PowerEdge server, model PE400SC, Pentium 4 processor 3.2 GHz		\$1,979.00
M20070			Electronic copy board, w/ PC interface, wall mounted; Includes fax/copier/printer		\$3,107.00
M20071			Equipment rack with, casters, Lexan door, power fan, approx. 19 x 64		\$1,167.00
M20072			Color ink jet fax, copier, printer		\$729.00
M20073			Laser printer, Brother HL 5140, counter mounted, network ready		\$340.00
M20074			Panasonic Toughbook CF30, 1.66GHz Duo Processor, 1GB RAM, 80GB hard drive		\$4,813.00
M20075			Satellite dish w/ 2-way internet access, .75 meter dish, monthly service fee required		\$10,405.00
M20076			Tracstar MVS960 series, .96 meter satellite dish, monthly service fee required.		\$21,784.00
M20077			13,000 BTU/hr direct discharge, diesel fired furnace, 12V DC powered		\$3,112.00
M20078			Powered reversible roof vent w/ max air cover		\$437.00
M20079			Roof mounted air conditioner (3 standard)		\$948.00
M20080			Inclinlet electric toilet		\$2,509.00

M20081			Accelle security alarm system, w/ motion sensors		\$632.00
M20082			Digital clock, master-slave, 2.5" super bright red LED digits, each		\$413.00
M20083			Entrance door lock, electro-magnetic w/ exterior keypad		\$1,001.00
M20084			Franklin Instruments clocks, 2.5" LED display, 12 or 24 hour modes		\$243.00
M20085			UPS, 2000 watts, 3000VA, dual output distribution switches w/bypass		\$4,376.00
M20086			20KW water cooled diesel generator, compartment installed, remote start.stop ( 1 20Kw standard)		\$12,136.00
M20087			Kwik-Raze model 1100 series telescoping pole, quartz halogen light, each		\$1,215.00
M20088			Kwik-Raze model 800 telescoping tripod, quartz halogen lights, each		\$1,458.00
M20089			Will-Burt Night Scan Chief, 1500 watt light tower		\$9,238.00
M20090			Will-Burt Night Scan, Magnafire 5400 watt light tower		\$13,517.00
M20091			Federal red/white, 18" flexible mini lights, each (standard at work stations)		\$194.00
M20092			Replace white ceiling lights with combination red / white lights, each		\$53.00
M20093			LED light package, 72" Freedom light bar and eight 900 series lights		\$5,591.00
M20094			Light bar, Whelen Centurion, halogen, 72"		\$1,604.00
M20095			Light bar, Whelen Edge, strobe, 72"		\$2,139.00
M20096			Scene lights, quartz halogen, each ( 5 standard)		\$218.00
M20097			Siren, Whelen model 295HF w/ amplifier control center		\$948.00

M20098			Whelen model 810/508 red/blue strobes, each w/ power control ( 6 standard)		\$291.00
M20099			Whelen model 800CH green command strobe, mounted on roof rail		\$340.00
M20100			Whelen model 800DHGP green strobe, mounted on Havis Shields Kwik-Raze pole		\$729.00
M20101			Water cooler with cold and hot water, 5 gallon bottle		\$875.00
M20102			Exterior graphics package		\$4,862.00
M20103			Install customer supplied radios and equipment per hour		\$82.00

AI-27518

16. E. 2.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Marty Salazar

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

**CAPTION**

Acceptance and approval to award proposal from job order contractor, Herrera & Hunt Inc. (awarded JOC through HCDE-Choice Facility Partners) in the amount of \$1,700.00 for the Hidalgo County Health and Human services "Re-location of File Cabinet".

**BACKGROUND**

Requisition #189412

---

**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1100-441-00-340-001-0-432

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

**BUDGETARY IMPACT:**

Available balance as of 7-14-11 \$157.73  
Funding pending LIT (AI# 27510 7-19-11)  
Requisition # 189412

---

**Attachments**

H&H Proposal

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	07/14/2011 10:46 AM
Budget & Management	Merlen P. Munoz	07/14/2011 10:54 AM
Manuel Chapa	Manuel Chapa	07/15/2011 11:28 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Moises Salazar		Started On: 07/13/2011 02:12 PM
	Final Approval Date: 07/15/2011	

# Hunt & Associates Inc.

Job Order Contracting Specialists



Project Name:		Hidalgo County Health Department Cabinet Relocation	
Delivery Order Request #	Date	6/6/2011	
Extended Total of National Averages based on quantity and units prices From RS Means			
			\$ 2,525.00
City Costs Index Applied Against RS Means		0.775	X
Construction National Averages		Costs Adjusted by CCI	\$ 1,956.88
Competitive Bid Coefficient		0.870	X
Choice Facility Partners		Costs Adjusted by Bid Coefficient	\$ 1,702.48
Site Travel Factor		1.25	
>150 miles return		not applied 1	X
			\$ 1,702.48
Delivery Order Size Factor			
\$3 to \$50,000.00		1.1	X
\$50,000.00 to \$500,000.00		1	
\$500,000.00 and over		0.98	
			\$ 1,872.73
Annual Volume Discount Factors (12 month sliding window)			
>\$1,500,000.00		0.98	
		not applied 1	X
			\$ 1,872.73
Project Allowances:			
See Attached Explanation Sheet		not applied 1	
			\$ 1,872.73
Permits and Fees Project			
		not applied 2%	
			\$ 1,872.73
Architectural and Engineering Fees			
Project Allowance		not applied 7%	
			\$ 1,872.73
Performance and Payment Bonds			
If Required		not applied 2.50%	
			\$ 1,872.73
Delivery Order Request Total Adjusted Cost			\$ 1,872.73
Hunt & Associates Inc. Lump Sum Proposal Amount.			\$ 1,700.00
Five Percent proposal fees will be applied for DOR's not processed properly by the Client Member per Choice Facility Partners' Contract			\$ - \$ 85.00
			No Yes
Hunt & Associates Inc. Program General Manager Signature			<i>Keith F Hunt</i>
			Date _____
Building Committee Review & Approval			Date _____
Board Member Approval			Date _____

<b>R.S. Means</b>				<b>Hunt and Associates Inc.</b>								
<b>Construction Plaza</b>				<b>Hidalgo County Health Department Cabinet Relocation</b>								
<b>63 Smiths Lane</b>				<b>2nd Quarter RS Means Costs Work</b>								
<b>Kingston, MA 02364-0800</b>												
<b>RS Means Unit Price Installing Contractor Report</b>												
<b>Line Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Material</b>	<b>Ext. Material</b>	<b>Unit Labor</b>	<b>Ext. Labor</b>	<b>Unit Equip</b>	<b>Ext. Equip</b>	<b>Unit Total</b>	<b>Ext. Total</b>	<b>Ext. Total Incl O&amp;P</b>
<b>Division 01 General Requirements</b>												
013113200160	Field personnel, general purpose laborer, average	0.50	Week			\$1,350.00	\$675			\$1,350.00	\$675	\$1,025
013113200260	Field personnel, superintendent, average	0.20	Week			\$1,925.00	\$385			\$1,925.00	\$385	\$590
015433406500	Rent trailer, platform, flush deck 2 axle, 25 ton	1.00	Day					\$117.00	\$117	\$117.00	\$117	\$129
<b>Totals for Division 01 General Requirements</b>							<b>\$1,060</b>	<b>\$117</b>		<b>\$1,177</b>	<b>\$1,177</b>	<b>\$1,744</b>
<b>Division 06 Wood, Plastics, and Composites</b>												
060505201070	Selective demolition, millwork and trim, wood wall cabinets, remove and reset	10.00	Ea.			\$34.50	\$345			\$34.50	\$345	\$565
060505209000	Selective demolition, millwork and trim, minimum labor and equipment charge	2.00	Job			\$68.50	\$137			\$68.50	\$137	\$224
<b>Totals for Division 06 Wood, Plastics, and Composites</b>							<b>\$482</b>			<b>\$482</b>	<b>\$482</b>	<b>\$789</b>
<b>Estimate Subtotal</b>								<b>\$1,542</b>	<b>\$117</b>		<b>\$1,659</b>	<b>\$2,533</b>
<b>Estimate Total</b>												<b>\$2,525</b>
<b>RS Means National Averages Cost</b>						<b>\$ 2,525.00</b>						
<b>City Cost Index McAllen Applied</b>				<b>0.775</b>		<b>\$ 1,956.88</b>						
<b>CFP Competitive Bid Coefficient Applied</b>				<b>0.870</b>		<b>\$ 1,702.48</b>						
<b>Hunt and Associates Inc Lump Sum Proposal</b>						<b>\$ 1,700.00</b>						

# **HERRERA and HUNT INC.**

**JOB ORDER CONTRACTING  
Program Providers**

**Delivery Order Request  
HIDCO 1-6-11  
for  
Hidalgo County**

**Health Dept.  
Cabinet Re-location**

**Pharr, Texas**

# **HERRERA and HUNT INC.**

## **JOB ORDER CONTRACTING Program Providers**

### **Mission Statement**

**To solely and actively promote the Choice Facility Partners job order contracting program by encouraging client members through inter-local or inter-governmental agreements to utilize the many benefits and cost effective services of Job Order Contracting.**

**To provide the absolute best in a professional, high quality Job Order delivery program with the highest of integrity to the school districts, universities, counties, municipalities and non-profit organizations throughout the Educational Service Center Region One.**

# **HERRERA and HUNT INC.**

## **JOB ORDER CONTRACTING Program Providers**

### **General Conditions**

- Provide all project management, field supervision, insurances, mandatory surety bonds when required, materials, labor, safety equipment and disposal equipment for the satisfactory completion of the this Delivery Order and any associated work.
- Provide the Owner with submittals and product data sheets for all materials if to be used in the execution of this work. The Owners shall approve the selection of, color, style and type of materials that are to be used, if applicable
- Provide constant (24/7) provisions for Public, and Owners Staff safety on site at all times during that work is being conducted. Provide a on site safety supervisor for safety coordination for subcontractors, workmen, deliveries, the Owner Staff and Public.
- Project site shall remain clean and orderly at all times and shall be cleaned at the end of each day from debris and construction materials outside the marshalling area.

# **HERRERA and HUNT INC.**

## **JOB ORDER CONTRACTING Program Providers**

- **A competent field superintendent shall be on site at anytime that hoisting of materials and or men, during critical work sequencing, staging of materials, deliveries of materials, loading and unloading activities are being conducted.**
- **Provide temporary facilities such as fencing, dust barriers, staging equipment, dumpster, and portable restrooms as may be required for the safe and proper execution of this work.**
- **Coordinate with the Owners Authorized Representative (OAR) all work activities, develop and maintain a project work schedule.**
- **Project site shall have controlled and coordinated access by workers, subcontractor and deliveries. All heavy construction ingress and egress activities shall be coordinated with the Client Members OAR on a daily basis with a 24 hour written notice.**
- **A mandatory on site pre-construction and safety meeting will be held prior to commencement of any work. Attendees shall be every worker that is to work on the site, subcontractors, prime contractor, professional services and the Client Member OAR and Safety Officers.**

# **HERRERA and HUNT INC.**

## **JOB ORDER CONTRACTING Program Providers**

- **Provide Client Member OAR with as built drawings , if required, as well as work in progress photo documentation before, during and upon completion clearly indicating how actual work was installed.**
- **Provide the Owner all value engineering alternatives with any possible cost savings options. Develop a best value scope of work and estimate that is in the Owners best interest.**
- **Review in detail the estimate and related scope of work, make any final and agreed to adjustments. Commence work within five days from receipt of notice to proceed.**

# **HERRERA and HUNT INC.**

## **JOB ORDER CONTRACTING Program Providers**

### Scope of Work (SOW)

1. Hold the pre construction meeting on site with the appropriate attendees.
2. Hold the Safety on site safety meeting with the appropriate attendees, notify and include the Hidalgo County Safety and Risk Manager to this meeting. Provide all concerned with a written safety plan.
3. Provide a written schedule for the work out lining any critical path elements and milestone activities, include anticipated dates for any heavy deliveries to the site and egress and egress issues.
4. Provide all product MSD sheets and product submittals (if required) for the materials to be used to the clients designated Owners Authorized Representative (OAR) for this project prior to the commencement of work.
5. Provide to client the names and satisfactory information for the county to perform required background check on all worker to be on site.
6. Check in with administrations office each day prior to entering office with workers, all workers are to wear reflective vests appropriate safety equipment and have an photo identification badge on their person at all times while on site.

# SOW (cont'd)

- 7. Remove sliding cabinetry from existing rails and temporary store for removal from existing site.
- 8. Carefully remove carrier rails so as not further damage existing walls
- 9. Supply trailer and labor to load and haul cabinetry and rails to new building location.
- 10. Properly lay out new rail system at location as specified by the individual OAR for the project.
- 11. Re-install system as requested making sure to protect all property and adjacent wall surfacing and assuring that system is fully functional for its needs.
- 12. Re-move existing wall television and bracket. Re-install at new site as per OAR's specifications

AI-27462

16. F. 1.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Marty Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**CAPTION**

Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING LABORATORY, LLC for "Construction Material Testing" services for the ongoing project: Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company).

**BACKGROUND**

Contract Doc#C-11-139-07-19-L&G Engineering Laboratory, LLC (WIC Offices at Pct 4)

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1292-441-00-350-001-1-720

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

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

**BUDGETARY IMPACT:**

Funds available as of 7/14/11 \$39,331.00.

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**Attachments**

contract doc#C-11-139-07-19-L&G Eng Lab

email apprvd by legal

email apprvd eng rates-Mr Sesin

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	07/12/2011 04:23 PM
Budget & Management	Merlen P. Munoz	07/12/2011 04:43 PM
Erika Zamora	Erika Zamora	07/15/2011 09:35 AM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Letty Saenz		Started On: 07/11/2011 11:25 AM
	Final Approval Date: 07/15/2011	

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**PROFESSIONAL SERVICES AGREEMENT**  
**C-11-139-07-19**

**THIS AGREEMENT** is made effective the 19<sup>th</sup> day of July, 2011, by and between the **County of Hidalgo, Texas** ("County") and **L & G Engineering Laboratory, LLC** ("Laboratory").

**WITNESSETH:**

**WHEREAS**, the County requires "laboratory services" for the: "**Construction Materials Testing Services**" for the "**Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4**" and,

**WHEREAS**, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Laboratory Services", and

**WHEREAS**, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineers from response to the Request for Qualifications (RFQ), and

**WHEREAS**, County has determined that the services of "Professional Engineer" are sometimes necessary to carry out the required engineering activities; and

**WHEREAS**, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional engineers to assist the County by providing laboratory services; and

**WHEREAS**, County has selected the Engineer to provide laboratory services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Engineers.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

- I.     **Scope of Services.** Engineer agrees to provide to County "laboratory services" for the

**“Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road”** located within **Hidalgo County Precinct No. 4** as shown in Exhibit “A” attached hereto and entitled “Services to be Provided by the Engineer”. *In the event the Engineer does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Engineer will be responsible for any additional charges or expenses incurred by Hidalgo County.*

*Further, in the event that it is demonstrated by Engineer that Hidalgo County has caused or delayed thus preventing the Engineer from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Engineer must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.*

**2. Term.** This Agreement shall commence upon approval of this agreement for a term of **one (1) year**, effective **July 19, 2011**, and will expire **July 18, 2012** or unless sooner terminated as provided herein. The Engineer will not begin work or incur costs until authorized in writing by the County for each **Purchase Order**.

The County 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 County for the Engineer to begin work, during periods when work is suspended, or subsequent to the Termination Date.

**3. 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.

**4. Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Engineer. The Engineer is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms

acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 21, hereof.

**5. Progress.** Upon acceptance of a work order, the Engineer shall undertake and complete the authorized work. The County or the Engineer can request conferences to be provided at the Engineer's office, the office of the County, or at other agreed upon locations.

**6. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**7. Amendments.** If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Engineer unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay

established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

**8. Reporting.** The Engineer shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

**9. Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

**10. Independent Contractor.** Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**11. Voluntary Termination.** The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

**12. Insurance.** Engineer agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

**13. No Assignment.** Except as otherwise herein provided, Engineer, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

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

**15. Termination by County.** If Engineer fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

**16. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**17. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

**18. Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The

parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**19. Hold Harmless.** In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**20. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: County of Hidalgo  
Attention: County Judge  
1615 South Clossner, Suite J  
Edinburg, Texas 78539

If to Engineer: L & G Engineering Laboratory, LLC  
Attn: Mr. Jacinto Garza, P.E./President  
2100 West Expressway 83  
Weslaco, Texas 78570

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

**22. Execution of Documents.** The parties hereto covenant and agree that they will execute such

other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

**24. Gender.** 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

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

**26. Commitment of Current Revenues.** In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Engineer. The County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

**WITNESS WHEREOF**, the **Engineer** and the **County** have caused this **Agreement for Professional Services** to be effective as of the \_\_\_\_ day of \_\_\_\_\_, **2011**.

**ENGINEER:**

L & G Engineering Laboratory, LLC

**BY:** \_\_\_\_\_  
Jacinto Garza, P.E./President

**COUNTY:**

**HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

*Approved by Commissioners' Court on \_\_\_\_\_, 2011*

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By: \_\_\_\_\_

**ATTACHMENTS:**

- EXHIBIT A-1** -Request for Qualifications (RFQ) Procurement Packet
- EXHIBIT A** -Scope of Services to be provided by the Engineer
- EXHIBIT B** -Laboratory's Cost Proposal and Standard Terms and Conditions
- EXHIBIT C** -Certificate of Insurance (*Hidalgo County*)

**EXHIBIT "A-1"**  
Request for Qualifications  
(RFQ) Procurement Packet



PURCHASING DEPARTMENT  
County Of Hidalgo


REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST  
HIDALGO COUNTY  
(Including all funding sources, programs, and entities)

"CONSTRUCTION MATERIALS TESTING SERVICES"  
RFQ NO: 2010-014-01-13-YZV

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.  
(Page 8 must be submitted with response)
3. Exhibit "A", Requirements, consisting of 7 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.  
(Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.  
(Must be submitted with response)
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.  
(Must be submitted with response)
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.  
(Must be submitted with response)
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.  
(Must be submitted with response)
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.  
(Must be submitted with response)
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.  
(Must be submitted with response)
11. Attachment "A" Engineering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of 4 pages.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
Martha L. Salazar, CPPB, Purchasing Agent

12/21/09  
Date



PURCHASING DEPARTMENT  
County Of Hidalgo

December 21, 2009

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: HIDALGO COUNTY  
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS  
TESTING SERVICES" - RFQ No: 2010-014-01-13-YZV

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

RFQ NO: 2010-014-01-13-YZV

BUYER: YOLANDA VELASQUEZ

TEL. NO: (956) 318-2626

(RFQ) REQUEST FOR QUALIFICATIONS  
HIDALGO COUNTY-  
"CONSTRUCTION MATERIALS TESTING SERVICES"

Acceptance Due Date: January 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Location: 2802 S. Business Hwy. 281  
Postal/ Mailing: 2812 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFQ No: 2010-014-01-13-YZV

1. Sealed qualifications will be received for HIDALGO COUNTY --"CONSTRUCTION MATERIALS TESTING SERVICES", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ - 2010-014-01-13-YZV - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building, Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment,

proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.
10. County reserves the right to accept or reject any or all qualifications.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

Invoices must include:

- a) Name and address of successful proposer
- b) Name and address of receiving department or official
- c) Purchase Order Number (if any)
- d) Notation - HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR' S OFFICE  
 Postal/Mailing 2812 S. Business Hwy. 281  
 Edinburg, Texas 78539  
 (956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	JANUARY 13, 2010
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

17. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~

~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~

~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the

details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539cHidalgo County Courthouse.

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the qualification;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all Items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification  
for  
HIDALGO COUNTY-  
"CONSTRUCTION MATERIALS TESTING SERVICES"  
RFQ NO: 2010-014-01-13-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Location: 2802 S. Business Hwy. 281  
Postal/ Mailing: 2812 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

By:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting February 9, 2010 and ending February 9, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Hidalgo County-Construction Materials Testing Services" (including all funding sources, Programs, and Entities)-Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, January 13, 2010. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:

RFQ Number: 2010-014-01-13-YZV

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.**

The following outlines the Request For Qualifications:

***SECTION I - GENERAL TERMS AND CONDITIONS***

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)318-2629 or via e-mail to [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) NO LATER THAN Monday, January 04, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 06, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with

the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFO's:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

***SECTION II - RFQ REQUIREMENTS***

**REQUEST FOR QUALIFICATIONS:**

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**

The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in an appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

**PERSONNEL AND STAFFING:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

- a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
- b. Ability to perform Environmental Services
- c. Ability to perform Soil Density Testing
- d. Ability to perform Surveying and Sampling Soils
- e. Ability to perform Materials Testing (Asphaltic and Concrete)
- f. Ability to perform Material Testing and Laboratory Analysis
- g. Ability to perform Hot Mix Plant Inspections and Testing
- h. Ability to perform Transportation Foundation Studies
- i. Ability to perform Building Foundation Studies
- j. Ability to perform Professional Liability Insurance for \$1 Million Dollars without limiting liability to Professional Fees
- k. Average response time from your office to the job site

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

***PART III - SELECTION / EVALUATION***

## **SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

### **1. STAFFING OF PROJECT TEAM**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

### **2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

### **3. METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

### **4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The proposal shall include the following:

- \* demonstrate an understanding of the scope of services
- \* address appropriate Federal/State/Local regulations and policies
- \* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

## **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

### **STATEMENT OF QUALIFICATIONS GRADING AND RANKING:**

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

### **NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

**RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted to:**

**US Postal Mail Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**Physical Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

## **EVALUATION CRITERIA**

### **Exhibit "B"**

#### **Hidalgo County – "Construction Material Testing Services" RFQ No 2010-014-01-13-YZV**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

#### **1. STAFFING OF PROJECT TEAM (25)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

#### **2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20)**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

#### **3. METHODOLOGY (20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

#### **4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**

The proposal shall include the following:

- \* demonstrate an understanding of the scope of services
- \* address appropriate Federal/State/Local regulations and policies
- \* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

#### **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

**EXHIBIT "B"**  
**RFQ EVALUATION FORM – RFQ No.2010-014-01-13-YZV**  
**HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"**

<b>Selection Criteria</b>	<b>Points</b>	<b>Score</b>
<b>1. Staffing of Project Team (25)</b>		
➤ Provide information on their proposed professional team members	10	
➤ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc.	10	
➤ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	<b>TOTAL:</b>	_____
<b>2. Experience of Project Team/Ability to Commit Resources (20)</b>		
➤ Designate experienced engineering staff to efficiently perform the work.	10	
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	<b>TOTAL:</b>	_____
<b>3. Methodology (20)</b>		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	<b>TOTAL:</b>	_____
<b>4. Understanding of Project/Similar Projects (25)</b>		
➤ Demonstrate an understanding of the scope of services	10	
➤ Address appropriate Federal/State/Local regulations and policies	5	
➤ Identify information to be gathered or obtained	10	
Comments/Rationale for points:	<b>TOTAL:</b>	_____
<b>5. Familiarity with Applicable Rules and Regulations (10)</b>		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	10	
Comments/Rationale for points:	<b>TOTAL:</b>	_____
<b>TOTAL SCORE:</b>		_____

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.

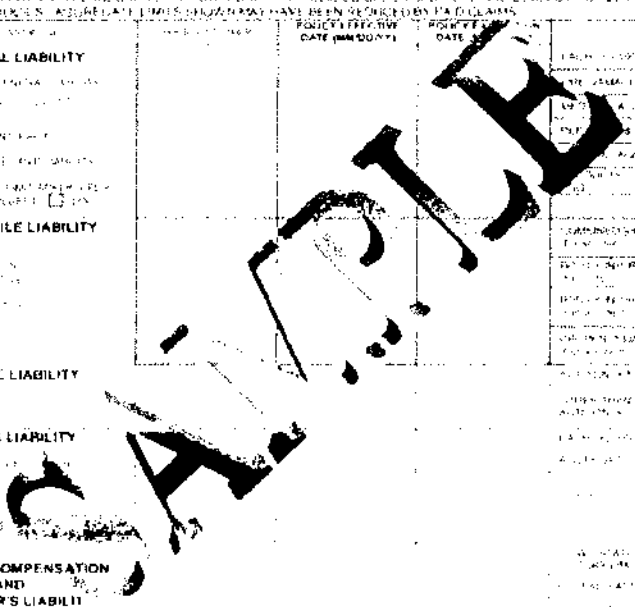
**INSURERS AFFORDING COVERAGE**

INSURER A
INSURER B
INSURER C
INSURER D
INSURER E

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ASSURED NAMED ABOVE FOR THE POLICY PERIODS 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. SOME POLICIES' ASSURED LIMITS COULD HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERAGE
<b>A GENERAL LIABILITY</b>				
<input type="checkbox"/> BODILY INJURY - PRODUCTS AND COMPLETED OPERATIONS				
<input type="checkbox"/> BODILY INJURY - PERSONS AND PROPERTY				
<input type="checkbox"/> ADVERTISING AND PROMOTIONAL MATERIALS				
<input type="checkbox"/> AUTOMOBILE LIABILITY				
<input type="checkbox"/> AUTOMOBILE LIABILITY - BODILY INJURY AND PROPERTY DAMAGE				
<input type="checkbox"/> AUTOMOBILE LIABILITY - BODILY INJURY AND PROPERTY DAMAGE - EXCESS				
<input type="checkbox"/> GARAGE LIABILITY				
<input type="checkbox"/> GARAGE LIABILITY - BODILY INJURY AND PROPERTY DAMAGE				
<input type="checkbox"/> EXCESS LIABILITY				
<input type="checkbox"/> EXCESS LIABILITY - BODILY INJURY AND PROPERTY DAMAGE				
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				
<input type="checkbox"/> 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  
**Hidalgo County**  
**Attn: Purchasing Department**  
**2812 S Highway Bus. 281**  
**Edinburg, Texas 78539**

ADDITIONAL INSURER / INSURER SUFFIX

SPECIAL AND / OR OTHER COVERAGE PROVISIONS  
EXPIRATION DATE: THE HOUR THE ISSUING INSURER MAY, FOLLOWING THE END OF THIS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BE HELD RESPONSIBLE FOR FAILURE TO ENDOSE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND ON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

### Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_

2. Bonds: \_\_\_\_\_

3. Certificates: \_\_\_\_\_

4. Permits: \_\_\_\_\_

5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

## EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a)</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received: _____	
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
<b>3</b> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
_____ Signature of person doing business with the governmental entity		
_____ Date		

**PROPOSER'S AFFIDAVIT  
Exhibit "E"**

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b>
--

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

\_\_\_\_\_  
Signature/Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_.



**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.)

<b>Sign Here</b>	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 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# DRAFT

Attachment "A"

## ENGINEERING LABORATORIES

### SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE

**\*\*\*TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY\*\*\***  
*refer back to requirements page 7, negotiations process*

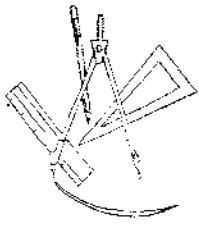
NO.	DESCRIPTION	UNIT COST
<b>PERSONNEL RATES</b>		
01	Soils and Aggregate Technician	\$ _____ / Hour
02	Surveying and Sampling Soils for Highways	\$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	\$ _____ / Hour
04	HMA Level 1-A Certified Technician	\$ _____ / Hour
05	HMA Level 1-B Certified Technician	\$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	\$ _____ / Hour
07	ACI Certified Field Grade II Technician	\$ _____ / Hour
08	Geotechnical Engineer, P.E.	\$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	\$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	\$ _____ / Hour
11	Logger (In Conjunction with Engineer)	\$ _____ / Hour
<b>TRAVEL EXPENSE</b>		
12	Vehicle Fee Mileage (Applicable for all Trips)	\$ _____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	\$ _____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + _____ %
15	Barge Mobilization and Rental	Cost + _____ %
<b>GEOTECHNICAL DRILLING AND ENGINEERING SERVICES</b>		
16	Borings in Soil	\$ _____ / Foot
17	Borings in Soft Rock	\$ _____ / Foot
18	Rock Coring	\$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	\$ _____ / Foot
20	Grou/ Bentonite Backfill	\$ _____ / Foot
21	Dozer/ Clearing Cost	Cost + _____ %
22	Concrete/Asphalt Patch	\$ _____
23	Traffic Control/ Signs, Barricades, etc.	Cost + _____ %
24	All Other Outside Expenses	Cost + _____ %

NO.	DESCRIPTION	UNIT COST
<b>EQUIPMENT EXPENSE</b>		
25	Laptop Computer Rental (w/ Printer)	\$ _____ /Day
26	Laptop Computer Rental (w/ Printer)	\$ _____ /Wk
27	Laptop Computer Rental (w/ Printer)	\$ _____ /Mo.
28	Concrete Beam Breaker	\$ _____ /Day
29	Concrete Beam Breaker	\$ _____ /Wk
30	Concrete Beam Breaker	\$ _____ /Mo.
31	Vacuum Extractor	\$ _____ /Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + _____ %
TEX METHOD	TEST DESCRIPTION	UNIT COST
<b>SOILS SECTION</b>		
Tex-100-E	Surveying and Sampling Soils for Highways	\$ _____ Hr
Tex-103-E	Determination of Moisture Content in Soil Material	\$ _____ Ea
Tex-104-E	Determination of Liquid Limit of Soils	\$ _____ Ea
Tex-105-E	Determination of Plastic Limit of Soils	\$ _____ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	\$ _____ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	\$ _____ Ea
Tex-108-E	Determination of Specific Gravity of Soils	\$ _____ Ea
Tex-110-E	Part I Sieves thru 40	\$ _____ Ea
	Part II Sieves thru 200	\$ _____ Ea
	Additional Sieves	\$ _____ Ea
Tex-111-E	Minus 200 Sieve Analysis	\$ _____ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	\$ _____ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	\$ _____ Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method)	\$ _____ Ea
	Disturbed Soils and Base Materials (Part II)	\$ _____ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	\$ _____ Ea
Tex-128-E	Determination of Soil pH	\$ _____ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	\$ _____ Ea
<b>HOT MIX SECTION</b>		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	\$ _____ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	\$ _____ Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	\$ _____ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	\$ _____ Ea
Tex-203-F	Sand Equivalent Test	\$ _____ Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	\$ _____ Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	\$ _____ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	\$ _____ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	\$ _____ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	\$ _____ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	\$ _____ Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	\$ _____ Ea \$ _____ Ea
Tex-224-F	Determination of Falkiness index	\$ _____ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	\$ _____ Ea
<b>CONCRETE SECTION</b>		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	\$ _____ Ea \$ _____ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	\$ _____ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	\$ _____ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	\$ _____ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	\$ _____ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	\$ _____ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	\$ _____ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	\$ _____ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	\$ _____ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	\$ _____ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	\$ _____ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	\$ _____ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	\$ _____ Ea
Tex-460-A	Determination of Crushed Face Particle Count	\$ _____ Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	\$ _____ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	\$ _____ Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

**EXHIBIT "A"**  
Services to be provided by Engineer



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

January 13, 2011

Ms. Leticia H. Saenz  
CPPB/Contracts Manager  
County of Hidalgo, Purchasing Department  
2208 S. Business 281  
Edinburg, Texas 78539

**RE: Proposal for Construction Material Testing Services for Hidalgo County W.I.C. Offices Located in Edinburg, Texas (Phase II)**

**Dear Mr. Saenz,**

**L&G Engineering Laboratory, LLC** is pleased to submit this proposal for **Construction Material Testing Services for the Hidalgo County W.I.C. Offices Located in Edinburg, Texas.**

## **PROJECT DESCRIPTION**

The proposed project includes renovations/repairs and an addition to the Hidalgo County W.I.C. Offices located on FM 2812 in Edinburg, Texas.

## **SCOPE OF WORK**

Perform Field and Laboratory Construction Materials Testing as required by the specifications. All field and laboratory testing services are to be performed in accordance with applicable standards. Upon completion of tests, all results of testing performed are to be reported to the Owner.

## **PROJECT REQUIREMENTS**

The tests identified in "Attachment I" of this cost proposal will constitute the Field and Construction Materials Testing Services provided to **The County of Hidalgo**. The quantities listed in "Attachment I" are the anticipated quantities based on the project information furnished to **L&G Engineering Laboratory, LLC** by Dannenbaum Engineering.

## **REPORTS**

The results of field and laboratory testing will be forwarded to the designated recipient(s) as the data becomes available or by request. The final report will be produced and delivered by regular mail to **The County of Hidalgo** and all/other **County designated recipients**.

**COST**

Included herein as "Attachment I", is our cost proposal giving the testing item, a brief description and the unit fee for that item. *Attachment "I" is an estimate based on the project lengths furnished to L&G Engineering Laboratory, LLC. The scope and quantity of services will be dependent upon services actually required/requested by you and/or your representatives. Additional requests for services in addition to those estimated will be invoiced at the listed rates.*

**ACCEPTANCE**

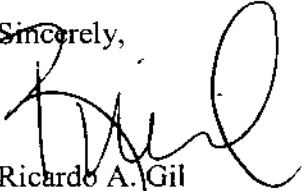
L&G Engineering Laboratory appreciates the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Cost Proposal
II	Standard Terms and Conditions

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

L&G considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Sincerely,



Ricardo A. Gil  
 General Manager  
 L&G Engineering Laboratory, LLC

\_\_\_\_\_  
Jacinto Garza, P.E., President, CEO

\_\_\_\_\_  
Date

Accepted By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**EXHIBIT "B"**  
Laboratory's Cost Proposal and  
Standard Terms and Conditions

# L & G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

Attachment "I"

Building Repairs and/or Additions and Renovations to W.I.C Offices - Edinburg, Tx.

Prepared for the County of Hidalgo

<b>Building Subgrade Testing - Laboratory</b>				
Tech Time	2.5	Hrs.	\$45.07	\$112.68
Trip Charge	20	Mi.	\$0.49	\$9.80
Atterberg	1	Ea.	\$75.05	\$75.05
Moisture-Density Determ	1	Ea.	\$193.92	\$193.92
Reports	1	Ea.	\$22.23	\$22.23
Eng. Spec.	0.5	Hrs.	\$112.61	\$56.31
Engineer	0.5	Hrs.	\$150.22	\$75.11
			Sub.	<u>\$545.09</u>
<b>Building Subgrade Field Density Testing</b>				
Tech Time	2	Hrs.	\$45.07	\$90.14
Trip Charge	20	Mi.	\$0.49	\$9.80
Comp. Test	3	Ea.	\$22.53	\$67.59
Reports	1	Ea.	\$22.23	\$22.23
Eng. Spec.	0.25	Hrs.	\$112.61	\$28.15
Engineer	0.25	Hrs.	\$150.22	\$37.56
			Sub.	<u>\$255.47</u>
<b>Select Fill - Buildings - Laboratory Testing</b>				
Tech Time	2.5	Hrs.	\$45.07	\$112.68
Trip Charge	20	Mi.	\$0.49	\$9.80
Atterberg	2	Ea.	\$75.05	\$150.10
Moisture-Density Determ	1	Ea.	\$193.92	\$193.92
Reports	2	Ea.	\$22.23	\$44.46
Eng. Spec.	0.5	Hrs.	\$112.61	\$56.31
Engineer	0.5	Hrs.	\$150.22	\$75.11
			Sub.	<u>\$642.37</u>
<b>Select Fill - Buildings - Field Density Testing</b>				
Tech Time	8	Hrs.	\$45.07	\$360.56
Trip Charge	80	Mi.	\$0.49	\$39.20
Comp. Test	12	Ea.	\$22.53	\$270.36
Reports	4	Ea.	\$22.23	\$88.92
Eng. Spec.	1	Hrs.	\$112.61	\$112.61
Engineer	1	Hrs.	\$150.22	\$150.22
			Sub.	<u>\$1,021.87</u>
<b>Concrete Placement - Floor Slab</b>				
Air Content	2	Ea.	\$22.48	\$44.96
Cylinder Prep/Hold/Cure	8	Ea.	\$11.32	\$90.56
Cylinder Compressive Strength	8	Ea.	\$15.07	\$120.56
Tech Time (Concrete)	8	Hr.	\$57.55	\$460.40
Report	6	Ea.	\$22.23	\$133.38
Trip Charge	40	Mi.	\$0.49	\$19.80
Eng. Spec.	1.5	Hrs.	\$112.61	\$168.92
Engineer	1.5	Hrs.	\$150.22	\$225.33
			Sub.	<u>\$1,263.71</u>

<b>CMU Grout Testing</b>				
Air Content	3	Ea.	\$22.48	\$67.44
Specimen Comp. Test	9	Ea.	\$31.31	\$281.79
Tech Time (Concrete)	12	Hr.	\$57.55	\$690.60
Report	9	Ea.	\$22.23	\$200.07
Trip Charge	120	Mi	\$0.49	\$58.80
Eng. Spec.	2.25	Hrs.	\$112.61	\$253.37
Engineer	2.25	Hrs.	\$150.22	\$338.00
			<b>Sub.</b>	<b>\$1,890.07</b>
<b>CMU Mortar Testing</b>				
Specimen Comp. Test	9	Ea.	\$30.60	\$275.40
Tech Time (Concrete)	12	Hr.	\$57.55	\$690.60
Report	9	Ea.	\$22.23	\$200.07
Trip Charge	120	Mi	\$0.49	\$58.80
Eng. Spec.	2.25	Hrs.	\$112.61	\$253.37
Engineer	2.25	Hrs.	\$150.22	\$338.00
			<b>Sub.</b>	<b>\$1,816.24</b>
<b>Steel Inspection</b>				
Tech Time (Concrete)	12	Hr.	\$57.55	\$690.60
Report	3	Ea.	\$22.23	\$66.69
Trip Charge	180	Mi	\$0.49	\$88.20
Eng. Spec.	1	Hrs.	\$112.61	\$112.61
Engineer	1	Hrs.	\$150.22	\$150.22
			<b>Sub.</b>	<b>\$1,108.32</b>

**Estimated Field and Laboratory Testing Fees \$8,543.13**

**ATTACHMENT II**

**L&G ENGINEERING LABORATORY**

**STANDARD TERMS AND CONDITIONS**

1. L&G Engineering Laboratory (L&G) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). L&G will be compensated largely on the basis of the time required in rendering these professional services---not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.
2. L&G will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. L&G makes no other warranties or guarantees, expressed or implied.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of L&G's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include removal of any waste or cutting from the site. Such materials will be containerized and left at the site.
6. The scope of work and cost estimate does not include removal of any waste or drill cuttings from the site. The results of sample analyses or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, L&G will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said materials.

7. All samples obtained at the site will be managed by L&G. L&G will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

In the event samples contain hazardous constituents, L&G will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, L&G will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, L&G will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.
9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, L&G will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.
10. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
11. L&G will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as L&G may reasonably make with the information gathered while performing its services.
12. L&G's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon L&G, other than for professional errors and omissions, will be limited to L&G's general liability insurance coverage of \$1,000,000. For any damage on account of any error, omission, or other professional negligence, L&G's liability to CLIENT, or to any third party, will be limited to a sum not to exceed our fees.
13. CLIENT will indemnify L&G against any claims or costs which exceed the limitation on L&G's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.
14. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to

terminate the Agreement, L&G will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.

15. All claims, disputes, and other controversy between L&G and CLIENT arising out of or in any way related to the services provided by L&G will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute required litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of L&G's principal place of business; b) the claim will be brought and tried in judicial jurisdiction of the court of the county where L&G's principal place of business is located; and CLIENT waives the right to remove action to any other county or jurisdiction; and c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

**EXHIBIT "C"**  
Insurance Requirements

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2011

<b>PRODUCER</b> Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> L & G Engineering Laboratory LLC, 2100 W Expressway 83 Mercedes, TX 78570	INSURER A: <b>Steadfast Insurance Co.</b>	<b>26387</b>
	INSURER B: <b>Texas Mutual Insurance Company</b>	<b>22945</b>
	INSURER C: <b>Peerless Insurance Company</b>	<b>24198</b>
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PO Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GPL967060502	07/19/10	07/19/11	EACH OCCURRENCE \$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000				
					MED EXP (Any one person) \$5,000
					PERSONAL & ADV INJURY \$2,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA1151573	07/19/10	07/19/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	BODILY INJURY (Per person) \$				
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF00010203000  YES	07/23/10	07/23/11	<input type="checkbox"/> WC STATU-TORY 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
A	OTHER Professional Liability	GPL967060502	07/19/10	07/19/11	\$2,000,000 Aggregate \$2,000,000 Per Occasion

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.  
 Waiver of Subrogation in favor of Certificate Holder.

<b>CERTIFICATE HOLDER</b> Hidalgo County Purchasing Dept Marth L. Salazar, CPPB 2812 S. Business Hwy 281 Edinburg, TX 78539	<b>CANCELLATION 10 Days for Non-Payment</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE 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 <i>Brian E Lewis</i>
---	--

## Leticia Saenz

---

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 5:26 PM  
**To:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

---

**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Friday, July 08, 2011 5:09 PM  
**To:** 'Martha Salazar'  
**Subject:** RE: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

The contracts are fine but please note insurance policies expire on both contracts this month. **NOTE: INSURANCE IS CURRENT TILL DAY OF CC APPROVAL--HOWEVER, PER RICK GIL (L&G ENGINEERING) WILL PROVIDE COUNTY**

**FROM:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us] **WITH CURRENT CERTIFICATE ON 07/19/11 WITH NEW EFFECTIVE DATES.**  
**Sent:** Friday, July 08, 2011 4:31 PM  
**To:** 'Stephen L. Crain'; 'Raul Sesin'  
**Cc:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19  
**Importance:** High

Mr. Crain:  
Please review and comment as to form.  
Mr. Sesin:  
Please review and comment as to fees/rates/percentages being charged.  
Thanks,  
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 3:52 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Darlene Betancourt'  
**Subject:** Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

Ms. Marty-

Attached, please forward to legal for review and approval **Contract#C-11-139-07-19** with **L&G Engineering Laboratory (job specific to WIC Offices at Precinct 4)** and **Contract#C-11-185-07-19-** with **L&G Engineering** for: **Geo Technical Services (on call)** for projects located within Precinct #4.

Also, if you can please forward to **Mr. Raul Sesin, PE/CFM** for his review and approval of "engineering rates and fees" for both these agreements.

Note: I will be placing these agreements on the next CC agenda for final approval.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department  
2802 South Business Hwy. 281  
Edinburg, Texas 78539  
(956) 292-7000 x-4861 fax (956) 318-2629

## Leticia Saenz

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**Subject:** RE: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 5:18 PM  
**To:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

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**From:** Raul Sesin [mailto:Raul.Sesin@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 4:43 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Nora D Cavazos'  
**Subject:** RE: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

Ms. Salazar,

The Engineering Rates and Fees appear to be reasonable and customary for the type of work being considered.

If you have any questions or require additional information, please advise.

Thank you.



**Raul E. Sesin, PE, CFM**  
**Planning Administrator**



Please refrain from printing this email unless completely necessary. Go Green!

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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 4:31 PM  
**To:** 'Stephen L. Crain'; 'Raul Sesin'  
**Cc:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19  
**Importance:** High

Mr. Crain:  
Please review and comment as to form.  
Mr. Sesin:  
Please review and comment as to fees/rates/percentages being charged.  
Thanks,  
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]  
**Sent:** Friday, July 08, 2011 3:52 PM

**To:** 'Martha Salazar'  
**Cc:** 'Darlene Betancourt'  
**Subject:** Review & Approval of Contract#s C-11-139-07-19 & C-11-185-07-19

Ms. Marty-

Attached, please forward to legal for review and approval **Contract#C-11-139-07-19** with **L&G Engineering Laboratory (job specific to WIC Offices at Precinct 4)** and **Contract#C-11-185-07-19-** with **L&G Engineering** for: **Geo Technical Services (on call)** for projects located within Precinct #4.

Also, if you can please forward to **Mr. Raul Sesin, PE/CFM** for his review and approval of “engineering rates and fees” for both these agreements.

Note: I will be placing these agreements on the next CC agenda for final approval.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department  
2802 South Business Hwy. 281  
Edinburg, Texas 78539  
(956) 292-7000 x-4861 fax (956) 318-2629

AI-27574

16. G. 1.

CC REGULAR

Meeting Date: 07/19/2011

Submitted For: Marty Salazar

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**CAPTION**

Authority to advertise the lease of office in the City of Edinburg for the housing of a judicial Courtroom for Hidalgo County with procurement packet which includes specifications to be developed and drafted by Purchasing with input and direction by Executive Officer.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1100-415-18-160-001-0-540

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

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**Form Review**

<b><u>Inbox</u></b>	<b><u>Reviewed By</u></b>	<b><u>Date</u></b>
Purchasing Department (Originator)	Marty Salazar	07/15/2011 03:22 PM
Budget & Management	Merlen P. Munoz	07/15/2011 03:34 PM
Erika Zamora	Monica Badillo	07/15/2011 04:38 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Marty Salazar		Started On: 07/15/2011 03:12 PM
	Final Approval Date: 07/15/2011	

**AI-27509**

**17. D.**

**CC REGULAR**

**Meeting Date:** 07/19/2011

**Submitted For:** Valde Guerra

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**CAPTION**

Claim of Ty Rob Fewin

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Erika Zamora	07/13/2011 01:59 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Aida Alvarez		Started On: 07/13/2011 01:11 PM
	Final Approval Date: 07/15/2011	

**AI-27514**

**17. E.**

**CC REGULAR**

**Meeting Date:** 07/19/2011

**Submitted For:** Valde Guerra

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**CAPTION**

Claim of City of Mission

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Erika Zamora	07/13/2011 02:02 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Aida Alvarez		Started On: 07/13/2011 01:43 PM
	Final Approval Date: 07/15/2011	

**AI-27516**

**17. F.**

**CC REGULAR**

**Meeting Date:** 07/19/2011

**Submitted For:** Valde Guerra

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**CAPTION**

Claim of Rosa Maria Lugo

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Erika Zamora	07/13/2011 02:02 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Aida Alvarez		Started On: 07/13/2011 01:46 PM
	Final Approval Date: 07/15/2011	

**AI-27513**

**18. D.**

**CC REGULAR**

**Meeting Date:** 07/19/2011

**Submitted For:** Valde Guerra

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**CAPTION**

Claim of Ty Rob Fewin

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Erika Zamora	07/13/2011 02:01 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Aida Alvarez		Started On: 07/13/2011 01:40 PM
	Final Approval Date: 07/15/2011	

**AI-27515**

**18. E.**

**CC REGULAR**

**Meeting Date:** 07/19/2011

**Submitted For:** Valde Guerra

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**CAPTION**

Claim of City of Mission

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Erika Zamora	07/13/2011 02:02 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Aida Alvarez		Started On: 07/13/2011 01:44 PM
	Final Approval Date: 07/15/2011	

**AI-27517**

**18. F.**

**CC REGULAR**

**Meeting Date:** 07/19/2011

**Submitted For:** Valde Guerra

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**CAPTION**

Claim of Rosa Maria Lugo

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Erika Zamora	07/13/2011 02:03 PM
Auditor's Office		07/15/2011 04:39 PM
Form Started By: Aida Alvarez		Started On: 07/13/2011 01:47 PM
	Final Approval Date: 07/15/2011	