AI-28283 **6. B.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Karina Cardoza **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of Hidalgo County Employee and Dependent Scholarship Recipients for 2011-2012

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 10:51 AM
Erika Zamora	Erika Zamora	08/25/2011 01:48 PM
Budget & Management	Merlen P. Munoz	08/25/2011 10:51 AM
Erika Zamora	Erika Zamora	08/25/2011 01:48 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 08/25/2011 10:42 AM

AI-28284 **6. C.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of Constable Larry Gallardo as Graduate of 2010-11 Texas Association of Counties Leadership Class

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 10:52 AM
Erika Zamora	Erika Zamora	08/25/2011 01:48 PM
Budget & Management	Merlen P. Munoz	08/25/2011 10:52 AM
Erika Zamora	Erika Zamora	08/25/2011 01:48 PM
Auditor's Office	Erika Zamora	08/25/2011 01:48 PM
Purchasing Department		

Form Started By: Monica Badillo Started On: 08/25/2011 10:43 AM

AI-28214 **6. D.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Executive Office **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

ROW Dept (1200):
1. Approval of position and employee transfers as follows:

		FROM		TO	
Position Title	**Emp. No.**	**Dept**	**Slot #**	**Dept**	**Slot. #**
ROW Agent V	020109	ROW Dept 260-001	005	Pct No. 1 121-005	122
ROW Agent V	047473	ROW Dept 260-001	011	Pct No. 1 121-005	123
ROW Agent V	126365	ROW Dept 260-001	007	Pct No. 2 122-006	079
ROW Agent V	144355	ROW Dept 260-001	008	Pct No. 2 122-006	080
ROW Agent V	154008	ROW Dept 260-001	014	Pct No. 3 123-005	083
ROW Agent V	178128	ROW Dept 260-001	010	Pct No. 3 123-005	082
ROW Agent V	101907	ROW Dept 260-001	006	Pct No. 4 124-007	067
ROW Agent V	121762	ROW Dept 260-001	009	Pct. No.4 124-007	068

2. Approval to delete one (1) vacant regular full time Executive Assistant II position, slot no. 012, grade 13.
3. Approval of interdepartmental transfers.
4. Approval of revised salary schedules

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** see attached transfers

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

BUDGETARY IMPACT:

Transfer of position, employee and funds.
See attached interdepartmental transfers (from ROW Dept to Precincts 1-4)

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 08:04 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Rosie Cantu Started On: 08/23/2011 04:58 PM

Final Approval Date: 08/25/2011

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Wednesday, August 24, 2011

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

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

AI: 28214

C.C. Date: 08/30/11

Dept: ROW- PRECINCTS 1-4 (ROAD MAINTENANCE

RECEIVED
AUG 25 2011
Human Resources

Human Resources Dept:

Received By: Sylvia Rios

Title: Exec. Asst. III

Date: 08.25.11

Time: 3:30 pm

AI-28214 **6. D.**
CC REGULAR
Meeting Date: 08/30/2011
Submitted For: Executive Office **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION
ROW Dept (1200):
1. Approval of position and employee transfers as follows:

		FROM		TO	
Position Title	**Emp. No.**	**Dept**	**Slot #**	**Dept**	**Slot. #**
ROW Agent V	020109	ROW Dept 260-001	005	Pct No. 1 121-005	122
ROW Agent V	047473	ROW Dept 260-001	011	Pct No. 1 121-005	123
ROW Agent V	126365	ROW Dept 260-001	007	Pct No. 2 122-006	079
ROW Agent V	144355	ROW Dept 260-001	008	Pct No. 2 122-006	080
ROW Agent V	154008	ROW Dept 260-001	014	Pct No. 3 123-005	083
ROW Agent V	178128	ROW Dept 260-001	010	Pct No. 3 123-005	082
ROW Agent V	101907	ROW Dept 260-001	006	Pct No. 4 124-007	067
ROW Agent V	121762	ROW Dept 260-001	009	Pct. No.4 124-007	068

2. Approval to delete one (1) vacant regular full time Executive Assistant II position, slot no. 012, grade 13.
3. Approval of interdepartmental transfers.
4. Approval of revised salary schedules

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** see attached transfers
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Transfer of position, employee and funds.
See attached interdepartmental transfers (from ROW Dept to Precincts 1-4)

Attachments

revised salary schedules
transfers
fiscal note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 08:04 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Rosie Cantu Started On: 08/23/2011 04:58 PM
Final Approval Date: 08/25/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: ROW DEPT (260-001) DATE: 8/24/11

CURRENT POSITION TITLE: EXECUTIVE ASSISTANT II CURRENT SLOT. #: 0012

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 43,383.00 (Grade 13/ Step 2) Current Budgeted Salary $ 0.00 Proposed Budgeted Salary $ (43,383.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Position is Vacant; no longer needed.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/26/11	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/26/2011	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 08/26/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

EXECUTIVE ASSISTANT II

GRADE: 13

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the department or county

May assist the executive with general human resource management actions

May assist in budget preparation

May plan, assign, and/or supervise the work of others

May plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years related experience. Graduation from an accredited four-year college or university with major course work in business administration or a related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Agenda Item: 28214

Summary of request/proposal:
ROW DEPT/ PRECINCTS 1-4:
APPROVAL OF POSITION AND EMPLOYEE TRANSFERS AS LISTED BELOW AND DELETION OF ONE EXECUTIVE ASSISTANT II, SLOT 12 GRADE 13.

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
	SALARIES									
1200	ROW AGENT V	0005	113	15	6	64,066.00	-	-	0.00	(64,066.00)
1200	ROW AGENT V	0011	113	15	5	62,475.00	-	-	0.00	(62,475.00)
1200	ROW AGENT V	0007	113	15	6	64,066.00	-	-	0.00	(64,066.00)
1200	ROW AGENT V	0008	113	15	6	64,066.00	-	-	0.00	(64,066.00)
1200	ROW AGENT V	0014	113	15	5	62,475.00	-	-	0.00	(62,475.00)
1200	ROW AGENT V	0010	113	15	1	54,526.00	-	-	0.00	(54,526.00)
1200	ROW AGENT V	0006	113	15	6	64,066.00	-	-	0.00	(64,066.00)
1200	ROW AGENT V	0009	113	15	5	62,475.00	-	-	0.00	(62,475.00)
1200	EXECUTIVE ASISSTANT II	0012	113	13	2	48,383.00	-	-	0.00	(48,383.00)
			TOTAL SALARIES			498,215.00			0.00	(546,598.00)
	ALLOWANCES									
1200	ROW AGENT V	0005	115	15	6	1,380.00	-	-	0.00	(1,380.00)
1200	ROW AGENT V	0007	115	15	6	540.00	-	-	0.00	(540.00)
1200	ROW AGENT V	0006	115	15	6	420.00	-	-	0.00	(420.00)
1200	EXECUTIVE ASISSTANT II	0012	115	13	2	600.00	-	-	0.00	(600.00)
			TOTAL ALLOWANCES			546,598.00			0.00	(2,940.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-260-001-0-	113	ROW DEPARTMENT-	REG F/T EMPLOYEES	($187,104.70)
1-1200-431-00-260-001-0-	115	ROW DEPARTMENT-	LONGEVITY	($1,006.38)
1-1200-431-00-260-001-0-	211	ROW DEPARTMENT-	HEALTH INSURANCE	($11,090.79)
1-1200-431-00-260-001-0-	212	ROW DEPARTMENT-	LIFE INSURANCE	($83.16)
1-1200-431-00-260-001-0-	220	ROW DEPARTMENT-	FICA	($14,390.50)
1-1200-431-00-260-001-0-	230	ROW DEPARTMENT-	RETIREMENT	($18,058.66)
1-1200-431-00-260-001-0-	250	ROW DEPARTMENT-	UNEMPLOYMENT COMP	($940.55)
1-1200-431-00-260-001-0-	260	ROW DEPARTMENT-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	($232,674.74)

2012 Budgetary Impact: ($680,958.80)

Possible Funding Sources: AVAILABLE FUNDS TO BE TRANSFERRED TO PRECINCTS 1-4

Budget Office Comments:

Hidalgo Co. Budget Office
2/3/2005

ROW DEPT/ PCT NO. 1

SALARIES ANALYSIS WORKSHEET

As of 08/24/2011

Acct No: 1-1200-431-00-260-001-0-XXX/ 1-1200-431-00-121-005-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$126,541.00	$4,866.96	8.9	$43,315.96	$0.00	($43,315.96)
115	Longevity Pay	$1,380.00	$57.50	8.9	$511.75	$0.00	($511.75)
211	Health	$7,200.00	$300.00	8.9	$2,670.00	$0.00	($2,670.00)
212	Life	$54.00	$4.50	4.0	$18.00	$0.00	($18.00)
220	FICA	$9,785.96	$376.38	8.9	$3,349.81	$0.00	($3,349.81)
230	Retirement	$12,280.42	$472.32	8.9	$4,203.68	$0.00	($4,203.68)
250	Unemployment	$639.61	$24.60	8.9	$218.94	$0.00	($218.94)
260	Workers Comp	$0.00	$0.00	8.9	$0.00	$0.00	$0.00
TOTAL		**$157,880.98**	**$6,102.27**		**$54,288.14**	**$0.00**	**($54,288.14)**

SALARIES & ALLOWANCES	$127,921.00	$127,921.00
FICA	7.65%	$9,785.96
RETIREMENT	9.60%	$12,280.42
UNEMPLOYMENT	0.50%	$639.61
	TOTAL	**$150,626.98**

ROW DEPT/ PCT NO. 2

SALARIES ANALYSIS WORKSHEET

As of 08/24/2011

Acct No: 1-1200-431-00-260-001-0-XXX / 1-1200-431-00-122-006-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$128,132.00	$4,928.15	8.9	$43,860.57	$0.00	($43,860.57)
115	Longevity Pay	$420.00	$17.50	8.9	$155.75	$0.00	($155.75)
211	Health	$7,200.00	$300.00	8.9	$2,670.00	$0.00	($2,670.00)
212	Life	$54.00	$4.50	4.0	$18.00	$0.00	($18.00)
220	FICA	$9,834.23	$378.24	8.9	$3,366.33	$0.00	($3,366.33)
230	Retirement	$12,340.99	$474.65	8.9	$4,224.42	$0.00	($4,224.42)
250	Unemployment	$642.76	$24.72	8.9	$220.02	$0.00	($220.02)
260	Workers Comp	$0.00	$0.00	8.9	$0.00	$0.00	$0.00
TOTAL		**$158,623.98**	**$6,127.77**		**$54,515.09**	**$0.00**	**($54,515.09)**

SALARIES & ALLOWANCES	$128,552.00	$128,552.00
FICA	7.65%	$9,834.23
RETIREMENT	9.60%	$12,340.99
UNEMPLOYMENT	0.50%	$642.76
	TOTAL	**$151,369.98**

ROW DEPT/ PCT NO. 3

SALARIES ANALYSIS WORKSHEET

As of 08/24/2011

Acct No: 1-1200-431-00-260-001-0-XXX / 1-1200-431-00-123-005-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$117,001.00	$4,500.04	8.9	$40,050.34	$0.00	($40,050.34)
115	Longevity Pay	$0.00	$0.00	8.9	$0.00	$0.00	$0.00
211	Health	$7,200.00	$300.00	8.9	$2,670.00	$0.00	($2,670.00)
212	Life	$54.00	$4.50	4.0	$18.00	$0.00	($18.00)
220	FICA	$8,950.58	$344.25	8.9	$3,063.85	$0.00	($3,063.85)
230	Retirement	$11,232.10	$432.00	8.9	$3,844.83	$0.00	($3,844.83)
250	Unemployment	$585.01	$22.50	8.9	$200.25	$0.00	($200.25)
260	Workers Comp	$0.00	$0.00	8.9	$0.00	$0.00	$0.00
TOTAL		**$145,022.68**	**$5,603.30**		**$49,847.28**	**$0.00**	**($49,847.28)**

SALARIES & ALLOWANCES	$117,001.00	$117,001.00
FICA	7.65%	$8,950.58
RETIREMENT	9.60%	$11,232.10
UNEMPLOYMENT	0.50%	$585.01
	TOTAL	**$137,768.68**

ROW DEPT/ PCT NO. 4

SALARIES ANALYSIS WORKSHEET

As of 08/24/2011

Acct No: 1-1200-431-00-260-001-0-XXX / 1-1200-431-00-124-007-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$126,541.00	$4,866.96	8.9	$43,315.96	$0.00	($43,315.96)
115	Longevity Pay	$540.00	$22.50	8.9	$200.25	$0.00	($200.25)
211	Health	$7,200.00	$300.00	8.9	$2,670.00	$0.00	($2,670.00)
212	Life	$54.00	$4.50	4.0	$18.00	$0.00	($18.00)
220	FICA	$9,721.70	$373.91	8.9	$3,327.81	$0.00	($3,327.81)
230	Retirement	$12,199.78	$469.22	8.9	$4,176.08	$0.00	($4,176.08)
250	Unemployment	$635.41	$24.44	8.9	$217.50	$0.00	($217.50)
260	Workers Comp	$0.00	$0.00	8.9	$0.00	$0.00	$0.00
TOTAL		**$156,891.88**	**$6,061.53**		**$53,925.60**	**$0.00**	**($53,925.60)**

SALARIES & ALLOWANCES	$127,081.00	$127,081.00
FICA	7.65%	$9,721.70
RETIREMENT	9.60%	$12,199.78
UNEMPLOYMENT	0.50%	$635.41
	TOTAL	**$149,637.88**

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: August 24, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COMM. PCT. NO. 1

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
1-1200-431-00-260-001-0- 113	ROW DEPARTMENT-	REG F/T EMPLOYEES	(43,315.96)
1-1200-431-00-260-001-0- 115	ROW DEPARTMENT-	LONGEVITY PAY	(511.75)
1-1200-431-00-260-001-0- 211	ROW DEPARTMENT-	HEALTH INSURANCE	(2,670.00)
1-1200-431-00-260-001-0- 212	ROW DEPARTMENT-	LIFE INSURANCE	(18.00)
1-1200-431-00-260-001-0- 220	ROW DEPARTMENT-	FICA	(3,349.81)
1-1200-431-00-260-001-0- 230	ROW DEPARTMENT-	RETIREMENT	(4,203.68)
1-1200-431-00-260-001-0- 250	ROW DEPARTMENT-	UNEMPLOYMT. COMP	(218.94)
1-1200-431-00-260-001-0- 346	ROW DEPARTMENT-	HAULING & FREIGHT SRV	(50.00)
1-1200-431-00-260-001-0- 432	ROW DEPARTMENT-	EQUIP&VEH R&M SRV	(238.23)
1-1200-431-00-260-001-0- 442	ROW DEPARTMENT-	EQUIP & VEHICLE RENTAL	(187.21)
1-1200-431-00-260-001-0- 522	ROW DEPARTMENT-	VEHICLE LIABILITY INSURANCE	(1,400.00)
1-1200-431-00-260-001-0- 529	ROW DEPARTMENT-	SURETY & NOTARY BONDS	(7.40)
1-1200-431-00-260-001-0- 531	ROW DEPARTMENT-	TELEPHONE	(403.54)
1-1200-431-00-260-001-0- 532	ROW DEPARTMENT-	WIRELESS DEVICES	(200.00)
1-1200-431-00-260-001-0- 535	ROW DEPARTMENT-	POSTAGE	(4.43)
1-1200-431-00-260-001-0- 550	ROW DEPARTMENT-	PRINTING & BINDING	(8.85)
1-1200-431-00-260-001-0- 583	ROW DEPARTMENT-	TRAVEL OUT OF COUNTY	(118.75)
1-1200-431-00-260-001-0- 584	ROW DEPARTMENT-	REGISTRATION FEES	(350.00)
1-1200-431-00-260-001-0- 601	ROW DEPARTMENT-	OFFICE & COMPUTER SUPPLIES	(263.39)
1-1200-431-00-260-001-0- 607	ROW DEPARTMENT-	HSEHLD & JANITORIAL SUPPL	(100.00)
1-1200-431-00-260-001-0- 613	ROW DEPARTMENT-	SAFETY SUPPLIES	(50.00)
1-1200-431-00-260-001-0- 626	ROW DEPARTMENT-	GASOLINE/DIESEL	(34.21)
1-1200-431-00-260-001-0- 631	ROW DEPARTMENT-	BOTTLED WATER	(32.14)
1-1200-431-00-260-001-0- 672	ROW DEPARTMENT-	EQ&VEH R&M SUPPLIES	(326.08)
1-1200-431-00-260-001-0- 679	ROW DEPARTMENT-	OTHER R&M SUPPLIES	(300.00)
1-1200-431-00-260-001-0- 780	ROW DEPARTMENT-	CAPITAL LEASES	(981.22)
1-1200-431-00-260-001-0- 890	ROW DEPARTMENT-	OTHER	(180.00)

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: August 24, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COMM. PCT. NO. 1

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME		Amount
CONTINUED FROM PAGE 1.....			
TO:			
1-1200-431-00-121-005-0- 113	PCT 1 ROAD MAINTENANCE-	REG F/T EMPLOYEES	43,315.96
1-1200-431-00-121-005-0- 115	PCT 1 ROAD MAINTENANCE-	LONGEVITY PAY	511.75
1-1200-431-00-121-005-0- 211	PCT 1 ROAD MAINTENANCE-	HEALTH INSURANCE	2,670.00
1-1200-431-00-121-005-0- 212	PCT 1 ROAD MAINTENANCE-	LIFE INSURANCE	18.00
1-1200-431-00-121-005-0- 220	PCT 1 ROAD MAINTENANCE-	FICA	3,349.81
1-1200-431-00-121-005-0- 230	PCT 1 ROAD MAINTENANCE-	RETIREMENT	4,203.68
1-1200-431-00-121-005-0- 250	PCT 1 ROAD MAINTENANCE-	UNEMPLOYMT. COMP	218.94
1-1200-431-00-121-005-0- 346	PCT 1 ROAD MAINTENANCE-	HAULING & FREIGHT SRV	50.00
1-1200-431-00-121-005-0- 432	PCT 1 ROAD MAINTENANCE-	EQUIP&VEH R&M SRV	238.23
1-1200-431-00-121-005-0- 442	PCT 1 ROAD MAINTENANCE-	EQUIP & VEHICLE RENTAL	187.21
1-1200-431-00-121-005-0- 522	PCT 1 ROAD MAINTENANCE-	VEHICLE LIABILITY INSURANCE	1,400.00
1-1200-431-00-121-005-0- 529	PCT 1 ROAD MAINTENANCE-	SURETY & NOTARY BONDS	7.40
1-1200-431-00-121-005-0- 531	PCT 1 ROAD MAINTENANCE-	TELEPHONE	403.54
1-1200-431-00-121-005-0- 532	PCT 1 ROAD MAINTENANCE-	WIRELESS DEVICES	200.00
1-1200-431-00-121-005-0- 535	PCT 1 ROAD MAINTENANCE-	POSTAGE	4.43
1-1200-431-00-121-005-0- 550	PCT 1 ROAD MAINTENANCE-	PRINTING & BINDING	8.85
1-1200-431-00-121-005-0- 583	PCT 1 ROAD MAINTENANCE-	TRAVEL OUT OF COUNTY	118.75
1-1200-431-00-121-005-0- 584	PCT 1 ROAD MAINTENANCE-	REGISTRATION FEES	350.00
1-1200-431-00-121-005-0- 601	PCT 1 ROAD MAINTENANCE-	OFFICE & COMPUTER SUPPLIES	263.39
1-1200-431-00-121-005-0- 607	PCT 1 ROAD MAINTENANCE-	HSEHLD & JANITORIAL SUPPL	100.00
1-1200-431-00-121-005-0- 613	PCT 1 ROAD MAINTENANCE-	SAFETY SUPPLIES	50.00
1-1200-431-00-121-005-0- 626	PCT 1 ROAD MAINTENANCE-	GASOLINE/DIESEL	34.21
1-1200-431-00-121-005-0- 631	PCT 1 ROAD MAINTENANCE-	BOTTLED WATER	32.14
1-1200-431-00-121-005-0- 672	PCT 1 ROAD MAINTENANCE-	EQ&VEH R&M SUPPLIES	326.08
1-1200-431-00-121-005-0- 679	PCT 1 ROAD MAINTENANCE-	OTHER R&M SUPPLIES	300.00
1-1200-431-00-121-005-0- 780	PCT 1 ROAD MAINTENANCE-	CAPITAL LEASES	981.22
1-1200-431-00-121-005-0- 890	PCT 1 ROAD MAINTENANCE-	OTHER	180.00
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: To fund the prorated salaries and related fringe benefit expenditures for the transfer of two (2) Right Away Agents to the Precinct 1 Road Maintenance Dept.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

Form DBM-202

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: August 24, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COMM. PCT. NO. 2

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER		ACCOUNT NAME		Amount
FROM:				
1-1200-431-00-260-001-0-	113	ROW DEPARTMENT-	REG F/T EMPLOYEES	(43,860.57)
1-1200-431-00-260-001-0-	115	ROW DEPARTMENT-	LONGEVITY PAY	(155.75)
1-1200-431-00-260-001-0-	211	ROW DEPARTMENT-	HEALTH INSURANCE	(2,670.00)
1-1200-431-00-260-001-0-	212	ROW DEPARTMENT-	LIFE INSURANCE	(18.00)
1-1200-431-00-260-001-0-	220	ROW DEPARTMENT-	FICA	(3,366.33)
1-1200-431-00-260-001-0-	230	ROW DEPARTMENT-	RETIREMENT	(4,224.42)
1-1200-431-00-260-001-0-	250	ROW DEPARTMENT-	UNEMPLOYMT. COMP	(220.02)
1-1200-431-00-260-001-0-	346	ROW DEPARTMENT-	HAULING & FREIGHT SRV	(50.00)
1-1200-431-00-260-001-0-	432	ROW DEPARTMENT-	EQUIP&VEH R&M SRV	(238.23)
1-1200-431-00-260-001-0-	442	ROW DEPARTMENT-	EQUIP & VEHICLE RENTAL	(187.21)
1-1200-431-00-260-001-0-	522	ROW DEPARTMENT-	VEHICLE LIABILITY INSUR	(1,400.00)
1-1200-431-00-260-001-0-	529	ROW DEPARTMENT-	SURETY & NOTARY BONDS	(7.40)
1-1200-431-00-260-001-0-	531	ROW DEPARTMENT-	TELEPHONE	(403.54)
1-1200-431-00-260-001-0-	532	ROW DEPARTMENT-	WIRELESS DEVICES	(200.00)
1-1200-431-00-260-001-0-	535	ROW DEPARTMENT-	POSTAGE	(4.43)
1-1200-431-00-260-001-0-	550	ROW DEPARTMENT-	PRINTING & BINDING	(8.85)
1-1200-431-00-260-001-0-	583	ROW DEPARTMENT-	TRAVEL OUT OF COUNTY	(118.75)
1-1200-431-00-260-001-0-	584	ROW DEPARTMENT-	REGISTRATION FEES	(350.00)
1-1200-431-00-260-001-0-	601	ROW DEPARTMENT-	OFFICE & COMPUTER SUPP	(263.39)
1-1200-431-00-260-001-0-	607	ROW DEPARTMENT-	HSEHLD & JANITORIAL SUI	(100.00)
1-1200-431-00-260-001-0-	613	ROW DEPARTMENT-	SAFETY SUPPLIES	(50.00)
1-1200-431-00-260-001-0-	626	ROW DEPARTMENT-	GASOLINE/DIESEL	(34.21)
1-1200-431-00-260-001-0-	631	ROW DEPARTMENT-	BOTTLED WATER	(32.14)
1-1200-431-00-260-001-0-	672	ROW DEPARTMENT-	EQ&VEH R&M SUPPLIES	(326.08)
1-1200-431-00-260-001-0-	679	ROW DEPARTMENT-	OTHER R&M SUPPLIES	(300.00)
1-1200-431-00-260-001-0-	780	ROW DEPARTMENT-	CAPITAL LEASES	(981.22)
1-1200-431-00-260-001-0-	890	ROW DEPARTMENT-	OTHER	(180.00)

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: August 24, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COMM. PCT. NO. 2

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME		Amount
CONTINUED FROM PAGE 1.....			
TO:			
1-1200-431-00-122-006-0- 113	PCT 2 ROAD MAINTENANCE-	REG F/T EMPLOYEES	43,860.57
1-1200-431-00-122-006-0- 115	PCT 2 ROAD MAINTENANCE-	LONGEVITY PAY	155.75
1-1200-431-00-122-006-0- 211	PCT 2 ROAD MAINTENANCE-	HEALTH INSURANCE	2,670.00
1-1200-431-00-122-006-0- 212	PCT 2 ROAD MAINTENANCE-	LIFE INSURANCE	18.00
1-1200-431-00-122-006-0- 220	PCT 2 ROAD MAINTENANCE-	FICA	3,366.33
1-1200-431-00-122-006-0- 230	PCT 2 ROAD MAINTENANCE-	RETIREMENT	4,224.42
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	UNEMPLOYMT. COMP	220.02
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	HAULING & FREIGHT SRV	$50.00
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	EQUIP&VEH R&M SRV	$238.23
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	EQUIP & VEHICLE RENTAL	$187.21
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	VEHICLE LIABILITY INSUR.	$1,400.00
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	SURETY & NOTARY BONDS	$7.40
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	TELEPHONE	$403.54
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	WIRELESS DEVICES	$200.00
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	POSTAGE	$4.43
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	PRINTING & BINDING	$8.85
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	TRAVEL OUT OF COUNTY	$118.75
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	REGISTRATION FEES	$350.00
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	OFFICE & COMPUTER SUPP	$263.39
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	HSEHLD & JANITORIAL SU	$100.00
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	SAFETY SUPPLIES	$50.00
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	GASOLINE/DIESEL	$34.21
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	BOTTLED WATER	$32.14
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	EQ&VEH R&M SUPPLIES	$326.08
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	OTHER R&M SUPPLIES	$300.00
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	CAPITAL LEASES	$981.22
1-1200-431-00-122-006-0- 250	PCT 2 ROAD MAINTENANCE-	OTHER	$180.00
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: To fund the prorated salaries and related fringe benefit expenditures for the transfer of two (2) Right Away Agents to the Precinct 2 Road Maintenance Dept.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: August 24, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COMM. PCT. NO. 3

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER		ACCOUNT NAME		Amount
FROM:				
1-1200-431-00-260-001-0-	113	ROW DEPARTMENT-	REG F/T EMPLOYEES	(40,050.34)
1-1200-431-00-260-001-0-	211	ROW DEPARTMENT-	HEALTH INSURANCE	(2,670.00)
1-1200-431-00-260-001-0-	212	ROW DEPARTMENT-	LIFE INSURANCE	(18.00)
1-1200-431-00-260-001-0-	220	ROW DEPARTMENT-	FICA	(3,063.85)
1-1200-431-00-260-001-0-	230	ROW DEPARTMENT-	RETIREMENT	(3,844.83)
1-1200-431-00-260-001-0-	250	ROW DEPARTMENT-	UNEMPLOYMT. COMP	(200.25)
1-1200-431-00-260-001-0-	346	ROW DEPARTMENT-	HAULING & FREIGHT SRV	(50.00)
1-1200-431-00-260-001-0-	432	ROW DEPARTMENT-	EQUIP&VEH R&M SRV	(238.23)
1-1200-431-00-260-001-0-	442	ROW DEPARTMENT-	EQUIP & VEHICLE RENTAL	(187.21)
1-1200-431-00-260-001-0-	522	ROW DEPARTMENT-	VEHICLE LIABILITY INSUR.	(1,400.00)
1-1200-431-00-260-001-0-	529	ROW DEPARTMENT-	SURETY & NOTARY BONDS	(7.40)
1-1200-431-00-260-001-0-	531	ROW DEPARTMENT-	TELEPHONE	(403.54)
1-1200-431-00-260-001-0-	532	ROW DEPARTMENT-	WIRELESS DEVICES	(200.00)
1-1200-431-00-260-001-0-	535	ROW DEPARTMENT-	POSTAGE	(4.43)
1-1200-431-00-260-001-0-	550	ROW DEPARTMENT-	PRINTING & BINDING	(8.85)
1-1200-431-00-260-001-0-	583	ROW DEPARTMENT-	TRAVEL OUT OF COUNTY	(118.75)
1-1200-431-00-260-001-0-	584	ROW DEPARTMENT-	REGISTRATION FEES	(350.00)
1-1200-431-00-260-001-0-	601	ROW DEPARTMENT-	OFFICE & COMPUTER SUPP	(263.39)
1-1200-431-00-260-001-0-	607	ROW DEPARTMENT-	HSEHLD & JANITORIAL SUI	(100.00)
1-1200-431-00-260-001-0-	613	ROW DEPARTMENT-	SAFETY SUPPLIES	(50.00)
1-1200-431-00-260-001-0-	626	ROW DEPARTMENT-	GASOLINE/DIESEL	(34.21)
1-1200-431-00-260-001-0-	631	ROW DEPARTMENT-	BOTTLED WATER	(32.14)
1-1200-431-00-260-001-0-	672	ROW DEPARTMENT-	EQ&VEH R&M SUPPLIES	(326.08)
1-1200-431-00-260-001-0-	679	ROW DEPARTMENT-	OTHER R&M SUPPLIES	(300.00)
1-1200-431-00-260-001-0-	780	ROW DEPARTMENT-	CAPITAL LEASES	(981.22)
1-1200-431-00-260-001-0-	890	ROW DEPARTMENT-	OTHER	(180.00)

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: August 24, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COMM. PCT. NO. 3

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME		Amount
CONTINUED FROM PAGE 1.....			
TO:			
1-1200-431-00-123-005-0- 113	PCT 3 ROAD MAINTENANCE-	REG F/T EMPLOYEES	40,050.34
1-1200-431-00-123-005-0- 211	PCT 3 ROAD MAINTENANCE-	HEALTH INSURANCE	2,670.00
1-1200-431-00-123-005-0- 212	PCT 3 ROAD MAINTENANCE-	LIFE INSURANCE	18.00
1-1200-431-00-123-005-0- 220	PCT 3 ROAD MAINTENANCE-	FICA	3,063.85
1-1200-431-00-123-005-0- 230	PCT 3 ROAD MAINTENANCE-	RETIREMENT	3,844.83
1-1200-431-00-123-005-0- 250	PCT 3 ROAD MAINTENANCE-	UNEMPLOYMT. COMP	200.25
1-1200-431-00-123-005-0- 346	PCT 3 ROAD MAINTENANCE-	HAULING & FREIGHT SRV	50.00
1-1200-431-00-123-005-0- 432	PCT 3 ROAD MAINTENANCE-	EQUIP&VEH R&M SRV	238.23
1-1200-431-00-123-005-0- 442	PCT 3 ROAD MAINTENANCE-	EQUIP & VEHICLE RENTAL	187.21
1-1200-431-00-123-005-0- 522	PCT 3 ROAD MAINTENANCE-	VEHICLE LIABILITY INSUR.	1,400.00
1-1200-431-00-123-005-0- 529	PCT 3 ROAD MAINTENANCE-	SURETY & NOTARY BONDS	7.40
1-1200-431-00-123-005-0- 531	PCT 3 ROAD MAINTENANCE-	TELEPHONE	403.54
1-1200-431-00-123-005-0- 532	PCT 3 ROAD MAINTENANCE-	WIRELESS DEVICES	200.00
1-1200-431-00-123-005-0- 535	PCT 3 ROAD MAINTENANCE-	POSTAGE	4.43
1-1200-431-00-123-005-0- 550	PCT 3 ROAD MAINTENANCE-	PRINTING & BINDING	8.85
1-1200-431-00-123-005-0- 583	PCT 3 ROAD MAINTENANCE-	TRAVEL OUT OF COUNTY	118.75
1-1200-431-00-123-005-0- 584	PCT 3 ROAD MAINTENANCE-	REGISTRATION FEES	350.00
1-1200-431-00-123-005-0- 601	PCT 3 ROAD MAINTENANCE-	OFFICE & COMPUTER SUPP	263.39
1-1200-431-00-123-005-0- 607	PCT 3 ROAD MAINTENANCE-	HSEHLD & JANITORIAL SUI	100.00
1-1200-431-00-123-005-0- 613	PCT 3 ROAD MAINTENANCE-	SAFETY SUPPLIES	50.00
1-1200-431-00-123-005-0- 626	PCT 3 ROAD MAINTENANCE-	GASOLINE/DIESEL	34.21
1-1200-431-00-123-005-0- 631	PCT 3 ROAD MAINTENANCE-	BOTTLED WATER	32.14
1-1200-431-00-123-005-0- 672	PCT 3 ROAD MAINTENANCE-	EQ&VEH R&M SUPPLIES	326.08
1-1200-431-00-123-005-0- 679	PCT 3 ROAD MAINTENANCE-	OTHER R&M SUPPLIES	300.00
1-1200-431-00-123-005-0- 780	PCT 3 ROAD MAINTENANCE-	CAPITAL LEASES	981.22
1-1200-431-00-123-005-0- 890	PCT 3 ROAD MAINTENANCE-	OTHER	180.00
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: To fund the prorated salaries and related fringe benefit expenditures for the transfer of two (2) Right Away Agents V to the Precinct 3 Road Maintenance Dept.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Form DBM-202

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: August 24, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COMM. PCT. NO. 4

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER		ACCOUNT NAME		Amount
FROM:				
1-1200-431-00-260-001-0-	113	ROW DEPARTMENT-	REG F/T EMPLOYEES	(43,315.96)
1-1200-431-00-260-001-0-	115	ROW DEPARTMENT-	LONGEVITY PAY	(200.25)
1-1200-431-00-260-001-0-	211	ROW DEPARTMENT-	HEALTH INSURANCE	(2,670.00)
1-1200-431-00-260-001-0-	212	ROW DEPARTMENT-	LIFE INSURANCE	(18.00)
1-1200-431-00-260-001-0-	220	ROW DEPARTMENT-	FICA	(3,327.81)
1-1200-431-00-260-001-0-	230	ROW DEPARTMENT-	RETIREMENT	(4,176.08)
1-1200-431-00-260-001-0-	250	ROW DEPARTMENT-	UNEMPLOYMT. COMP	(217.50)
1-1200-431-00-260-001-0-	346	ROW DEPARTMENT-	HAULING & FREIGHT SRV	(50.00)
1-1200-431-00-260-001-0-	432	ROW DEPARTMENT-	EQUIP&VEH R&M SRV	(238.23)
1-1200-431-00-260-001-0-	442	ROW DEPARTMENT-	EQUIP & VEHICLE RENTAL	(187.21)
1-1200-431-00-260-001-0-	522	ROW DEPARTMENT-	VEHICLE LIABILITY INSURANC	(1,400.00)
1-1200-431-00-260-001-0-	529	ROW DEPARTMENT-	SURETY & NOTARY BONDS	(7.40)
1-1200-431-00-260-001-0-	531	ROW DEPARTMENT-	TELEPHONE	(403.54)
1-1200-431-00-260-001-0-	532	ROW DEPARTMENT-	WIRELESS DEVICES	(200.00)
1-1200-431-00-260-001-0-	535	ROW DEPARTMENT-	POSTAGE	(4.43)
1-1200-431-00-260-001-0-	550	ROW DEPARTMENT-	PRINTING & BINDING	(8.85)
1-1200-431-00-260-001-0-	583	ROW DEPARTMENT-	TRAVEL OUT OF COUNTY	(118.75)
1-1200-431-00-260-001-0-	584	ROW DEPARTMENT-	REGISTRATION FEES	(350.00)
1-1200-431-00-260-001-0-	601	ROW DEPARTMENT-	OFFICE & COMPUTER SUPPLIES	(263.39)
1-1200-431-00-260-001-0-	607	ROW DEPARTMENT-	HSEHLD & JANITORIAL SUPPL	(100.00)
1-1200-431-00-260-001-0-	613	ROW DEPARTMENT-	SAFETY SUPPLIES	(50.00)
1-1200-431-00-260-001-0-	626	ROW DEPARTMENT-	GASOLINE/DIESEL	(34.21)
1-1200-431-00-260-001-0-	631	ROW DEPARTMENT-	BOTTLED WATER	(32.14)
1-1200-431-00-260-001-0-	672	ROW DEPARTMENT-	EQ&VEH R&M SUPPLIES	(326.08)
1-1200-431-00-260-001-0-	679	ROW DEPARTMENT-	OTHER R&M SUPPLIES	(300.00)
1-1200-431-00-260-001-0-	780	ROW DEPARTMENT-	CAPITAL LEASES	(981.22)
1-1200-431-00-260-001-0-	890	ROW DEPARTMENT-	OTHER	(180.00)

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: August 24, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COMM. PCT. NO. 4

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME		Amount
CONTINUED FROM PAGE 1.....			
TO:			
1- 1200-431-00-124-007-0- 113	PCT 4 ROAD MAINTENANCE-	REG F/T EMPLOYEES	43,315.96
1- 1200-431-00-124-007-0- 115	PCT 4 ROAD MAINTENANCE-	LONGEVITY PAY	200.25
1- 1200-431-00-124-007-0- 211	PCT 4 ROAD MAINTENANCE-	HEALTH INSURANCE	2,670.00
1- 1200-431-00-124-007-0- 212	PCT 4 ROAD MAINTENANCE-	LIFE INSURANCE	18.00
1- 1200-431-00-124-007-0- 220	PCT 4 ROAD MAINTENANCE-	FICA	3,327.81
1- 1200-431-00-124-007-0- 230	PCT 4 ROAD MAINTENANCE-	RETIREMENT	4,176.08
1- 1200-431-00-124-007-0- 250	PCT 4 ROAD MAINTENANCE-	UNEMPLOYMT. COMP	217.50
1- 1200-431-00-124-007-0- 346	PCT 4 ROAD MAINTENANCE-	HAULING & FREIGHT SRV	$50.00
1- 1200-431-00-124-007-0- 432	PCT 4 ROAD MAINTENANCE-	EQUIP&VEH R&M SRV	$238.23
1- 1200-431-00-124-007-0- 442	PCT 4 ROAD MAINTENANCE-	EQUIP & VEHICLE RENTAL	$187.21
1- 1200-431-00-124-007-0- 522	PCT 4 ROAD MAINTENANCE-	VEHICLE LIABILITY INSURANC	$1,400.00
1- 1200-431-00-124-007-0- 529	PCT 4 ROAD MAINTENANCE-	SURETY & NOTARY BONDS	$7.40
1- 1200-431-00-124-007-0- 531	PCT 4 ROAD MAINTENANCE-	TELEPHONE	$403.54
1- 1200-431-00-124-007-0- 532	PCT 4 ROAD MAINTENANCE-	WIRELESS DEVICES	$200.00
1- 1200-431-00-124-007-0- 535	PCT 4 ROAD MAINTENANCE-	POSTAGE	$4.43
1- 1200-431-00-124-007-0- 550	PCT 4 ROAD MAINTENANCE-	PRINTING & BINDING	$8.85
1- 1200-431-00-124-007-0- 583	PCT 4 ROAD MAINTENANCE-	TRAVEL OUT OF COUNTY	$118.75
1- 1200-431-00-124-007-0- 584	PCT 4 ROAD MAINTENANCE-	REGISTRATION FEES	$350.00
1- 1200-431-00-124-007-0- 601	PCT 4 ROAD MAINTENANCE-	OFFICE & COMPUTER SUPPLIES	$263.39
1- 1200-431-00-124-007-0- 607	PCT 4 ROAD MAINTENANCE-	HSEHLD & JANITORIAL SUPPL	$100.00
1- 1200-431-00-124-007-0- 613	PCT 4 ROAD MAINTENANCE-	SAFETY SUPPLIES	$50.00
1- 1200-431-00-124-007-0- 626	PCT 4 ROAD MAINTENANCE-	GASOLINE/DIESEL	$34.21
1- 1200-431-00-124-007-0- 631	PCT 4 ROAD MAINTENANCE-	BOTTLED WATER	$32.14
1- 1200-431-00-124-007-0- 672	PCT 4 ROAD MAINTENANCE-	EQ&VEH R&M SUPPLIES	$326.08
1- 1200-431-00-124-007-0- 679	PCT 4 ROAD MAINTENANCE-	OTHER R&M SUPPLIES	$300.00
1- 1200-431-00-124-007-0- 780	PCT 4 ROAD MAINTENANCE-	CAPITAL LEASES	$981.22
1- 1200-431-00-124-007-0- 890	PCT 4 ROAD MAINTENANCE-	OTHER	$180.00
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: To fund the prorated salaries and related fringe benefit expenditures for the transfer of two (2) Right Away Agents to the Precinct 4 Road Maintenance Dept.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

Form DBM-202

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1- 1200-431-00-260-001-0

ROW DEPT

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ROW DIRECTOR	0	0	$0.00	$87,360.00	$87,360.00	$660.00	$0.00	$0.00	$0.00	$0.00	$88,020.00
		TRANSFER TO PCT NO. 1 ↓											
~~0005~~	~~113~~	~~RIGHT OF WAY AGENT V~~	~~15~~	~~6~~	~~$64,066.00~~	~~$64,066.00~~	~~$64,066.00~~	~~$1,380.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$65,446.00~~
		TRANSFER TO PCT NO. 4 ↓											
~~0006~~	~~113~~	~~RIGHT OF WAY AGENT V~~	~~15~~	~~6~~	~~$64,066.00~~	~~$64,066.00~~	~~$64,066.00~~	~~$540.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$64,606.00~~
		TRANSFER TO PCT NO. 2 ↓											
~~0007~~	~~113~~	~~RIGHT OF WAY AGENT V~~	~~15~~	~~6~~	~~$64,066.00~~	~~$64,066.00~~	~~$64,066.00~~	~~$420.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$64,486.00~~
		TRANSFER TO PCT NO. 2 ↓											
~~0008~~	~~113~~	~~RIGHT OF WAY AGENT V~~	~~15~~	~~6~~	~~$64,066.00~~	~~$64,066.00~~	~~$64,066.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$64,066.00~~
		TRANSFER TO PCT NO. 4 ↓											
~~0009~~	~~113~~	~~RIGHT OF WAY AGENT V~~	~~15~~	~~5~~	~~$62,158.00~~	~~$62,158.00~~	~~$62,475.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$62,475.00~~
		TRANSFER TO PCT NO. 3 ↓											
~~0010~~	~~113~~	~~RIGHT OF WAY AGENT V~~	~~15~~	~~1~~	~~$54,526.00~~	~~$54,526.00~~	~~$54,526.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$54,526.00~~
		TRANSFER TO PCT NO. 1 ↓											
~~0011~~	~~113~~	~~RIGHT OF WAY AGENT V~~	~~15~~	~~5~~	~~$62,158.00~~	~~$62,158.00~~	~~$62,475.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$62,475.00~~
		DELETE ↓											
~~0012~~	~~113~~	~~EXECUTIVE ASSISTANT II~~	~~13~~	~~2~~	~~$48,383.00~~	~~$48,383.00~~	~~$48,383.00~~	~~$600.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$48,983.00~~
0013	113	ADMINISTRATIVE ASSISTANT III	8	4	$35,157.00	$35,157.00	$35,377.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,377.00
		TRANSFER TO PCT NO. 3 ↓											
~~0014~~	~~113~~	~~RIGHT OF WAY AGENT V~~	~~15~~	~~5~~	~~$62,158.00~~	~~$62,158.00~~	~~$62,475.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$62,475.00~~
		TOTAL			$35,157.00	$122,517.00	$122,737.00	$660.00	$0.00	$0.00	$0.00	$0.00	$123,397.00

Approval of position and employee transfers as detailed above (slots 5-11, and 014) ; Personnel action pending CC approval.
Approval to delete one (1) Executive Assistant position (slot 012); Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-121-005-0

PCT 1 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0012	113	SP/PROJ COORD				$39,322.00	$39,322.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,322.00
0019	113	TRCK DRIVER I				$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0020	113	HEAVY EQ OP III				$34,167.00	$34,167.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$35,607.00
0022	113	HEAVY EQ OP I				$34,167.00	$34,167.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$35,187.00
0023	113	MAINTENANCE III				$34,167.00	$34,167.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,527.00
0024	113	MAINTENANCE II				$34,167.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0025	113	MAINTENANCE III				$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0028	113	TRAFFIC CONTROL SPECIALIST I				$33,619.00	$33,619.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,619.00
0029	113	MECHANIC II				$32,578.00	$32,578.00	$480.00	$0.00	$0.00	$0.00	$0.00	$33,058.00
0030	113	HEAVY EQ OP II				$31,771.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	MAINTENANCE III				$31,190.00	$31,190.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,190.00
0036	113	HEAVY EQ OP II				$29,852.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0037	113	MAINTENANCE II				$29,852.00	$26,201.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,201.00
0038	113	HEAVY EQ OP II				$29,852.00	$29,852.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,852.00
0039	113	TRCK DRVER III				$29,031.00	$29,031.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,331.00
0041	113	TRCK DRVER III				$28,026.00	$28,026.00	$960.00	$0.00	$0.00	$0.00	$0.00	$28,986.00
0042	113	MAINTENANCE II				$27,562.00	$27,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,562.00
0043	113	TRCK DRVER III				$27,562.00	$27,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,562.00
0044	113	TRCK DRIVER I				$26,607.00	$26,607.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,607.00
0046	113	HEAVY EQ OP I				$26,334.00	$26,334.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,934.00
0048	113	TRCK DRVER III				$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0049	113	TRCK DRVER III				$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0053	113	MAINTENANCE I				$25,236.00	$21,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,635.00
0055	113	DATA ENTRY CLERK				$23,988.00	$23,988.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,988.00
0056	113	TRCK DRVER III				$23,985.00	$23,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,985.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-121-005-0

PCT 1 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0057	113	MAINTENANCE I				$23,635.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0058	113	MAINTENANCE I				$23,635.00	$23,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,635.00
0073	113	MAINTENANCE III				$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0074	113	TIRE REPAIR				$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0078	113	DIESEL MECHANIC				$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0080	113	MATERIAL MANAGEMENT MANAGER				$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,000.00
0085	113	EXECUTIVE ASST				$59,568.00	$59,568.00	$0.00	$0.00	$0.00	$5,000.00	$0.00	$64,568.00
0090	113	ADMINISTRATIVE ASSISTANT V	0	0	$0.00	$49,000.00	$49,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$49,540.00
0091	113	DIRECTOR OF ROAD & BRIDGE	0	0	$0.00	$70,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,000.00
0093	113	HEAVY EQ OP II	0	0	$0.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0095	113	MAINTENANCE III	0	0	$0.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0096	113	TRAFFIC SPECIALIST I	0	0	$0.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0097	113	TRAFFIC SPECIALIST I	0	0	$0.00	$20,049.00	$20,049.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,049.00
0099	113	CLERK I	0	0	$0.00	$21,164.00	$21,164.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,164.00
0100	113	CLERK III	0	0	$0.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0101	113	CREW LEADER II	0	0	$0.00	$42,000.00	$39,500.00	$540.00	$0.00	$0.00	$0.00	$0.00	$40,040.00
0102	113	SUPERVISOR	0	0	$0.00	$36,766.00	$36,766.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,766.00
0103	113	ASSET MANAGEMENT SUPERVISOR	0	0	$0.00	$52,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0104	113	SHOP FOREMAN	0	0	$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0105	113	VECTOR SPECIALIST	0	0	$0.00	$32,051.00	$32,051.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,051.00
0106	113	CREW LEADER II	0	0	$0.00	$41,578.00	$41,578.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$42,658.00
0107	113	SAFETY COORDINATOR	0	0	$0.00	$38,000.00	$38,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,000.00
0108	113	TRUCK DRIVER III	0	0	$0.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0109	113	HEAVY EQ OP III	0	0	$0.00	$29,458.00	$29,458.00	$360.00	$0.00	$0.00	$0.00	$0.00	$29,818.00
0110	113	TRUCK DRIVER III	0	0	$0.00	$30,489.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-121-005-0

PCT 1 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0111	113	CREW LEADER II	0	0	$0.00	$38,500.00	$38,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,500.00
0112	113	CREW LEADER II	0	0	$0.00	$38,500.00	$38,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,500.00
0113	113	CREW LEADER I	0	0	$0.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,520.00
0114	113	TRUCK DRIVER III	0	0	$0.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0115	113	MAINTENANCE III	0	0	$0.00	$38,000.00	$38,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$38,660.00
0116	113	ACCOUNTS PAYABLE SPECIALIST I	0	0	$0.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0117	113	MECHANIC II	0	0	$0.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0118	113	TRAFFIC CONTROL SUPERVISOR	0	0	$0.00	$37,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0119	113	TRUCK DRIVER II	0	0	$0.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0120	113	TRUCK DRIVER III	0	0	$0.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0121	113	TRUCK DRIVER II	0	0	$0.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TRANSFER FROM ROW DEPT											
0122	**113**	**RIGHT OF WAY AGENT V**	**0**	**0**	**$0.00**	**$64,066.00**	**$64,066.00**	**$1,380.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$65,446.00**
0123	**113**	**RIGHT OF WAY AGENT V**	**0**	**0**	**$0.00**	**$62,475.00**	**$62,475.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$62,475.00**
				TOTAL	$0.00	$2,110,682.00	$1,818,767.00	$9,720.00	$0.00	$0.00	$5,000.00	$0.00	$1,833,487.00

Approval of position and employee transfers as detailed above (slots 122 & 123) ; Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-122-006-0

PCT 2 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	FIELD OPERATIONS DIRECTOR				$67,158.00	$67,158.00	$660.00	$0.00	$0.00	$0.00	$0.00	$67,818.00
0006	113	SAFETY COORDIN				$42,710.00	$42,710.00	$660.00	$0.00	$0.00	$0.00	$0.00	$43,370.00
0009	113	ASST FIELD/OP DIR				$39,578.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	HEAVY EQ OP III				$35,548.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	HEAVY EQ OP III				$34,670.00	$30,208.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,208.00
0012	113	HEAVY EQ OP III				$34,670.00	$34,670.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$35,870.00
0013	113	HEAVY EQ OP III				$34,670.00	$34,670.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$35,870.00
0014	113	MECHANIC III				$34,743.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	HEAVY EQUIPMENT OPERATOR II				$30,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	MECHANIC II				$30,195.00	$30,195.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,975.00
0019	113	FOREMAN				$37,800.00	$37,800.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,220.00
0022	113	TRUCK DRIVER III				$28,813.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	TRCK DRVER III				$28,535.00	$28,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,535.00
0024	113	TRCK DRVER III				$28,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	HEAVY EQUIPMENT OPERATOR II				$28,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0026	113	TRCK DRIVER I				$27,572.00	$25,647.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$26,787.00
0027	113	TRCK DRIVER II				$27,136.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0028	113	TRCK DRIVER II				$27,016.00	$27,016.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$28,096.00
0029	113	TRCK DRIVER II				$27,016.00	$27,016.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,616.00
0030	113	TRF SA/SPC III				$26,991.00	$26,991.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,531.00
0031	113	HEAVY EQUIPMENT OPERATOR II				$26,828.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	TRCK DRIVER II				$26,790.00	$26,790.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$28,110.00
0033	113	MAINTENANCE I				$26,265.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,800.00
0034	113	TRCK DRIVER II				$26,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	MAINTENANCE II				$25,204.00	$22,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,800.00
0036	113	MAINTENANCE II				$24,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-122-006-0

PCT 2 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0037	113	TRF SA/SPC I				$24,355.00	$24,355.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,355.00
0038	113	MAINTENANCE I				$23,753.00	$23,753.00	$660.00	$0.00	$0.00	$0.00	$0.00	$24,413.00
0039	113	MAINTENANCE I				$23,753.00	$23,753.00	$600.00	$0.00	$0.00	$0.00	$0.00	$24,353.00
0040	113	MAINTENANCE I				$23,338.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0041	113	MAINTENANCE I				$22,984.00	$22,984.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,984.00
0042	113	MAINTENANCE I				$22,984.00	$22,345.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,825.00
0043	113	MAINTENANCE I				$22,703.00	$17,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,680.00
0044	113	TRAF SA/SP I				$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0045	113	TRAFFIC SAFETY SPECIALIST I				$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0056	113	TIRE REPAIR				$23,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	MECHANIC II				$28,500.00	$28,500.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,920.00
0062	113	HEAVY EQUIPMENT OPERATOR III				$34,670.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0063	113	HEAVY EQUIPMENT OPERATOR II				$26,828.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0064	113	HEAVY EQUIPMENT OPERATOR I				$24,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0065	113	HEAVY EQUIPMENT OPERATOR I				$24,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0066	113	HEAVY EQUIPMENT OPERATOR I				$24,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0067	113	HEAVY EQUIPMENT OPERATOR I				$24,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0068	113	MECHANIC I				$28,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0069	113	TRUCK DRIVER II				$26,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	TRUCK DRIVER II				$26,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0071	113	MAINTENANCE I				$22,703.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0072	113	MAINTENANCE I				$22,703.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0073	113	MAINTENANCE I				$22,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	MAINTENANCE I				$22,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	SURVEYOR TECHNICIAN				$36,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0076	113	SURVEYOR TECHNICIAN				$36,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-122-006-0

PCT 2 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0077	113	HEAVY EQUIPMENT OPERATOR III				$34,670.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
A078	113	ENGINEERING TECHNICIAN II	7	5	$33,582.00	$0.00	$0.00	$0.00	$0.00	$6,000.00	$0.00	$0.00	$6,000.00
		TRANSFER FROM ROW DEPT ↓											
0079	**113**	**RIGHT OF WAY AGENT V**	**0**	**0**	**0**	**$64,066.00**	**$64,066.00**	**$420.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$64,486.00**
0080	**113**	**RIGHT OF WAY AGENT V**	**0**	**0**	**0**	**$64,066.00**	**$64,066.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$64,066.00**
				TOTAL	$33,582.00	$1,655,652.00	$878,545.00	$12,180.00	$0.00	$6,000.00	$0.00	$0.00	$896,725.00

Approval of position and employee transfers as detailed above (slots 079 & 080) ; Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMIN				$84,357.00	$84,357.00	$420.00	$0.00	$0.00	$0.00	$0.00	$84,777.00
0002	113	COORDINATOR				$80,982.00	$80,982.00	$1,324.79	$0.00	$0.00	$0.00	$0.00	$82,306.79
0003	113	EXECUTIVE ASST				$62,986.00	$62,986.00	$612.95	$0.00	$0.00	$0.00	$0.00	$63,598.95
0004	113	FIELD OPERATIONS DIRECTOR				$60,737.00	$60,737.00	$960.00	$0.00	$0.00	$0.00	$0.00	$61,697.00
0005	113	ASST FIELD/OP DIR				$54,600.00	$54,600.00	$485.87	$0.00	$0.00	$0.00	$0.00	$55,085.87
0006	113	ASST FIELD/OP DIR				$51,739.00	$51,739.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51,739.00
0007	113	ADMIN AIDE				$45,443.00	$45,443.00	$420.00	$0.00	$0.00	$0.00	$0.00	$45,863.00
0008	113	PAVING SUPVSR				$43,363.00	$43,363.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,903.00
0009	113	COMM LIAISON				$41,081.00	$41,081.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,081.00
0010	113	MECHANIC III				$42,000.00	$42,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$42,660.00
0011	113	MAINTENANCE III				$37,800.00	$37,800.00	$540.00	$0.00	$0.00	$0.00	$0.00	$38,340.00
0013	113	HEAVY EQ OP III				$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0014	113	HEAVY EQ OP III				$33,600.00	$33,600.00	$900.00	$0.00	$0.00	$0.00	$0.00	$34,500.00
0015	113	HEAVY EQ OP III				$33,600.00	$33,600.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$34,860.00
0016	113	HEAVY EQ OP II				$33,600.00	$33,600.00	$780.00	$0.00	$0.00	$0.00	$0.00	$34,380.00
0017	113	HEAVY EQ OP II				$33,600.00	$33,600.00	$420.00	$0.00	$0.00	$0.00	$0.00	$34,020.00
0018	113	HEAVY EQ OP II				$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0019	113	HEAVY EQ OP II				$33,600.00	$33,600.00	$960.00	$0.00	$0.00	$0.00	$0.00	$34,560.00
0020	113	HEAVY EQ OP II				$33,600.00	$33,600.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,200.00
0022	113	HEAVY EQ OP III				$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0023	113	TRCK DRIVER II				$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0024	113	SUPERVISOR				$35,700.00	$35,700.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,240.00
0025	113	HEAVY EQ OP III				$29,852.00	$29,852.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,632.00
0026	113	TRCK DRIVER II				$32,000.00	$32,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,720.00
0027	113	TRCK DRIVER II				$32,000.00	$32,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$32,420.00
0029	113	OFFICE CLERK				$29,040.00	$29,040.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,040.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0030	113	MECHANIC II				$28,796.00	$28,796.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,796.00
0031	113	INVOICE CLERK				$28,484.00	$28,484.00	$331.03	$0.00	$0.00	$0.00	$0.00	$28,815.03
0032	113	TRCK DRIVER II				$32,000.00	$32,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,360.00
0033	113	TRCK DRVER III				$32,000.00	$32,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,300.00
0034	113	TRCK DRIVER II				$32,000.00	$32,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$32,660.00
0035	113	TRCK DRIVER II				$32,000.00	$32,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$32,660.00
0036	113	TRCK DRVER III				$32,000.00	$32,000.00	$900.00	$0.00	$0.00	$0.00	$0.00	$32,900.00
0037	113	MAINTENANCE II				$28,366.00	$28,366.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,366.00
0038	113	MAINTENANCE II				$28,186.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0039	113	TRCK DRIVER I				$33,600.00	$33,600.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,260.00
0040	113	MAINTENANCE I				$30,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0041	113	TRF SA/SPC II				$28,116.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	MAINTENANCE I				$28,000.00	$28,000.00	$780.00	$0.00	$0.00	$0.00	$0.00	$28,780.00
0043	113	HEAVY EQ OP III				$28,000.00	$28,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$28,660.00
0044	113	TRCK DRIVER I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0045	113	TRCK DRIVER I				$32,000.00	$32,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,360.00
0046	113	MAINTENANCE III				$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0047	113	TRCK DRIVER II				$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0049	113	TRF SA/SPC II				$28,000.00	$28,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,420.00
0050	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0051	113	MAINTENANCE I				$28,000.00	$28,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,480.00
0052	113	MAINTENANCE III				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0053	113	CUSTODIAN				$28,000.00	$28,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,540.00
0054	113	HEAVY EQ OP II				$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0055	113	MAINTENANCE I				$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0056	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0057	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0058	113	MAINTENANCE I				$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0059	113	MAINTENANCE I				$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0060	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0061	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0062	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0063	113	TIRE REPAIR				$30,000.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,000.00
0067	113	WELDER				$32,760.00	$32,760.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,760.00
T070	121	OFFICE CLERK				$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
T071	121	OFFICE CLERK				$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
0072	113	HEAVY EQ OP III				$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0074	113	HEAVY EQ OP III				$28,000.00	$28,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$28,720.00
0075	113	HEAVY EQ OP III				$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0076	113	TRCK DRVER III				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0077	113	HUMAN RESOURCES COORDINATOR II	0	0	$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0078	113	MAINTENANCE II	0	0	$0.00	$32,000.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0079	113	ASSISTANT FIELD OPERATIONS DIRECTOR	0	0	$0.00	$51,739.00	$51,739.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51,739.00
0080	113	HEAVY EQ OP I	0	0	$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0081	113	HEAVY EQ OP I	0	0	$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TRANSFER FROM ROW											
0082	**113**	**RIGHT OF WAY AGENT V**	**0**	**0**	**$0.00**	**$54,526.00**	**$54,526.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$54,526.00**
0083	**113**	**RIGHT OF WAY AGENT V**	**0**	**0**	**$0.00**	**$62,475.00**	**$62,475.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$62,475.00**
				TOTAL	$0.00	$2,553,768.00	$2,467,281.00	$22,674.64	$0.00	$0.00	$0.00	$0.00	$2,489,955.64

Approval of position and employee transfers as detailed above (slots 082 & 083) ; Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1200-431-00-124-007-0

AI - 28214

PCT 4 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASSISTANT IV	17	7	$76,955.00	$76,955.00	$76,955.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$78,695.00
0002	113	FIXED ASSET MANAGER	15	0	$51,800.00	$48,106.00	$48,106.00	$668.65	$0.00	$4,000.00	$0.00	$0.00	$52,774.65
0003	113	SP/PROJ COORD				$47,592.00	$47,592.00	$1,135.78	$0.00	$0.00	$0.00	$0.00	$48,727.78
0004	113	ACCOUNTS PAYABLE SPECIALIST III				$42,428.00	$42,428.00	$1,448.72	$0.00	$2,500.00	$0.00	$0.00	$46,376.72
0006	113	CHIEF ADMIN				$37,500.00	$37,500.00	$0.00	$0.00	$0.00	$5,000.00	$0.00	$42,500.00
0007	113	HEAVY EQ OP III				$42,588.00	$42,588.00	$600.00	$0.00	$0.00	$0.00	$0.00	$43,188.00
0008	113	HEAVY EQ OP III				$37,659.00	$37,659.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$38,679.00
0009	113	MECHANIC III				$34,433.00	$34,433.00	$660.00	$0.00	$0.00	$0.00	$0.00	$35,093.00
0010	113	HEAVY EQ OP II				$32,837.00	$32,837.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$34,337.00
0012	113	TRCK DRVER III				$29,615.00	$29,615.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,915.00
0013	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0014	113	TRCK DRVER III				$29,615.00	$29,615.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$30,695.00
0015	113	CLERK/RECEPTIONIST				$29,242.00	$29,242.00	$480.00	$0.00	$1,500.00	$0.00	$0.00	$31,222.00
0016	113	TRCK DRIVER II				$28,812.00	$28,812.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,112.00
0017	113	TRF SA/SPC III				$28,771.00	$28,771.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,771.00
0018	113	TRCK DRVER III				$28,529.00	$28,529.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,529.00
0019	113	HEAVY EQ OP I				$28,487.00	$28,487.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,087.00
0020	113	HEAVY EQ OP II				$28,398.00	$28,398.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,998.00
0021	113	TRCK DRVER III				$28,320.00	$28,320.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,860.00
0022	113	HEAVY EQ OP II				$28,140.00	$28,140.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,160.00
0023	113	HEAVY EQ OP II				$27,706.00	$27,706.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,306.00
0024	113	HEAVY EQ OP II				$30,294.00	$30,294.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,294.00
0025	113	MAINTENANCE III				$27,706.00	$27,706.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,706.00
0026	113	MECHANIC I				$27,706.00	$27,706.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,706.00
0027	113	TIRE REPAIR				$27,706.00	$27,706.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,006.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1200-431-00-124-007-0

PCT 4 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0028	113	HEAVY EQ OP II				$27,413.00	$27,413.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$28,553.00
0030	113	HEAVY EQ OP II				$25,647.00	$25,647.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,127.00
0031	113	MAINTENANCE II				$25,556.00	$25,556.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,156.00
0032	113	HEAVY EQ OP II				$24,829.00	$24,829.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,429.00
0034	113	HEAVY EQ OP I				$24,829.00	$24,829.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,829.00
0035	113	HEAVY EQ OP II				$23,808.00	$23,808.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,808.00
0036	113	HEAVY EQ OP II				$26,308.00	$26,308.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,308.00
0037	113	MAINTENANCE I				$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0038	113	MAINTENANCE I				$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0039	113	MAINTENANCE II				$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0040	113	MAINTENANCE II				$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,845.00
0041	113	MAINTENANCE II				$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,845.00
0042	113	HEAVY EQUIPMENT OPERATOR I				$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0043	113	MAINTENANCE I				$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,845.00
0044	113	MAINTENANCE I				$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0045	113	HEAVY EQ OP II				$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0046	113	HEAVY EQ OP I				$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0047	113	HEAVY EQ OP II				$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0048	113	TRF SA/SPC II				$25,741.00	$25,741.00	$960.00	$0.00	$0.00	$0.00	$0.00	$26,701.00
0049	113	TRAFFIC SAFETY SPECIALIST II/MAINTENANCE				$25,741.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0050	113	CUSTODIAN	0	0	$0.00	$23,030.00	$21,028.80	$0.00	$0.00	$0.00	$0.00	$0.00	$21,028.80
0051	113	HEAVY EQUIPMENT OPERATOR II				$27,329.00	$27,329.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,329.00
0054	113	DIESEL MECHANIC				$42,000.00	$42,000.00	$840.00	$0.00	$0.00	$0.00	$0.00	$42,840.00
0055	113	ACCOUNTS PAYABLE SPECIALIST I				$28,000.00	$28,000.00	$900.00	$0.00	$0.00	$0.00	$0.00	$28,900.00
0056	113	ACCOUNTS PAYABLE SPECIALIST I				$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1200-431-00-124-007-0

PCT 4 ROAD MAINTENANCE

AI - 28214

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0058	113	MECHANIC II	0	0	$0.00	$31,070.00	$31,070.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,070.00
0059	113	GENERAL OPERATIONS MANAGER	0	0	$0.00	$84,357.00	$84,357.00	$420.00	$0.00	$0.00	$0.00	$0.00	$84,777.00
0060	113	TECHNICIAN III				$36,271.00	$36,271.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,271.00
0061	113	DIRECTOR OF ROAD AND BRIDGE	0	0	$0.00	$65,000.00	$65,000.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$66,260.00
0062	113	FIELD OPERATIONS DIRECTOR II	17	4	$70,277.00	$70,277.00	$70,277.00	$0.00	$0.00	$8,723.00	$0.00	$0.00	$79,000.00
0063	113	ASSISTANT FIELD OPERATIONS DIRECTOR	0			$65,974.00	$65,974.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$67,594.00
0064	113	ADMINISTRATIVE ASSISTANT IV	0			$58,434.00	$58,434.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,434.00
0065	113	HEAVY EQUIPMENT OPERATOR II	0	0	$0.00	$31,500.00	$31,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,500.00
0066	113	HEAVY EQUIPMENT OPERATOR II	0	0	$0.00	$31,500.00	$31,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,500.00
		TRANSFER FROM ROW DEPT											
0067	**113**	**RIGHT OF WAY AGENT V**	**0**	**0**	**$0.00**	**$64,066.00**	**$64,066.00**	**$540.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$64,606.00**
0068	**113**	**RIGHT OF WAY AGENT V**	**0**	**0**	**$0.00**	**$62,475.00**	**$62,475.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$62,475.00**
				TOTAL	$199,032.00	$2,090,486.00	$2,018,053.80	$23,953.15	$0.00	$16,723.00	$5,000.00	$0.00	$2,063,729.95

Approval of position and employee transfers as detailed above (slots 067 & 068) ; Personnel action pending CC approval.

AI-28276 **6. E.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Texas AgriLife Extension:
Requesting approval/permission to allow five (5) employees (Extension Agents) to travel to Kingsville, Texas for the District 12 Program Planning Workshop on 9/20-9/21/11

2. Veterans Services:
Requesting approval/permission to allow two (2) employees (VSO and Asst.) to travel to Houston, Texas for the 64th Annual Statewide Training Conference on 9/12-9/15/11 (Texas Veterans Commission paying for lodging and meals)

BACKGROUND

Attachments

travels

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 09:37 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Monica Badillo Started On: 08/25/2011 09:11 AM

Final Approval Date: 08/25/2011

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/15/11
TOTAL NUMBER OF EMPLOYEES TRAVELING: 6

DEPARTMENT NAME: APPLICATION FOR OFFICIAL TRAVEL
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Barbara Storz, CEA-Horticulture, Brad Cowan, CEA-Ag, Nora N. Garza, CEA-Family Resources, Adelita F. Munoz, CEA-FCS and Alonso Lopez, 4-H Outreach Coord.

EVENT INFORMATION

TITLE OF EVENT: District 12 Program Planning Workshop
EVENT DATE(S) FROM: 09/20/11 TO: 09/21/11
DEPARTURE DATE: 09/20/11 RETURN DATE: 09/21/11
LOCATION OF EVENT: CITY: Kingsville STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- ___ To obtain statutorily required continuing professional education.
- ✓ To obtain continuing education related to an employee's work or maintenance of a license or certification.
- ___ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- ___ To participate in professional organizations related to the employee or official's job assignment.
- ___ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- ___ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- ___ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- ___ To pursue the County's interests in litigation or criminal justice.
- ✓ To promote the economic development interests of the County.
- ___ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$300.00	
Subtotal for Object Code 584	$ 300.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$360.00	
11. MEALS	$210.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 560.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 860.00	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

- AIRFARE* ___
- BUS** ___
- Rental Car** ___
- County Vehicle** ___
- Private Vehicle** ___
- OTHER** (Specify) ___

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- X Trip expenses are necessary and will be incurred for official county business.
- X Reasonable efforts to minimize the use of county funds have been explored.
- X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- ___ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Storz	8/10/11	NoraLindaCruz	3837026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

___ TRAVEL IS **APPROVED** for the individuals listed below:

___ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
[illegible]	8-19-11		
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	**DATE:**	**SIGNATURE OF DBM DEPARTMENT HEAD:**	
Sergio Cruz	8-19-11		

COUNTY AUDITOR'S FORM T 1 1 (01/10)

Rcvd 8/18/11 MB

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/18/11
TOTAL NUMBER OF EMPLOYEES TRAVELING: 2+A8
DEPARTMENT NAME: VETERANS SERVICES
NAME & TITLE OF EMPLOYEE(S) TRAVELING: EMILIO DE LOS SANTOS, FELIX RODRIGUEZ

EVENT INFORMATION

TITLE OF EVENT: 64TH ANNUAL STATEWIDE TRAINING CONFERENCE
EVENT DATE(S) FROM: 09/12/11 TO: 09/15/11
DEPARTURE DATE: 09/11/11 (AM) RETURN DATE: 09/15/11
LOCATION OF EVENT: CITY: HOUSTON STATE: TEXAS

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- X To obtain statutorily required continuing professional education.
- X To obtain continuing education related to an employee's work or maintenance of a license or certification.
- To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- To participate in professional organizations related to the employee or official's job assignment.
- To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- To pursue the County's interests in litigation or criminal justice.
- To promote the economic development interests of the County.
- To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

To maintain certification in order to reamin a County Veteran Service Officer

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ -	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ 383.29	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ -	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 383.29	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 383.29	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	
Private Vehicle**	X
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

TVC will be paying for lodging and meals.

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- X Trip expenses are necessary and will be incurred for official county business.
- X Reasonable efforts to minimize the use of county funds have been explored.
- X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	8/18/2011	V. RICO	8-4976

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

COUNTY AUDITOR'S FORM T 1.1 (01/10)

ACCT # 1-1100-444-00-370-001-0-583

HIDALGO COUNTY BUDGET OFFICE
11 AUG 18 AM 8:20

AI-28280 **6. F.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Approval of Final Acceptance documents from Thyssenkrupp Elevator for elevators at Old Adm. Bldg. (PO #631030) with authority for Executive Officer to sign documents

BACKGROUND

Attachments

elevators

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 10:10 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Monica Badillo Started On: 08/25/2011 09:56 AM

Final Approval Date: 08/25/2011

24 August 2011

To: Monica Badillo
Fr: Rick Sunday

Re: Final Acceptance of Elevators at the Old Admin. Bldg. (PO# 631030)

All of the elevators have been completed long ago at the Old Admin. Bldg. and turned over to us with all close out documents. All invoices have already been paid.

Attached are the "Final Acceptance" documents pertaining to such which need to be approved at CC. Although I did not sign them, which I believe must be done at CC, please accept this memo as my acceptance of the elevators to the extent that everything has been done to fulfill the PO and the elevators are working just fine.

Thank you.

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 8/24/11 BY:

FINAL ACCEPTANCE

DATE 8/12/11

TO: THYSSENKRUPP ELEVATOR

BUILDING NAME Hidalgo CNty

STREET ADDRESS 100 East CANO

CITY, STATE, ZIP Edinburg TX 78539

BUILDING ELEVATOR ID NO.	THYSSENKRUPP ELEVATOR CONSTRUCTION CONTRACT NO.	THYSSENKRUPP FACTORY SERIAL NO.	# OF KEYS	KEY(S) RECEIVED KEY AND KEY NUMBER
077 FAJ 794		FAJ 794	2	Independent Service L 203
			2	Fan/Light L 203
			2	Fire Service FEOK 1
				Hoistway Door
			2	Other: Run/Stop: L 205

Gentlemen:

We have examined the above listed elevator(s) furnished and completed by you in the above building under the terms of a contract between us dated _____. The equipment as installed appears to be satisfactory and in accordance with the contract and we hereby accept it under the terms and guarantees of said contract, and acknowledge receipt of all keys as shown above.

ACCEPTED BY:

Owner / Arch. _____ (Type or Print)

By _____ (Type or Print)

_____ (Signature of Authorized Official)

Title _____ (Type or Print)

Date _____

ThyssenKrupp Representative _____

Purchaser _____ (Type or Print)

By _____ (Type or Print)

_____ (Signature of Authorized Official)

Title _____ (Type or Print)

Date _____

DO NOT WRITE BELOW THIS LINE.

ThyssenKrupp Elevator

BILLING COPY

FINAL ACCEPTANCE

DATE 5/25/11

TO: THYSSENKRUPP ELEVATOR

BUILDING NAME Hidalgo CNTY

STREET ADDRESS 100 East Cano

CITY, STATE, ZIP Edinburg TX 78539

BUILDING ELEVATOR ID NO.	THYSSENKRUPP ELEVATOR CONSTRUCTION CONTRACT NO.	THYSSENKRUPP FACTORY SERIAL NO.	# OF KEYS	KEY(S) RECEIVED KEY AND KEY NUMBER
077FAJ793		FAJ793	2	Independent Service L203
			2	Fan/LIGHT L203
			2	Fire Service FEOK1
				Hoistway Door
			2	Other: RUN/STOP: L205

Gentlemen:

We have examined the above listed elevator(s) furnished and completed by you in the above building under the terms of a contract between us dated _____. The equipment as installed appears to be satisfactory and in accordance with the contract and we hereby accept it under the terms and guarantees of said contract, and acknowledge receipt of all keys as shown above.

ACCEPTED BY:

Owner / Arch. _____ (Type or Print)

By _____ (Type or Print)

_____ (Signature of Authorized Official)

Title _____ (Type or Print)

Date _____

ThyssenKrupp Representative _____

Purchaser _____ (Type or Print)

By _____ (Type or Print)

_____ (Signature of Authorized Official)

Title _____ (Type or Print)

Date _____

DO NOT WRITE BELOW THIS LINE.

ThyssenKrupp Elevator

BILLING COPY

FINAL ACCEPTANCE

DATE 1/12/11

TO: THYSSENKRUPP ELEVATOR

BUILDING NAME Hidalgo Cnty Admin

STREET ADDRESS 100 EAST CANO

CITY, STATE, ZIP Edinburg TX. 78539

BUILDING ELEVATOR ID NO.	THYSSENKRUPP ELEVATOR CONSTRUCTION CONTRACT NO.	THYSSENKRUPP FACTORY SERIAL NO.	# OF KEYS	KEY(S) RECEIVED KEY AND KEY NUMBER
077FAJ792		FAJ792	2	Independent Service L203
			2	Fan/Light L203
			2	Fire Service FEOK1
				Hoistway Door
			2	Other: Run/Stop/L205

Gentlemen:

We have examined the above listed elevator(s) furnished and completed by you in the above building under the terms of a contract between us dated _____. The equipment as installed appears to be satisfactory and in accordance with the contract and we hereby accept it under the terms and guarantees of said contract, and acknowledge receipt of all keys as shown above.

ACCEPTED BY:

Owner / Arch. _____ (Type or Print)

By _____ (Type or Print)

_____ (Signature of Authorized Official)

Title _____ (Type or Print)

Date _____

ThyssenKrupp Representative _____

Purchaser _____ (Type or Print)

By _____ (Type or Print)

_____ (Signature of Authorized Official)

Title _____ (Type or Print)

Date _____

DO NOT WRITE BELOW THIS LINE.

ThyssenKrupp Elevator

BILLING COPY

FINAL ACCEPTANCE

DATE 9-22-10

TO: THYSSENKRUPP ELEVATOR

BUILDING NAME Hidalgo Cnty Admin

STREET ADDRESS 100 E Cano

CITY, STATE, ZIP Edinburg TX 78539

BUILDING ELEVATOR ID NO.	THYSSENKRUPP ELEVATOR CONSTRUCTION CONTRACT NO.	THYSSENKRUPP FACTORY SERIAL NO.	# OF KEYS	KEY(S) RECEIVED KEY AND KEY NUMBER
DM FAJ791		FAJ791	2	Independent Service L203
			2	Fan/Light L203
			2	Fire Service FEOK1
				Hoistway Door
			2	Other: Run/Stop: L205

Gentlemen:

We have examined the above listed elevator(s) furnished and completed by you in the above building under the terms of a contract between us dated _____. The equipment as installed appears to be satisfactory and in accordance with the contract and we hereby accept it under the terms and guarantees of said contract, and acknowledge receipt of all keys as shown above.

ACCEPTED BY:

Owner / Arch. _____ (Type or Print)

By _____ (Type or Print)

_____ (Signature of Authorized Official)

Title _____ (Type or Print)

Date _____

ThyssenKrupp Representative _____

Purchaser _____ (Type or Print)

By _____ (Type or Print)

_____ (Signature of Authorized Official)

Title _____ (Type or Print)

Date _____

DO NOT WRITE BELOW THIS LINE.

ThyssenKrupp Elevator

BILLING COPY

AI-28179 **6. G.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Dept.:
Requesting Travel Approval for employee # 137782 and #058726 from 11/15/11 to 11/17/11 to attend the annual Texas Indigent Health Care Association (TIHCA) Conference in Austin, Texas. All travel documentation is attached.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-444-00-240-001-0-583/584

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

BUDGETARY IMPACT:

Available balance as of 8-24-11:
Object code 583 $648.50 (pending LIT AI#28236 8-30-11)
Object code 584 $500.00

Attachments

travel request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/19/2011 02:23 PM
Manuel Chapa	Manuel Chapa	08/24/2011 03:13 PM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Dairen Sarmiento Started On: 08/19/2011 02:07 PM

Final Approval Date: 08/25/2011

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/05/11

DEPARTMENT NAME: Health and Human Services

TOTAL NUMBER OF EMPLOYEES TRAVELING: 2

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Dairen Sarmiento, Director; Maria de Lourdes Acevedo, Coordinator

EVENT INFORMATION

TITLE OF EVENT:	TIHCA 2011 Conference		
EVENT DATE(S) FROM:	11/15/11	TO:	11/17/11
DEPARTURE DATE:	11/15/11	RETURN DATE:	11/17/11
LOCATION OF EVENT: CITY:	Austin	STATE:	TX

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- ____ To obtain statutorily required continuing professional education.
- ____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
- ____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- x To participate in professional organizations related to the employee or official's job assignment.
- ____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- ____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- ____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- ____ To pursue the County's interests in litigation or criminal justice.
- ____ To promote the economic development interests of the County.
- ____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

The employees will be able to acquire knowledge about county indigent programs throughout the State in order to provide more efficient and effective assistance to the citizens of Hidalgo County.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 210.00	
Subtotal for Object Code 584	$ 210.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 529.00	
11. MEALS	$ 234.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 763.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 973.00	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)	
AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	x
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- x Trip expenses are necessary and will be incurred for official county business.
- x Reasonable efforts to minimize the use of county funds have been explored.
- x Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- ____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Dairen Sarmiento	8/19/11	Dairen Sarmiento	318-2011

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

____ TRAVEL IS **APPROVED** for the individuals listed below:

____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

COUNTY AUDITOR'S FORM T.1.1 (01/10)

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT:	Hidalgo County Health and Human Services	If, applicable, was travel approved by Co. Exec. Officer?	
DEPARTURE DATE:	10/12/2010	RETURN DATE:	10/15/2010
TO CITY:	Austin	STATE:	TX
NAME OF EMPLOYEES ATTENDING SEMINAR:	Dairen Sarmiento, Maria DeLourdes Acevedo		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	2		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
The employees will be able to acquire knowledge about county indigent programs throughout the State in order to provide more efficient and effective assistance to the citizens of Hidalgo County.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	2011 TIHCA Conference		
SPONSORED BY:	TIHCA		
REGISTRATION CHECK PAYABLE TO:	Texas Conference of Urban Counties		
REGISTRATION ADDRESS:	500 W. 13th Street	SEMINAR START DATE:	11/15/2011
	Austin, TX 78701	SEMINAR END DATE:	11/17/2011
		PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ 105.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	2
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:	1-1100-444-00-240-001-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	2

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . . A.	$	210.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	210.00
TOTAL 2ND PAGE (B + C + D):	$	529.00
GRAND TOTAL (A + B + C + D)	$	739.00

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
Dairen Sarmiento	Dairen Sarmiento	318-2011

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Dairen Sarmiento	Dairen Sarmiento	058726
Maria de Lourdes M Acevedo		137782

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Hidalgo County Health and Human Services

DEPARTURE DATE: 10/12/2010 RETURN DATE: 10/15/2010

TO CITY: Austin STATE: TX

NAME OF EMPLOYEES ATTENDING SEMINAR: Dairen Sarmiento, Maria DeLourdes Acevedo

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 2

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: Southpark Omni Hotel HOTEL PHONE NO: 512-448-2222

ADDRESS OF HOTEL: 4140 Governor's Row CONFIRMATION N0.(s): 40006678364

Austin, TX 40006678363

ROOM RATE: $ 115.00 PURCHASE ORDER NO.

NUMBER OF NIGHTS: 2 GENERAL LEDGER ACCT NO: 1-1100-444-00-240-001-0-583

ROOM RATE: $ 115.00 TOTAL NO. OF ROOMS: 2

NUMBER OF NIGHTS: 2

ROOM RATE: HOTEL TAX RATE: 15.00%

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 529.00

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO

IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

Note: Coordination of travel is required for every group of 4 or less

PHONE NUMBER OF CAR RENTAL COMPANY:

VEHICLE NO. 1 TYPE: VEHICLE NO. 2 TYPE:

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING: VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ -

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBEI P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ -

SUBTOTAL (B+C+D) $ 529.00

COUNTY AUDITOR'S FORM T.1.2 (01/10)

TIHCA 2011 Annual Conference November 15-17, 2011

Please print or type. Reproduce for additional enrollments.

Name Dairen Sarmiento

Nickname for badge Dairen

County/HD/PH/Firm Hidalgo County Title Director

Address 1304 S. 25th Avenue

City Edinburg State TX Zip 78542

Phone 956-318-2011 Fax 956-318-2019

Email dairen.sarmiento@hchd.org

Number of Years with IHC 4

Registration Fees	Early	After October 15
☐ Charter Member	$90	$120
■ General Member	$105	$135
☐ Non Member	$120	$150

Cancellations received *in writing* at the TIHCA office by October 24, 2011 will receive a refund- minus a 25% handling fee. No refunds will be given after October 24, 2011.

Please either call the hotel directly at 1-800-THE-OMNI or 1-512-448-2222 and refer to TIHCA 2011 Conference to reserve your room. The negotiated rate of $115 a night will be honored until October 15, 2011.

Please make checks payable to:
Texas Conference of Urban Counties
500 W 13th Street, Austin, TX 78701

512.476.6174 512.476.5122F tihca@cuc.org www.tihca.org

fees will be paid @ conference

TIHCA 2011 Annual Conference November 15-17, 2011

Please print or type. Reproduce for additional enrollments.

Name Maria de Lourdes Acevedo

Nickname for badge Lulu

County/HD/PH/Firm Hidalgo County Title Coordinator

Address 1304 S. 25th Avenue

City Edinburg State TX Zip 78542

Phone 956-318-2011 Fax 956-318-2019

Email lourdes.acevedo@hchd.org

Number of Years with IHC 6

Registration Fees	Early	After October 15
☐ Charter Member	$90	$120
■ General Member	$105	$135
☐ Non Member	$120	$150

Cancellations received *in writing* at the TIHCA office by October 24, 2011 will receive a refund- minus a 25% handling fee. No refunds will be given after October 24, 2011.

Please either call the hotel directly at 1-800-THE-OMNI or 1-512-448-2222 and refer to TIHCA 2011 Conference to reserve your room. The negotiated rate of $115 a night will be honored until October 15, 2011.

Please make checks payable to:
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500 W 13th Street, Austin, TX 78701

512.476.6174 512.476.5122F tihca@cuc.org www.tihca.org

fees will be paid @ conference

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

Date of Travel Request Submission: 08/19/2011
Department: Health and Human Services **Number of Employees:** 2
Employee(s) Name (DOB if requesting airfare): Dairen Sarmiento - --
Maria de Lourdes M. Acevedo
Destination: Austin, TX
Name of Seminar/Conference: 2011 TIHCA Conference
Travel Account Number: 1-1100-444-00-240-001-0-583

HOTEL: **Req. #:** _____ **P.O. #:** _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: Southpark Omni Hotel **Hotel Address:** *4140 Governor's Row, Austin, TX 78744*

Number of Rooms: 2 **Hotel Phone Number:** 512-448-2222

Check In: 11/15/2011 **Check Out:** 11/17/2011

Single Bed or Double Beds

AUTO: **Req. #:** _____ **P.O. #:** _____

Rental Location: _____

Date/Time of Pick up: _____ **Date/Time of Drop off:** _____

AIRFARE: **Req. #:** _____ **P.O. #:** CITIBANK vendor #: 343277

Refundable: YES NO **Airline Name:** _____

Departure Date/Time: _____ **Return Date/Time:** _____

Dairen Sarmiento
Signature: Elected Official/Department Head

8/19/11
Date

For Purchasing Department Office Use Only

Hotel Confirmation: _____
Auto Confirmation: _____
Flight Confirmation: _____

From: Ovidio Gonzalez
To: 'Lourdes Acevedo'
Date: Friday, August 19, 2011 11:56:05 AM
Subject: FW: Omni Austin Hotel at Southpark Reservation Confirmation 40006678363

Click here to display images in this email.

From: reservations@omnihotels.com [mailto:reservations@omnihotels.com]
Sent: Friday, August 19, 2011 11:55 AM
To: ovidio.gonzalez@co.hidalgo.tx.us
Subject: Omni Austin Hotel at Southpark Reservation Confirmation 40006678363

Your Reservation at the
Omni Austin Hotel at Southpark

CONFIRMATION #40006678363

Omni Austin Hotel at Southpark
4140 Governors Row
Austin TX US 78744
Phone: 512-448-2222
Fax: 512-442-8028
Driving Directions to the Hotel >

GUEST
Dairen Sarmiento
2812 S Bussiness HWY 281
Edinburg TX US 78539

ARRIVING:
11/15/2011

DEPARTING:
11/17/2011

CHECK IN TIME:
3:00 PM

CHECK OUT TIME:
12:00 PM

ROOM RATE
Tihca 2011 Annual Conference

2 nights	115.00 USD
Subtotal (2 nights)	230.00 USD
Taxes	34.50 USD
Fees:	0.00 USD
Total for Room:	**264.50 USD**

Additional fees may apply
Read complete terms and conditions

ACCOMMODATIONS
268 sq ft; marble vanity tops, 37" LCD TV, fully stocked in-room mini bar.

Classic Deluxe Room with King Bed
Access Austin's vibrant nightlife, bustling art scene and sweeping natural beauty from this contemporary oasis for modern luxury.

Features:
·268 sq. ft. room with contemporary décor in rich earth tones and dark wood furnishings.
·WiFi access available.
·25" television.
·Luxurious granite full bathroom with make-up mirror.
·Hill Country and swimming pool views available.

NUMBER OF GUESTS

1 Adult(s) 0 Child(ren)

GUARANTEE
Mastercard **********5754
Deposit not mandatory

CANCELLATION: Cancel by 12PM on 11/12/2011 to avoid $132.25 penalty.

To Receive Special Offers From Omni Hotels

If you have a question about this reservation please contact us by phone 1-888-444-OMNI or send us email at reservations@omnihotels.com. You can obtain more information regarding Omni Hotels from our website. We thank you for your patronage and wish you a pleasant stay at the **Omni Austin Hotel at Southpark**. Other customer requests will be confirmed at check-in.

This is a post only email from Omni Hotels. Please do not reply to this message.

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From: Ovidio Gonzalez
To: 'Lourdes Acevedo'
Date: Friday, August 19, 2011 11:55:49 AM
Subject: FW: Omni Austin Hotel at Southpark Reservation Confirmation 40006678364

Click here to display images in this email.

From: reservations@omnihotels.com [mailto:reservations@omnihotels.com]
Sent: Friday, August 19, 2011 11:54 AM
To: ovidio.gonzalez@co.hidalgo.tx.us
Subject: Omni Austin Hotel at Southpark Reservation Confirmation 40006678364

Your Reservation at the
Omni Austin Hotel at Southpark

CONFIRMATION #40006678364

Omni Austin Hotel at Southpark
4140 Governors Row
Austin TX US 78744
Phone: 512-448-2222
Fax: 512-442-8028
Driving Directions to the Hotel >

GUEST
Dairen Sarmiento
2812 S Bussiness HWY 281
Edinburg TX US 78539

ARRIVING:
11/15/2011

DEPARTING:
11/17/2011

CHECK IN TIME:
3:00 PM

CHECK OUT TIME:
12:00 PM

ROOM RATE
Tihca 2011 Annual Conference

2 nights	115.00 USD
Subtotal (2 nights)	230.00 USD
Taxes	34.50 USD
Fees:	0.00 USD
Total for Room:	**264.50 USD**

Additional fees may apply
Read complete terms and conditions

ACCOMMODATIONS
268 sq ft; marble vanity tops, 37" LCD TV, fully stocked in-room mini bar.

Classic Deluxe Room with King Bed
Access Austin's vibrant nightlife, bustling art scene and sweeping natural beauty from this contemporary oasis for modern luxury.

Features:
·268 sq. ft. room with contemporary décor in rich earth tones and dark wood furnishings.
·WiFi access available.
·25" television.
·Luxurious granite full bathroom with make-up mirror.
·Hill Country and swimming pool views available.

NUMBER OF GUESTS

1 Adult(s) 0 Child(ren)

GUARANTEE

Deposit not mandatory

CANCELLATION: Cancel by 12PM on 11/12/2011 to avoid $132.25 penalty.

To Receive Special Offers From Omni Hotels

If you have a question about this reservation please contact us by phone 1-888-444-OMNI or send us email at reservations@omnihotels.com. You can obtain more information regarding Omni Hotels from our website. We thank you for your patronage and wish you a pleasant stay at the **Omni Austin Hotel at Southpark**. Other customer requests will be confirmed at check-in.

This is a post only email from Omni Hotels. Please do not reply to this message.

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Texas Conference of Urban Counties
500 West 13th Street
Austin, TX 78701
Phone: 512/476-6174

TEXAS Conference of Urban Counties

Programs

About the CUC
Texas Clean Air Working Group
TechShare
TIHCA
Public Power Pool
Member's Area

TIHCA

www.tihca.org

Texas Indigent Health Care Association

Education and Policy Conference

November 15-17, 2011
4140 Governor's Row
Austin, Texas 78744
Phone: (512) 448-2222, Fax: (512) 442-8028

- **SOUTHPARK 2011 CONFERENCE AGENDA (Coming Soon)**
- **DIRECTIONS TO THE HOTEL**
- **REGISTER NOW!**

Overview -

TIHCA will be holding its seventh annual conference at the beautiful Southpark Omni Hotel in Austin on November 15 through 17, 2011. This is the premier opportunity to gather information on the current standings of Indigent Health Care (IHC) in Texas.

TIHCA 2011 Conference Agenda

Demand for IHC services and cost factors are increasing and this event is an opportunity for IHC administrators to gather in a relaxed setting for in-depth discussions on these issues and challenges. The conference will host guest speakers who will provide multi-faceted training to attendees on a number of issues.

Preliminary details on speakers, activities and social networking events for TIHCA 2011 are now available.
Draft: Download (or view online)

Who Should Attend?

Indigent Health Care Directors and staff will all benefit from attending. Make plans today to join colleagues and friends from around the state for our sixth annual conference, business meeting and a great time!

Conference Registration Information -

To register for **TIHCA 2011**, please download the registration form by clicking the link below and mail it to Texas Conference of Urban Counties at 500 W 13th Street, Austin, TX 78701. Registration fee payment must be arranged prior to arriving at the conference.

REGISTER NOW!

Registration Fees	Early	After October 15
Charter Member	$90	$120
General Member	$105	$135
Non Member	$120	$150

Hotel Information -

TIHCA 2011 will be held at the Southpark Omni Hotel. Conference participants will need to make their own hotel reservations. A special conference rate of $115 per night has been negotiated for the conference. You may make your room reservations by calling the hotel directly at 1-800-THE-OMNI, or 1-512-448-2222 and referencing TIHCA 2011.

Room Rate - $115 per night, plus tax

Room reservations must be made by October 15 in order to receive the reduced rate for the conference. Room space is limited, so make your reservations as soon as possible to ensure your participation at TIHCA 2011.

Directions to the Hotel -

November 15-17, 2011
4140 Governor's Row
Austin, Texas 78744
Phone: (512) 448-2222, Fax: (512) 442-8028
Map to the Hotel
Driving Directions

FROM AUSTIN-BERGSTROM INTERNATIONAL AIRPORT – 8 MILES/10 MINUTES

Exit airport following Presidential Blvd. 1.8 miles to the intersection of Texas Route 71 (Ben White Blvd.). Turn left merging on to Route 71 West (Ben White Blvd. West) and continue for 5.3 miles, exit to Woodward Street and turn left at the stop light. Follow for 0.2 miles and turn right onto Freidrich Lane. Continue for 0.2 miles and turn right onto Directors Blvd. and continue for 0.1 miles. Turn right onto Governor's Row and the Omni Austin Hotel at Southpark's entrance is 0.1 mile on the left.

Other transportation options from the airport:

- **Hotel Shuttle Service:** Complimentary airport shuttle to and from Austin-Bergstrom International Airport. Shuttle service available from 7 am to 10 pm daily. For pick up, please call from the courtesy phone in the baggage claim area or call the hotel directly at 512-448-2222.
- **Super Shuttle:** Approximately $13 per way
- **Taxi Service:** Approximately $22 per way (one person)
- **Limo/Towncar Service:** Staring at $75

DIRECTIONS FROM THE NORTH – VIA I-35 SOUTH
Traveling on I-35 South, follow past Austin center city to Exit 231 Woodward. Take the parallel frontage road to the third stop light (Ben White Blvd.) Turn left at the stop light and follow for 0.1 miles and turn right on Governor's Row. The Omni Austin Hotel at Southpark's entrance will be on the right.

DIRECTIONS FROM THE SOUTH – VIA I-35 NORTH
Traveling on I-35 North, follow to exit 230 toward (290W / TX 71/ Johnson City/ Bastrop.) Take the parallel frontage road for 0.3 miles and turn right onto Director's Blvd. Continue for 0.1 of a mile, then turn left onto Governor's Row. The Omni Austin Hotel at Southpark's entrance is located on the left.

DIRECTIONS FROM THE EAST – VIA HWY 71 WEST
Traveling West on Texas route-71 proceed past Austin- Bergstrom International Airport for approximately 5.3 miles. Follow to Woodward Street intersection and turn left at the stop light. Follow for 0.2 miles and turn right onto Freidrich Lane. Continue for 0.2 miles then turn right onto Directors Blvd. Continue for 0.1 of a mile and turn right onto Governor's Row. The Omni Austin Hotel at Southpark's entrance will be on the left.

For more information please contact us at 512.476.6174 or **tihca@cuc.org**

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From: TIHCA
To: TIHCA
Date: Monday, August 08, 2011 11:36:28 AM
Subject: Register Now for TIHCA 2011 - November

November 15-17, 2011
4140 Governor's Row
Austin, Texas 78744
Phone: (512) 448-2222, Fax: (512) 442-8028

Overview -

TIHCA will be holding its seventh annual conference at the beautiful Southpark Omni Hotel in Austin on November 15 through 17, 2011. This is the premier opportunity to gather information on the current standings of Indigent Health Care (IHC) in Texas.

TIHCA 2011 Conference Agenda

Demand for IHC services and cost factors are increasing and this event is an opportunity for IHC administrators to gather in a relaxed setting for in-depth discussions on these issues and challenges. The conference will host guest speakers who will provide multi-faceted training to attendees on a number of issues.

Who Should Attend?
Indigent Health Care Directors and staff will all benefit from attending. Make plans today to join colleagues and friends from around the state for our sixth annual conference, business meeting and a great time!
Conference Registration Information -

To register for **TIHCA 2011**, please download the registration form by clicking the link below and mail it to Texas Conference of Urban Counties at 500 W 13th Street, Austin, TX 78701. Registration fee payment must be arranged prior to arriving at the conference.

REGISTER NOW!

Registration Fees	Early	After October 15
Charter Member	$90	$120
General Member	$105	$135
Non Member	$120	$150

Hotel Information -
TIHCA 2011 will be held at the Southpark Omni Hotel. Conference participants will need to make their own hotel reservations. A special conference rate of $115 per night has been negotiated for the conference. You may make your room reservations by calling the hotel directly at 1-800-THE-OMNI, or 1-512-448-2222 and referencing TIHCA 2011.
Room Rate - $115 per night, plus tax
Room reservations must be made by October 15 in order to receive the reduced rate for the conference. Room space is limited, so make your reservations as soon as possible to ensure your participation at TIHCA 2011.

Directions to the Hotel -

November 15-17, 2011
4140 Governor's Row
Austin, Texas 78744
Phone: (512) 448-2222, Fax: (512) 442-8028

Sincerely,

Windy Johnson | Program Manager
Texas Indigent Health Care Association | 500 W 13th St. | Austin TX 78701
P: 512.476.6174 | F: 512.476.5122
E: tihca@cuc.org | W: www.tihca.org

Thanks to the support of our members, TIHCA can continue to share knowledge and support to the indigent health care community in Texas.

AI-28184 **7. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Constable Pct. #2 **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #2:
Discussion, consideration, and approval to participate in the Texas 1033 surplus property program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-292-001-0-346

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

BUDGETARY IMPACT:

Hauling & Freight service costs, associated if any.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2011 01:53 PM
Rosalinda Cantu	Rosie Cantu	08/25/2011 09:00 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Angela Garcia Started On: 08/22/2011 01:43 PM

Final Approval Date: 08/25/2011

Law Enforcement Support Office (LESO)

Providing Support to America's Law Enforcement Community Since 1997

Weapon Request Procedures | Weapon Updates

Weapon Request Procedures

Under Section 1033 of the National Defense Authorization Act for fiscal year 1997 (10 U.S.C.2576a) the Secretary of Defense may transfer to Federal and State agencies personal property of the Department of Defense, including weapons, that the Secretary determines is suitable for use by the agencies in law enforcement activities. Agencies in law enforcement activities are defined as government agencies whose primary function is the enforcement of applicable Federal, State and Local laws and whose law enforcement officers have powers of arrest and apprehension. All requests for weapons from State and local law enforcement agencies must be submitted through the appropriate governor appointed State coordinator for approval.

Effective February 11, 2011 Allocation limits have been adjusted to the following:

M16 Rifles to 100%
M14 Rifle to 50%
1911 .45 caliber pistols to 100%

All forms must be forwarded to the State coordinator for state review. If approved at the state level the request will be forwarded to LESO for action. A request approved at the State level is no guarantee that the requesting agency will receive the weapons being requested. Agencies approved to receive weapons will be contacted by their State Coordinator. Questions regarding this application should be directed to your State Coordinator.

- LEA Weapons Request
  - LEA Weapons Request Instruction Sheet
- LEA Weapons Transfer Request
  - LEA Weapons Transfer Request Instruction Sheet
- LEA Weapons Turn in Request
  - LEA Weapons Turn in Request Instructions Sheet
- Serial Number Request
  - Serial Number Request Instruction Sheet
- ATF E-Form 5
- ATF E-Form 10

Weapon Updates

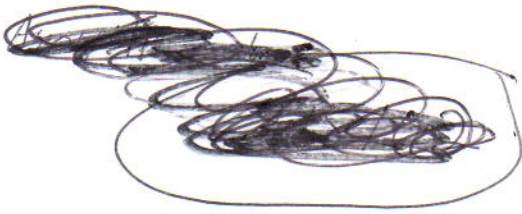
DLA Disposition Services:
The Law Enforcement Support Office (LESO) is the point of contact for Law Enforcement Agencies (LEAs) to acquire Department of Defense (DOD) excess weapons through the 1033 program. The allocation of weapons is based upon the following criteria approved by the Office of the Secretary of Defense (OSD):

- The number and type of excess weapons available to the LESO program
- Counter-Drug/Counter Terrorism
- High Intensity Drug Trafficking Area (HIDTA)
- The date the request was received by LESO
- Fair and equitable distribution on a national scale

Responsibilities:
LESO reminds LEAs that weapons obtained through the 1033 program are on loan from the DOD and remain the property of the DOD. Trading, bartering or selling of the weapons is strictly prohibited by the Memorandums of Agreements signed between your state and LESO and your state and the U.S. Army Tank-Automotive and Armaments Command (TACOM). Any incidents of trading, bartering, selling, damage to, or theft of 1033 Program weapons will be forwarded to the DLA Accountability office who have special investigators, empowered with arrest and apprehension authority, for further investigation.

An inventory must be conducted by the LEA upon receipt of the weapons. All weapons

All inventory must be conducted by the LEA upon receipt of the weapons. All weapons received through the 1033 program must also be inventoried annually. An accurate inventory must be signed by the Head of Agency and submitted to LESO through the State Coordinator. LESO is currently developing an electronic solution to reconcile weapon inventories. While awaiting development, forms for receipt inventories are available under the "Section 1033" tab on the LESO website. The annual inventory report will be made available through your State Coordinator.

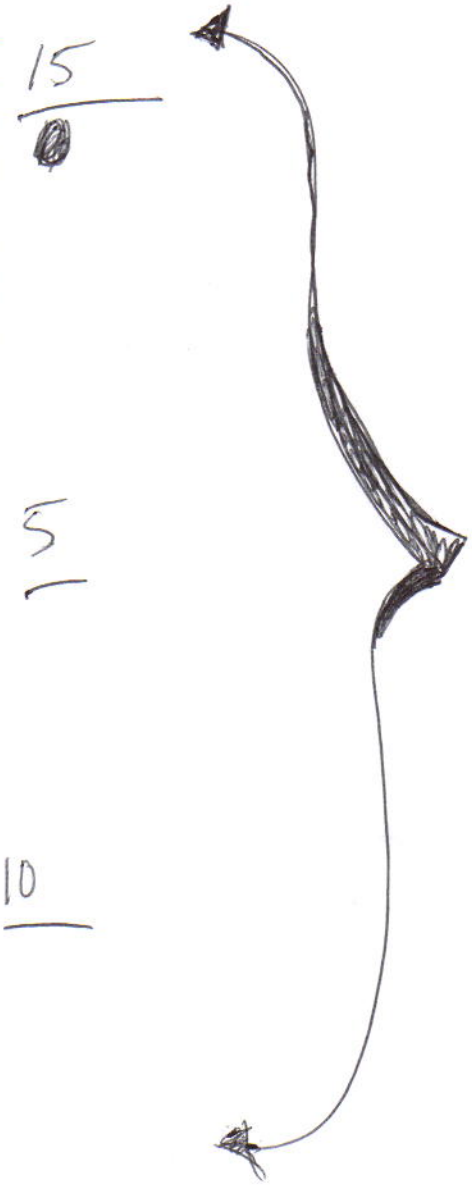


Weapons Available Through the 1033 Program:

M-16 Rifle
BLACK AND WHITE PHOTO OF AN M-16 RIFLE
• Caliber: 5.56 x 45mm (.223) • Mechanism: Gas, direct action, selective fire, 20 and 30 round box magazine • Weight: 6.30 lbs. (2.86kg) empty • Length: 39.00" (990mm) • Rate of Fire: 700-950rds/min • Muzzle Velocity: 3,280ft/sec (1000m/sec) • Effective Range: 1312 ft (400m)
M-14 Rifle

• Caliber: 7.62x51mm NATO (.308 Win.) • Mechanism: Rotating bolt, gas operated, air cooled, semi-automatic magazine fed rifle • Weight: 8.55 lbs. (3.88kg) empty • Length: 44.1" (112cm) • Rate of Fire: 700-750rds/min • Muzzle Velocity: 2,800ft/sec (853m/sec)
.45 Model 1911 Automatic Pistol

• Caliber: .45 • Mechanism: Short recoil, self-loading, 7-round box magazine • Weight: 2.4 lbs. (1.13kg) • Length: 8.6" (219mm) • Barrel: 4.9" (127mm)



Reminders:

Requests for weapons not available through the program (M-4 Rifles, M-21 Sniper Rifles, etc.) will be discarded. A response will not be sent to the LEA.

LEAs are responsible for acquiring magazines/clips and slings to use with weapons acquired through the 1033 Program. Magazines/Clips and slings are not issued with the weapons.

The LESO Weapons Team is available to assist with all weapons related questions. Please contact us at 1-800-532-9946 or DRMSLESO@dla.mil

PDF documents found on this page can be viewed using a PDF Reader.
For questions concerning the information presented, please contact LESO.
Page updated 02/23/11

TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER

TO: JFTX-LES-CD/1033
ATTN: Texas 1033 Program
2200 W. 35TH Street
BLDG 41
Austin, TX 78703

AGENCY: HIDALGO COUNTY CONSTABLE PCT. 2

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.

2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.

3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.

4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.

5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons can not be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.

6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

8-16-11
Date

Gilbert "Chato" Alaniz/ Constable
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Name / Title

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

CLEAR

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW (●) UPDATE ( ) SCREENER ID (Update Only): _____

AGENCY: Hidalgo County Constable Precinct 2

PHYSICAL ADDRESS (No P.O. Box): 300 West Hall Acres Suite E

MAILING ADDRESS (If different than above): _____

CITY: Pharr STATE: Texas

ZIP: 78577 EMAIL: JesseJamesMac@yahoo.com

PHONE: 956-784-3510 FAX: 956-784-8687

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 5 PART-TIME: 0 RESERVE: 8

SCREENER(S) POC: MUST HAVE AT LEAST ONE

***MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup**

SCREENER/MAIN POC: Francisco Sanchez; fasanchez94@aol.com; 956-784-3510

SCREENER/POC #2: Jesus M. Macias; JesseJamesMac@yahoo.com; 956-684-4454

SCREENER/POC #3: Carlos Elizondo; carlos.elizondo@co.hidalgo.tx.us

SCREENER/POC #4: Roberto Perez

WEAPON POC (Optional): _____

AIRCRAFT POC (Optional): _____

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES ( ) NO (●)

WEAPONS: YES (●) NO ( ) AIRCRAFT: YES ( ) NO ( ) WATERCRAFT: YES ( ) NO ( )

TACTICAL VEHICLES: YES ( ) NO ( ) OTHER CONTROLLED PROPERTY: YES ( ) NO ( ) DEMIL A (LESS THAN A YEAR OLD): YES ( ) NO ( )

***By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.**

***Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.**

CHIEF EXECUTIVE OF HEAD OF LOCAL AGENCY

Gilbert Haniz
PRINTED NAME

DATE: 8-16-11

SIGNATURE

STATE COORDINATOR: (NOT REQUIRED FOR FEDERAL)

_____ **DATE:** _____
PRINTED NAME

_____
SIGNATURE

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: Hidalgo County Constable Pct. 2, Pharr/Hidalgo, Texas
City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas or the Texas Joint Military Forces to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Joint Military Forces assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees to be solely responsible for any and all suits, actions, demands or claims of any nature arising from the use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Joint Military Forces make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinator's Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

8-16-11
Date

Gilbert "Chato" Alaniz/ Constable

Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Name / Title

* The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machinegun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading, by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
SUPPLEMENTAL DATA SHEET

Date: 7/22/2011

Agency: Hidalgo County Constable Precinct 2

Phone: (956) 784-3510 **Alternate Phone:** (956) 684-4454

Fax: (956) 784-8687

Website (if applicable): _____

Screener #1: Chief Deputy Constable/ Francisco Sanchez/ fasanchez94@aol.com
RANK / NAME / E-MAIL ADDRESS

Screener #2: Deputy Constable/ Jesus M. Macias / JesseJamesMac@yahoo.com
RANK / NAME / E-MAIL ADDRESS

Screener #3: Lieutenant / Carlos Elizondo / carlos.elizondo@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #4: Deputy Constable / Roberto Perez
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: _____
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL[1]

Signature: _____

Name: Gilbert "Chato" Alaniz

Title: Constable

Email: fasanchez94@aol.com

AUTHORIZED OFFICIAL[2]

Signature: _____

Name: _____

Title: _____

Email: _____

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
Application Packet Instructions

To apply or reenroll in the Texas 1033 Surplus Property Program please complete the four (4) required parts of the application packet.

Note: The Chief Executive Official is the Chief of Police, County Sheriff or Constable. The Authorized Official for Police Departments is the Mayor, City Manager or City Administrator; for Counties it is the County Judge; for School Districts or Universities/Colleges it is the Superintendent or President.

ALL FORMS MUST BE TYPED; HAND WRITTEN PACKETS WILL NOT BE ACCEPTED.

1. LESO – Law Enforcement Agency Data Sheet

Complete the following fields on the LESO Data Sheet

a. Date – enter current date
b. Agency – enter agency's full name
c. Address, City, State, Zip, Email, Phone and Fax – PO Boxes are not authorized
d. Number of Sworn Officers – enter quantity of sworn officers for each sub category (F/T. P/T, Reserve)
e. Screeners & Weapons POCs – List personnel that are authorized to screen and receive surplus property
f. Inventory Check – check the appropriate block for the type of loaned property
g. State & Local Agencies – enter Chief Executive Official's Name and Rank

DO NOT ENTER ANY DATA IN THE 'FEDERAL AGENCIES' BLOCK

2. TX 1033 – Supplemental Data Sheet

Complete the following fields on the State Data Sheet

a. Date – enter current date
b. Agency – enter agency's full name
c. Phone / Alternate Phone
d. Fax
e. Website – if applicable
f. Screener's Data – enter Rank, Name and Email address for each screener (**required**)
g. Weapons Officer's Data – enter Rank, Name and Email address for weapons POC
h. Agency Chief Executive Official – enter Name, Title and Email address (**required**)
i. Authorized Official – enter Name, Title and Email address (**required**)

3. TX 1033 – Application Letter

Read and complete the following fields on the Application Letter

a. Agency – enter agency's full name
b. Agency Chief Executive Official – enter Date, Name and Title of official
c. Authorized Official – enter Date, Name and Title of official

4. TX 1033 – Release of Liability

Read and complete the following fields on the Release of Liability

a. Agency – enter agency's full name
b. City / County – enter the city and county the applicant agency resides
c. Agency Chief Executive Official – enter Date, Name and Title of official
d. Authorized Official – enter Date, Name and Title of official

Print for Signature:

The Agency Chief Executive Official is required to sign all four forms in the designated area.

The Authorized Official is required to sign the Supplemental Data Sheet, Application Letter and Release of Liability in the designated area.

Submit for Approval:

The application packet can be either emailed to your assigned State Point of Contact or faxed to the Program's office at (512) 424-7591; ATTN: TX 1033 Program.

State Point(s) of Contact:

SGT Rondy L. Kilpatrick; email: rondy.kilpatrick@txdps.state.tx.us, office: (512) 424-7590.
Rolando Ayala (Retired); email: Rolando.ayala@txdps.state.tx.us, office: (512) 424-7540.

STATE OF TEXAS 1033 PROGRAM
PLANS, POLICIES AND PROCEDURES

PURPOSE:

The purpose of this document is to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to 10 U.S.C. §2576a and to promote the efficient and expeditious transfer of the property.

AUTHORITY:

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug/counterterrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA).

STAFFING AND FACILITIES:

By authority of the State Governor, the Joint Counterdrug Task Force Commander is the Texas 1033 Program State Coordinator. The State Coordinator appointment the State Points of Contact (SPOCs) to administer the daily operation of the 1033 Program.

TERMS AND CONDITIONS:

- **Law Enforcement Agency (LEA) Eligibility Criteria:** Must be a "law enforcement activity" whose primary function is enforcement of applicable Federal, State and local laws as defined by the DLA regulation (this is referring to DLA Directive (DLAD) 4160.10 which will be superseded by the One Book) and whose compensated officers have powers of arrest and apprehension.

- **How to Enroll in the State 1033 Program:** LEA must request enrollment via their State Coordinator. LEAs must provide a completed application packet to their State Coordinator. NOTE: Upon request of the Law Enforcement Support Office (LESO), a mission statement will need to be provided along with the datasheet. If the enrollment request is approved by the State Coordinator, it will be forwarded to the LESO. If approved by LESO, the State Coordinator will be contacted and provided with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Once enrolled, the LEA must acknowledge receipt of the memorandum of understanding (MOU) with the State Coordinator agreeing to the terms and conditions of the 1033 Program. As soon as an agency is properly enrolled, automations screening may be conducted through the Defense Reutilization and Marketing Office (DRMO) website. The State Coordinator's office must provide the LEA with their login identification number for this application.

- **LEA Screener Criteria:** Must be full-time and/or part-time, sworn and/or non-sworn officers assigned to the LEA performing this duty. LEAs are allowed a maximum of four (4) screeners

per agency. A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

- **Identification/Acquisition/Transportation of Property:** LEAs find needed property electronically through the Defense Reutilization and Marketing Service (DRMS) website: www.drms.dla.mil or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit a manual or electronic DRMS Form 103 to the State Coordinator. The State Coordinator approves/disapproves the request. If approved, it is sent to the LESO. If approved it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) or a manual DD Form 1348 is sent to the State Coordinator. It is the responsibility of the State/LEA to transport requested property from the DRMOs to their location. DLA will not fund the transportation cost.

- **Storage of Property:** Unless the State is authorized as a distribution center, it will be the gaining LEA responsibility to store property received through the 1033 Program. Distribution centers should only hold property for their specific customers not more than 90 days. After that date, disposition should be requested, in writing, from the LESO, via their State Coordinator.

- **Distribution of Property:** LESO will approve property request in the following priority: counterdrug/counterterrorism and then any other law enforcement activities.

- **Security of Property:** It is the responsibility of the gaining State/LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, this information must be forwarded to the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.

- **Accountability of Property:** Each LEA and the State must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

- **Establish Inactive File:** As of October 1, 2003, the LESO will institute a five (5) year file retention policy. This policy will state that LESO will maintain active files for two (2) years and inactive files for three (3) years. After five years, the files are destroyed with the exception of DEMIL code B through Q, sensitive items and $20,000 or more high dollar items.

- **Utilization of Property:** Property received through the 1033 Program must be placed into use within one (1) year of receipt and utilized for a minimum of one (1) year, unless the condition renders it unusable. If property is not placed in use within one (1) year of receipt, it must be

transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the applicable State Coordinator and LESO.

- **State Compliance Reviews:** The State Points of Contact will inspect *at a minimum* 10% of the active agencies to ensure property accountability and proper use of equipment. All law enforcement agencies maintaining sensitive property will submit a written accountability statement detailing property type and serial numbers on the anniversary date of their Authorization Letter for the program.

- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through their State Coordinator. The State Coordinator will request final approval from the LESO. Property may be transferred within the State or between States as long as it is properly coordinated with the State Coordinator and LESO. If approved a "LESO transfer approval memo" will be sent to the State Coordinator. For more information regarding these items, view the following links:

  Defense Demilitarization and Trade Security Controls (TSC) Program
  www.demil.osd.mil

  Military Critical Technologies List
  www.dtic.mil/mctl

  Critical Federal Supply Class (FSC) and Buzz words
  www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf

  Flight Safety Critical Aircraft Parts (FSCAP)
  www.drms.dla.mil/drms/internal/demil/FSCAP.pdf

- **Disposal of Property:** LEAs must request approval, in writing, from their State Coordinator before any 1033 property is disposed. The State Coordinator will request final approval from the LESO. If approved a "LESO disposal approval memo" will be sent to the State Coordinator. Only DEMIL codes A, B and Q may be approved for disposal. Items with DEMIL codes of C, D, E, F, G and P must be transferred to an authorized agency or must be returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA.

  - **DEMIL code A:** does not require demilitarization and may be disposed after obtaining State Coordinator and LESO approval.

  - **DEMIL code B:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with TSC (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

  - **DEMIL code Q:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with Commerce Control List Items

(CCLI) disposition requirements (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

- Specific Requirements for disposal of Munitions Lists Items (MLI)/CCLI (DEMIL codes B and Q) excerpt from DOD 4160.21-M:
  - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:
    - Notification of export control requirements to the end-user;
    - Exclusion of individuals, entities or countries who are excluded from Federal programs by the General Services Administration (GSA);
    - Exclusion if delinquent on obligations to the U.S. Government or are debarred or suspended from DOD contracts;
    - Exclusion if currently suspended for TSC violations;
    - Exclusion if subject to denial, debarment or other sanctions under public law.

- **DEMIL codes C, D, E, F, G and P:** require demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESOs approval for equipment returns.
  - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the receipt must be forwarded to the State Coordinator for their files. (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules).

- **Training:** The State Coordinator, State Points of Contact and LEAs should be trained/familiar with guidance on the following websites:

ABCs of DEMIL
www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm (knowledge of demilitarization codes)

DLA Operations
www.dla.mil (DLA handbook)

LESO Operations
www.dla.mil/j-3/leso (1033 Program/Automation training guides)

DRMS Operations
www.drms.dla.mil (automation requisitioning process/procedures)

THE STATE WILL:

a. Receive applications for participation in this program from its law enforcement activities and validate with signature, their law enforcement mission prior to forwarding to LESO for approval as an authorized LEA. Once the approval process is completed and the agency is loaded in the DRMS automated requisitioning system, provide enrolled LEAs with their LEA ID number so they may request materials on-line.

b. Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts. Assure the recipient LEA is identified on all requisitions.

c. Be responsible for the transfer and/or allocation of property to qualified LEAs.

d. Assure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

e. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statues and regulations for the program and this property.

f. Enter into agreements with LEAs to assure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

g. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons point of contact (POC) fulltime officer

must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

h. Assure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

i. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. The State and each LEA must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to DLA, LESO not later than seven (7) working days after it is discovered. The State Coordinator must provide a weapon POC on all LEA data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. Maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles issued to State/LEA.

j. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

k. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). Assist LEAs by providing information, as required, for audit submission. Assist LEAs by identifying which property oversight agency the audit information must be submitted to.

l. Review and update State Plan of Operation annually (calendar year) or when the Governor-appointed State Coordinator changes or Governor changes. If there are no changes to the State Plan of Operation send a signed letter/email to the LESO indicating that the plan has been reviewed and no changes were necessary.

m. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the State Plan of Operation or MOU.

n. Conduct periodic reviews of each LEA enrolled in the program, to include physical inventory/spot checks, of property received and any related records. Additionally, ensure LEAs are in compliance with applicable Memorandum of Agreement (MOA)/MOU and/or the State Plan of Operation. These reviews must be documented and maintained by the State Coordinator for future LESO compliance reviews.

o. Obtain reconciliation reports from the LESO website and conduct monthly reconciliations on all items received and annual reconciliations for high dollar items (items valued over $20,000) and Demil B-Q items between the State/LEA and LESO.

p. Ensure serial/tail numbers are provided to LESO on items such as peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.

q. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

r. Submit requests for property returns (turn-ins to a DRMO) to LESO. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

s. Submit disposal, transfer and inventory adjustment requests to LESO.

t. Contact the LESO in writing not later than 30 calendar days prior, to a State Coordinator change.

u. All property transfers will cease if no current Governor's letter is on file; the State has not signed the MOA with DLA; the State Coordinator or POC does not validate all property requests and there is no State Plan of Operation on file.

THE LAW ENFORCEMENT AGENCY WILL:

a. Submit applications for participation in this program to the State Coordinator for approval. Upon request from the State Coordinator or LESO provide a mission statement.

b. Submit requests for property (electronically). Provide justification for all requisitions to the State Coordinator.

c. Agrees to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

d. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

f. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or

whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. Appoint a Property Accountable Officer responsible for approving/disapproving all property requests and maintaining all records for property received that are accountable.

g. Assure that all environmentally regulated property handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

h. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Recipients must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received.

i. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

j. LEAs enrolled in the State 1033 Program must maintain a copy of the State Plan of Operation or MOU.

k. LEAs must be aware of their responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).

l. Conduct periodic reviews to include physical inventory/spot checks of actual property and related records. Ensure compliance with applicable MOA/MOU and/or the State Plan of Operation.

m. Obtain reconciliation reports from the State Coordinator and conduct monthly and annual reconciliations. Provide reconciliation results to the State Coordinator.

n. Ensure serial/tail numbers are provided to the State Coordinator on items such as peacekeepers/APCs, aircraft, NVGs/sights and weapons.

o. Conduct inventory reconciliations and provide inventory reconciliation results electronically to the State Coordinator within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.

r. Contact the State Coordinator, in writing, not later than 30 days prior, when property accountable officer changes.

TERMINATION CRITERIA: An LEA may be terminated from the program *either temporarily or permanently* by the State Coordinator for failure to comply with any policy governing the program. A termination notice will be provided via certified mail from the State Coordinator's office.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Mike Simpson
Assistant Director
Law Enforcement Support
Texas 1033 State Coordinator

AGENCY NAME:

Hidalgo County Constable Precinct 2

AGENCY CHIEF EXECUTIVE OFFICIAL:

Signature

Gilbert "Chato" Alaniz / Constable
Name / Title

8-16-11
Date

LAW ENFORCEMENT AGENCY (LEA)
WEAPON REQUEST

REQUESTING AGENCY ID: 215102 DATE: 07-19-2011

REQUESTING AGENCY: Hidalgo County Constable Precinct 2

ADDRESS (No P.O. Box): 300 West Hall Acres Suite E

CITY: Pharr STATE: Texas

ZIP: 78577 EMAIL: JesseJamesMac@yahoo.com

PHONE: 956-784-3510 FAX: 956-784-8687

LEA USE		LESO USE ONLY		
TYPE OF WEAPON	QTY REQUESTED	PREVIOUSLY ISSUED QTY	LIST NUMBER	FILE NUMBER
M-16 Rifle	15			
M-14 Rifle	5			
.45 Model 1911	10			

JUSTIFICATION: With our close proximity to the Mexican border, we require additional resources to effectively respond the increase in spill over violence

With our close proximity to the Mexican border, we require additional resources to effectively respond the increase in spill over violence

The Chief Executive Official or Head of Agency (Local Field Office) read and agrees to the following (INITIALS REQUIRED):

- _____Not Applicable for Federal Agencies: Read and understands the terms and conditions applicable to weapon transfers as detailed in the Memorandum of Agreement between the Defense Logistics Agency and the Governor appointed State Coordinator and the State Plan of Action. (Contact applicable State Coordinator for copy of agreement)
- _____Ability to maintain, operate, finance, and properly secure the requested weapons.
- _____Familiarity with the Bureau of Alcohol, Tobacco, and Firearms (ATF) regulations governing the registration of the requested weapons. (ATF 10)
- _____Agency is not authorized to sell, trade, cannibalize for parts, or demilitarize weapons acquired through the 1033 Program

The Chief Executive Official/Head of Agency (Local Field Office) and the State Coordinator, by signing, certifies that all information contained above is valid and accurate.

CHIEF EXECUTIVE OFFICIAL/: HEAD OF LOCAL AGENCY

Gilbert Almaraz
PRINTED NAME

SIGNATURE

STATE COORDINATOR: (NOT REQUIRED FOR FEDERAL)

PRINTED NAME

SIGNATURE

AI-27774 **8. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation by Vazaldua and Associates regarding Energy Efficiency and Conservation Strategy (EECS).

BACKGROUND

Status update.

Project being funded with a Department of Energy grant.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No files attached. Fiscal impact undetermined

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2011 03:27 PM
Roland Garcia	Angela Garcia	08/17/2011 11:33 AM
Dale Kennan	Dale Kennan	08/17/2011 01:10 PM
Auditor's Office	Arcilia Duran	08/17/2011 01:11 PM
Auditor's Office	Arcilia Duran	08/17/2011 01:11 PM
Purchasing Department	Marty Salazar	08/17/2011 02:26 PM

Form Started By: Erika Reyna Started On: 07/27/2011 03:20 PM

Final Approval Date: 08/17/2011

AI-28216 **8. B.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Presentation from the City of Pharr, as required by Section 311.003(f) Texas Tax Code, relating to the creation of City of Pharr, Tax Increment Reinvestment Zone Number One.
2. Approval to allow the City of Pharr a waiver of the sixty (60) day notice requirement of the public hearing required for the creation of "Proposed City of Pharr, Tax Increment Reinvestment Zone Number One" under Section 311.003 of the Texas Tax Code and authorize County Judge to sign the waiver.
3. Approval to appoint a representative on behalf of Hidalgo County to meet with the governing body of the City of Pharr concerning "Proposed City of Pharr, Tax Increment Reinvestment Zone Number One".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

presentation

tax code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 09:02 AM
Roland Garcia	Rolando Garcia	08/25/2011 09:45 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Erika Reyna Started On: 08/24/2011 08:41 AM

Final Approval Date: 08/25/2011

This is the “Statutory Presentation” required by Chapetr 311 of the Texas Tax Code.

The City of Pharr intends to establish the City of Pharr Tax Increment Reinvestment Zone # 1 no earlier than sixty (60) days of the date of this presentation. However, the City is requesting a waiver of the sixty (60) day requirement from Hidalgo County in order to perfect the creation of the Zone prior to December 31, 2011. The City of Pharr TIRZ zone includes approximately 11,000 +/- acres throughout the City. The City of Pharr TIRZ proposes to raise approximately $450,419,291 over a forty (40) year period for public improvements including street construction and reconstruction, right of way acquisition, municipal facilities, drainage improvements, waste water treatment plant expansion and collection improvements, water system improvements, park and open space improvements and other public improvements that will serve to enhance the value of properties both within the Zone and areas surrounding the Zone. The Base Value (Assessed Value) of the Zone is approximately $2,225,620,187 and the estimated “captured value” in the Zone is $2,627,466,925.

TAX CODE

TITLE 3. LOCAL TAXATION

SUBTITLE B. SPECIAL PROPERTY TAX PROVISIONS

CHAPTER 311. TAX INCREMENT FINANCING ACT

Sec. 311.001. SHORT TITLE. This chapter may be cited as the Tax Increment Financing Act.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Sec. 311.002. DEFINITIONS. In this chapter:

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan; and

(K) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

(2) "Project plan" means the project plan for the development or redevelopment of a reinvestment zone approved under this chapter, including all amendments of the plan approved as provided by this chapter.

(3) "Reinvestment zone financing plan" means the financing plan for a reinvestment zone described by this chapter.

(4) "Taxing unit" has the meaning assigned by Section 1.04.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 35, eff. September 1, 2005.

Sec. 311.003. PROCEDURE FOR CREATING REINVESTMENT ZONE. (a) The governing body of a county by order may designate a contiguous geographic area in the county and the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the corporate limits of the municipality, in the extraterritorial jurisdiction of the municipality, or in both to be a reinvestment zone to promote development or redevelopment of the area if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future. The designation of an area that is wholly or

partly located in the extraterritorial jurisdiction of a municipality is not affected by a subsequent annexation of real property in the reinvestment zone by the municipality.

(b) Before adopting an ordinance or order providing for a reinvestment zone, the governing body of the municipality or county must prepare a preliminary reinvestment zone financing plan. As soon as the plan is completed, a copy of the plan must be sent to the governing body of each taxing unit that levies taxes on real property in the proposed zone.

(c) Before adopting an ordinance or order providing for a reinvestment zone, the municipality or county must hold a public hearing on the creation of the zone and its benefits to the municipality or county and to property in the proposed zone. At the hearing an interested person may speak for or against the creation of the zone, its boundaries, or the concept of tax increment financing. Not later than the seventh day before the date of the hearing, notice of the hearing must be published in a newspaper having general circulation in the municipality or county.

(d) A municipality or county proposing to designate a reinvestment zone must provide a reasonable opportunity for the owner of property to protest the inclusion of the property in a proposed reinvestment zone.

(e) Not later than the 60th day before the date of the public hearing required by Subsection (c), the governing body of the municipality or county must notify in writing the governing body of each other taxing unit that levies real property taxes in the proposed reinvestment zone that it intends to establish the zone. The notice must contain a description of the proposed boundaries of the zone, the tentative plans for the development or redevelopment of the zone, and an estimate of the general impact of the proposed zone on property values and tax revenues. The notice may be given later than the 60th day before the date of the public hearing if the governing body of each municipality, county, and school district, other than the municipality or county proposing to designate a reinvestment zone, that levies real property taxes in the proposed zone agrees to waive the requirement.

(f) A taxing unit may request additional information from the governing body of the municipality or county proposing to designate a

reinvestment zone. The governing body of the municipality or county shall provide the information requested to the extent practicable. In addition to the notice required by Subsection (e), the governing body of the municipality or county proposing to designate a reinvestment zone shall make a formal presentation to the governing body of each municipality, county, or school district, other than the municipality or county proposing to designate the zone, that levies real property taxes in the proposed reinvestment zone. The presentation must include a description of the proposed boundaries of the zone, the tentative plans for the development or redevelopment of the zone, and an estimate of the general impact of the proposed zone on property values and tax revenues. The governing body of the municipality or county shall notify each other taxing unit that levies real property taxes in the proposed zone of each presentation to be made to a municipality, county, or school district under this subsection. Members of the governing body of each taxing unit that levies real property taxes in the proposed zone may attend a presentation under this subsection. If agreed to by the municipalities, county, or school districts involved, the governing body of the municipality or county proposing to designate a reinvestment zone may make a single presentation to more than one municipal, county, or school district governing body.

(g) Not later than the 15th day after the date on which the notice required by Subsection (e) is given, each taxing unit that levies real property taxes in the proposed reinvestment zone shall designate a representative to meet with the governing body of the municipality or county proposing to designate a reinvestment zone to discuss the project plan and the reinvestment zone financing plan and shall notify the governing body of the municipality or county of its designation. At any time after the 15th day after the date on which the notice required by Subsection (e) has been given to every taxing unit, the governing body of the municipality or county proposing to designate a reinvestment zone may call a meeting of the representatives of the taxing units. The governing body of the municipality or county may call as many meetings as it considers necessary. Each representative shall be notified of each meeting in advance. At the meetings the governing body of the municipality or county and the representatives of the other taxing units may discuss

the boundaries of the zone, development in the zone, the tax increment that each taxing unit will contribute to the tax increment fund, the retention by a taxing unit of a portion of its tax increment as permitted by Section 311.013, the exclusion of particular parcels of property from the zone, the board of directors for the zone, and tax collection for the zone. On the motion of the governing body of the municipality or county calling the meeting, any other matter relevant to the proposed reinvestment zone may be discussed.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 16, eff. Sept. 1, 1989; Acts 1999, 76th Leg., ch. 983, Sec. 14, eff. June 18, 1999.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 36, eff. September 1, 2005.

Acts 2009, 81st Leg., R.S., Ch. 910, Sec. 1, eff. June 19, 2009.

Sec. 311.0031. ENTERPRISE ZONE. Designation of an area under the following other law constitutes designation of the area as a reinvestment zone under this chapter without further hearing or other procedural requirements other than those provided by the other law:

(1) Chapter 2303, Government Code; and

(2) Chapter 373A, Local Government Code.

Added by Acts 1989, 71st Leg., ch. 1106, Sec. 26, eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.95(22), eff. Sept. 1, 1995.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1175, Sec. 16, eff. September 1, 2007.

Sec. 311.004. CONTENTS OF REINVESTMENT ZONE ORDINANCE OR ORDER. (a) The ordinance or order designating an area as a reinvestment zone must:

(1) describe the boundaries of the zone with sufficient definiteness to identify with ordinary and reasonable certainty the territory included in the zone;

(2) create a board of directors for the zone and specify the number of directors of the board as provided by Section 311.009 or 311.0091, as applicable;

(3) provide that the zone take effect immediately upon passage of the ordinance or order;

(4) provide a date for termination of the zone;

(5) assign a name to the zone for identification, with the first zone created by a municipality or county designated as "Reinvestment Zone Number One, City (or Town, as applicable) of (name of municipality)," or "Reinvestment Zone Number One, (name of county) County," as applicable, and subsequently created zones assigned names in the same form numbered consecutively in the order of their creation;

(6) establish a tax increment fund for the zone; and

(7) contain findings that:

(A) improvements in the zone will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the municipality or county; and

(B) the area meets the requirements of Section 311.005.

(b) For purposes of complying with Subsection (a)(7)(A), the ordinance or order is not required to identify the specific parcels of real property to be enhanced in value.

(c) To designate a reinvestment zone under Section 311.005(a)(4), the governing body of a municipality or county must specify in the ordinance or order that the reinvestment zone is designated under that section.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 17, eff. Sept. 1, 1989; Acts 1999, 76th Leg., ch. 983, Sec. 1, eff. June 18, 1999; Acts 2001, 77th Leg., ch. 1162, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 36, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 14.002, eff. September 1, 2007.

Sec. 311.005. CRITERIA FOR REINVESTMENT ZONE. (a) To be designated as a reinvestment zone, an area must:

(1) substantially arrest or impair the sound growth of the municipality or county creating the zone, retard the provision of

housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:

(A) a substantial number of substandard, slum, deteriorated, or deteriorating structures;

(B) the predominance of defective or inadequate sidewalk or street layout;

(C) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

(D) unsanitary or unsafe conditions;

(E) the deterioration of site or other improvements;

(F) tax or special assessment delinquency exceeding the fair value of the land;

(G) defective or unusual conditions of title;

(H) conditions that endanger life or property by fire or other cause; or

(I) structures, other than single-family residential structures, less than 10 percent of the square footage of which has been used for commercial, industrial, or residential purposes during the preceding 12 years, if the municipality has a population of 100,000 or more;

(2) be predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality or county;

(3) be in a federally assisted new community located in the municipality or county or in an area immediately adjacent to a federally assisted new community; or

(4) be an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the municipality or county by the owners of property constituting at least 50 percent of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

(a-1) Notwithstanding Subsection (a), if the proposed project plan for a potential zone includes the use of land in the zone in connection with the operation of an existing or proposed regional commuter or mass transit rail system, or for a structure or facility

that is necessary, useful, or beneficial to such a regional rail system, the governing body of a municipality may designate an area as a reinvestment zone.

(b) In this section, "federally assisted new community" means a federally assisted area that has received or will receive assistance in the form of loan guarantees under Title X of the National Housing Act, if a portion of the federally assisted area has received grants under Section 107(a)(1) of the Housing and Community Development Act of 1974.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.05(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1106, Sec. 27, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1137, Sec. 18, eff. Sept. 1, 1989.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 37, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. 1347, Sec. 1, eff. June 18, 2005.

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 14.003, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1361, Sec. 1, eff. June 15, 2007.

Sec. 311.006. RESTRICTIONS ON COMPOSITION OF REINVESTMENT ZONE. (a) A municipality may not create a reinvestment zone if:

(1) more than 10 percent of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes; or

(2) the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds:

(A) 20 percent of the total appraised value of taxable real property in the municipality and in the industrial districts created by the municipality, if the municipality is the county seat of a county:

(i) that is adjacent to a county with a population of 3.3 million or more; and

(ii) in which a planned community is located that has 20,000 or more acres of land, that was originally established under the Urban Growth and New Community Development Act of 1970 (42 U.S.C. Section 4501 et seq.), and that is subject to restrictive

covenants containing ad valorem or annual variable budget-based assessments on real property; or

(B) 15 percent of the total appraised value of taxable real property in the municipality and in the industrial districts created by the municipality, if Paragraph (A) does not apply to the municipality.

(b) A municipality may not change the boundaries of an existing reinvestment zone to include property more than 10 percent of which, excluding property dedicated to public use, is used for residential purposes or to include more than 15 percent of the total appraised value of taxable real property in the municipality and in the industrial districts created by the municipality.

(c) A municipality may not create a reinvestment zone or change the boundaries of an existing reinvestment zone if the proposed zone or proposed boundaries of the zone contain more than 15 percent of the total appraised value of real property taxable by a county or school district.

(d) For purposes of this section, property is used for residential purposes if it is occupied by a house having fewer than five living units, and the appraised value is determined according to the most recent appraisal rolls of the municipality.

(e) Subsection (a)(1) does not apply to a reinvestment zone designated under Section 311.005(a)(4).

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 19, eff. Sept. 1, 1989. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 14.004, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 543, Sec. 1, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 910, Sec. 2, eff. June 19, 2009.

Sec. 311.007. CHANGING BOUNDARIES OF EXISTING ZONE. (a) Subject to the limitations provided by Section 311.006, if applicable, the boundaries of an existing reinvestment zone may be reduced or enlarged by ordinance or resolution of the governing body of the municipality or by order or resolution of the governing body of the

county that created the zone.

(b) The governing body of the municipality or county may enlarge an existing reinvestment zone to include an area described in a petition requesting that the area be included in the zone if the petition is submitted to the governing body of the municipality or county by the owners of property constituting at least 50 percent of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located. The composition of the board of directors of the zone continues to be governed by Section 311.009(a) or (b), whichever applied to the zone immediately before the enlargement of the zone, except that the membership of the board must conform to the requirements of the applicable subsection of Section 311.009 as applied to the zone after its enlargement. The provision of Section 311.006(b) relating to the amount of property used for residential purposes that may be included in the zone does not apply to the enlargement of a zone under this subsection.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 20, eff. Sept. 1, 1989. Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 38, eff. September 1, 2005.

Sec. 311.008. POWERS OF MUNICIPALITY OR COUNTY. (a) In this section, "educational facility" includes equipment, real property, and other facilities, including a public school building, that are used or intended to be used jointly by the municipality or county and an independent school district.

(b) A municipality or county may exercise any power necessary and convenient to carry out this chapter, including the power to:

(1) cause project plans to be prepared, approve and implement the plans, and otherwise achieve the purposes of the plan;

(2) acquire real property by purchase, condemnation, or other means to implement project plans and sell that property on the terms and conditions and in the manner it considers advisable;

(3) enter into agreements, including agreements with bondholders, determined by the governing body of the municipality or county to be necessary or convenient to implement project plans and

achieve their purposes, which agreements may include conditions, restrictions, or covenants that run with the land or that by other means regulate or restrict the use of land; and

(4) consistent with the project plan for the zone:

(A) acquire blighted, deteriorated, deteriorating, undeveloped, or inappropriately developed real property or other property in a blighted area or in a federally assisted new community in the zone for the preservation or restoration of historic sites, beautification or conservation, the provision of public works or public facilities, or other public purposes;

(B) acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements, including utilities, streets, street lights, water and sewer facilities, pedestrian malls and walkways, parks, flood and drainage facilities, or parking facilities, but not including educational facilities; or

(C) in a reinvestment zone created on or before September 1, 1999, acquire, construct, or reconstruct educational facilities in the municipality.

(c) The powers authorized by Subsection (b)(2) prevail over any law or municipal charter to the contrary.

(d) A municipality or county may make available to the public on request financial information regarding the acquisition by the municipality or county of land in the zone when the municipality or county acquires the land.

(e) The implementation of a project plan to alleviate a condition described by Section 311.005(a)(1), (2), or (3) and to promote development or redevelopment of a reinvestment zone in accordance with this chapter serves a public purpose.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1987, 70th Leg., 2nd C.S., ch. 44, Sec. 2, eff. Oct. 20, 1987; Acts 1999, 76th Leg., ch. 1521, Sec. 1, eff. June 19, 1999. Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 39, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. 1094, Sec. 40, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. 1347, Sec. 2, eff. June 18, 2005.

Sec. 311.0085. POWER OF CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality with a population of less than 130,000 as shown by the 2000 federal decennial census that has territory in three counties.

(b) In this section, "educational facility" has the meaning assigned by Section 311.008.

(c) In addition to exercising the powers described by Section 311.008, a municipality may enter into a new agreement, or amend an existing agreement, with a school district that is located in whole or in part in a reinvestment zone created by the municipality to dedicate revenue from the tax increment fund to the school district for acquiring, constructing, or reconstructing an educational facility located in or outside of the zone.

Added by Acts 2001, 77th Leg., ch. 1133, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 38, Sec. 1, eff. May 19, 2009.

Sec. 311.0087. RESTRICTION ON POWERS OF CERTAIN MUNICIPALITIES. (a) This section applies only to a proposed reinvestment zone:

(1) the designation of which is requested in a petition submitted under Section 311.005(a)(4) before July 31, 2004, to the governing body of a home-rule municipality that:

(A) has a population of more than 1.1 million;

(B) is located primarily in a county with a population of 1.5 million or less; and

(C) has created at least 20 reinvestment zones under this chapter; and

(2) that is the subject of a resolution of intent that was adopted before October 31, 2004, by the governing body of the municipality.

(b) If the municipality imposes a fee of more than $25,000 for processing the petition, the municipality may not require a property owner who submitted the petition, as a condition of designating the reinvestment zone or approving a development agreement, interlocal agreement, or project plan for the proposed reinvestment zone:

(1) to waive any rights of the owner under Chapter 245,

Local Government Code, or under any agreed order or settlement agreement to which the municipality is a party;

(2) to dedicate more than 20 percent of the owner's land in the area described in the petition as open-space land; or

(3) to use a nonconventional use pattern for a development to be located within the proposed reinvestment zone.

Added by Acts 2005, 79th Leg., Ch. 1347, Sec. 3, eff. June 18, 2005.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 14.005, eff. September 1, 2007.

Sec. 311.009. COMPOSITION OF BOARD OF DIRECTORS. (a) Except as provided by Subsection (b), the board of directors of a reinvestment zone consists of at least five and not more than 15 members, unless more than 15 members are required to satisfy the requirements of this subsection. Each taxing unit other than the municipality or county that created the zone that levies taxes on real property in the zone may appoint one member of the board. A unit may waive its right to appoint a director. The governing body of the municipality or county that created the zone may appoint not more than 10 directors to the board; except that if there are fewer than five directors appointed by taxing units other than the municipality or county, the governing body of the municipality or county may appoint more than 10 members as long as the total membership of the board does not exceed 15.

(b) If the zone was designated under Section 311.005(a)(4), the board of directors of the zone consists of nine members. Each school district, county, or municipality, other than the municipality or county that created the zone, that levies taxes on real property in the zone may appoint one member of the board if the school district, county, or municipality has approved the payment of all or part of the tax increment produced by the unit. The member of the state senate in whose district the zone is located is a member of the board, and the member of the state house of representatives in whose district the zone is located is a member of the board, except that either may designate another individual to serve in the member's place at the pleasure of the member. If the zone is located in more than one

senate or house district, this subsection applies only to the senator or representative in whose district a larger portion of the zone is located than any other senate or house district, as applicable. The remaining members of the board are appointed by the governing body of the municipality or county that created the zone.

(c) Members of the board are appointed for terms of two years unless longer terms are provided under Article XI, Section 11, of the Texas Constitution. Terms of members may be staggered.

(d) A vacancy on the board is filled for the unexpired term by appointment of the governing body of the taxing unit that appointed the director who served in the vacant position.

(e) To be eligible for appointment to the board by the governing body of the municipality or county that created the zone, an individual must:

(1) if the board is covered by Subsection (a):

(A) be a qualified voter of the municipality or county, as applicable; or

(B) be at least 18 years of age and own real property in the zone, whether or not the individual resides in the municipality or county; or

(2) if the board is covered by Subsection (b):

(A) be at least 18 years of age; and

(B) own real property in the zone or be an employee or agent of a person that owns real property in the zone.

(f) Each year the governing body of the municipality or county that created the zone shall appoint one member of the board to serve as chairman for a term of one year that begins on January 1 of the following year. The board of directors may elect a vice-chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The board may elect other officers as it considers appropriate.

(g) A member of the board of directors of a reinvestment zone:

(1) is not a public official by virtue of that position; and

(2) unless otherwise ineligible, may be appointed to serve concurrently on the board of directors of a local government corporation created under Subchapter D, Chapter 431, Transportation Code.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 21, eff. Sept. 1, 1989; Acts 1999, 76th Leg., ch. 983, Sec. 2, eff. June 18, 1999. Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 41, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 14.006, eff. September 1, 2007.

Sec. 311.0091. COMPOSITION OF BOARD OF DIRECTORS OF CERTAIN REINVESTMENT ZONES. (a) This section applies to a reinvestment zone designated by a municipality which is wholly or partially located in a county with a population of less than 1.4 million in which the principal municipality has a population of 1.1 million or more.

(b) Except as provided by Subsection (c), the board of directors of a reinvestment zone consists of at least five and not more than 15 members, unless more than 15 members are required to satisfy the requirements of this subsection. Each taxing unit that approves the payment of all or part of its tax increment into the tax increment fund is entitled to appoint a number of members to the board in proportion to the taxing unit's pro rata share of the total anticipated tax increment to be deposited into the tax increment fund during the term of the zone. In determining the number of members a taxing unit may appoint to the board, the taxing unit's percentage of anticipated pro rata contributions to the tax increment fund is multiplied by the number of members of the board, and a number containing a fraction that is one-half or greater shall be rounded up to the next whole number. Notwithstanding any other provision of this subsection, each taxing unit that approves the payment of all or part of its tax increment into the tax increment fund is entitled to appoint at least one member of the board, and the municipality that designated the zone is entitled to appoint at least as many members of the board as any other participating taxing unit. A taxing unit may waive its right to appoint a director.

(c) If the zone was designated under Section 311.005(a)(4), the board of directors of the zone consists of nine members, unless a greater number of members is necessary to comply with this subsection. Each taxing unit that approves the payment of all or part of its tax increment into the tax increment fund is entitled to

appoint a number of members to the board in proportion to the taxing unit's pro rata share of the total anticipated tax increment to be deposited into the tax increment fund during the term of the zone. In determining the number of members a taxing unit may appoint to the board, the taxing unit's percentage of anticipated pro rata contributions to the tax increment fund is multiplied by nine, and a number containing a fraction that is one-half or greater shall be rounded up to the next whole number. Notwithstanding any other provision of this subsection, each taxing unit that approves the payment of all or part of its tax increment into the tax increment fund is entitled to appoint at least one member of the board, and the municipality that designated the zone is entitled to appoint at least as many members of the board as any other participating taxing unit. A taxing unit may waive its right to appoint a director. The member of the state senate in whose district the zone is located is a member of the board, and the member of the state house of representatives in whose district the zone is located is a member of the board, except that either may designate another individual to serve in the member's place at the pleasure of the member. If the zone is located in more than one senate or house district, this subsection applies only to the senator or representative in whose district a larger portion of the zone is located than any other senate or house district, as applicable.

(d) Members of the board are appointed for terms of two years unless longer terms are provided under Section 11, Article XI, Texas Constitution. Terms of members may be staggered.

(e) A vacancy on the board is filled for the unexpired term by appointment of the governing body of the taxing unit that appointed the director who served in the vacant position.

(f) To be eligible for appointment to the board, an individual must:

(1) be a qualified voter of the municipality; or

(2) be at least 18 years of age and own real property in the zone or be an employee or agent of a person that owns real property in the zone.

(g) Each year the board of directors of a reinvestment zone shall elect one of its members to serve as presiding officer for a term of one year. The board of directors may elect an assistant

presiding officer to preside in the absence of the presiding officer or when there is a vacancy in the office of presiding officer. The board may elect other officers as it considers appropriate.

(h) A member of the board of directors of a reinvestment zone:

(1) is not a public official by virtue of that position; and

(2) unless otherwise ineligible, may be appointed to serve concurrently on the board of directors of a local government corporation created under Subchapter D, Chapter 431, Transportation Code.

Added by Acts 2001, 77th Leg., ch. 1162, Sec. 2, eff. Sept. 1, 2001.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 14.007, eff. September 1, 2007.

Sec. 311.010. POWERS AND DUTIES OF BOARD OF DIRECTORS. (a) The board of directors of a reinvestment zone shall make recommendations to the governing body of the municipality or county that created the zone concerning the administration of this chapter in the zone. The governing body of the municipality by ordinance or resolution or the county by order or resolution may authorize the board to exercise any of the municipality's or county's powers with respect to the administration, management, or operation of the zone or the implementation of the project plan for the zone, except that the governing body may not authorize the board to:

(1) issue bonds;

(2) impose taxes or fees;

(3) exercise the power of eminent domain; or

(4) give final approval to the project plan.

(b) The board of directors of a reinvestment zone and the governing body of the municipality or county that creates a reinvestment zone may each enter into agreements as the board or the governing body considers necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes. An agreement may provide for the regulation or restriction of the use of land by imposing conditions, restrictions, or covenants

that run with the land. An agreement may during the term of the agreement dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay any project costs that benefit the reinvestment zone, including project costs relating to the cost of buildings, schools, or other educational facilities owned by or on behalf of a school district, community college district, or other political subdivision of this state, railroad or transit facilities, affordable housing, the remediation of conditions that contaminate public or private land or buildings, the preservation of the facade of a private or public building, the demolition of public or private buildings, or the construction of a road, sidewalk, or other public infrastructure in or out of the zone, including the cost of acquiring the real property necessary for the construction of the road, sidewalk, or other public infrastructure. An agreement may dedicate revenue from the tax increment fund to pay the costs of providing affordable housing or areas of public assembly in or out of the zone.

(c) Subject to the approval of the governing body of the municipality that created the zone, the board of a zone designated by the governing body of a municipality under Section 311.005(a)(4) may exercise the power granted by Chapter 211, Local Government Code, to the governing body of the municipality that created the zone to restrict the use or uses of property in the zone. The board may provide that a restriction adopted by the board continues in effect after the termination of the zone. In that event, after termination of the zone the restriction is treated as if it had been adopted by the governing body of the municipality.

(d) The board of directors of a reinvestment zone may exercise any power granted to a municipality or county by Section 311.008, except that:

(1) the municipality or county that created the reinvestment zone by ordinance, resolution, or order may restrict any power granted to the board by this chapter; and

(2) the board may exercise a power granted to a municipality or county under Section 311.008(b)(2) only with the consent of the governing body of the municipality or county.

(e) After the governing body of a municipality by ordinance or the governing body of a county by order creates a reinvestment zone

under this chapter, the board of directors of the zone may exercise any power granted to a board under this chapter.

(f) The board of directors of a reinvestment zone and the governing body of the municipality or county that created the zone may enter into a contract with a local government corporation or a political subdivision to manage the reinvestment zone or implement the project plan and reinvestment zone financing plan for the term of the agreement. In this subsection, "local government corporation" means a local government corporation created by the municipality or county under Chapter 431, Transportation Code.

(g) Chapter 252, Local Government Code, does not apply to a dedication, pledge, or other use of revenue in the tax increment fund for a reinvestment zone by the board of directors of the zone in carrying out its powers under Subsection (b).

(h) Subject to the approval of the governing body of the municipality that created the zone, the board of directors of a reinvestment zone, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone. For purposes of this subsection, on approval of the municipality, the board of directors of the zone has all the powers of a municipality under Chapter 380, Local Government Code.

(i) The board of directors of a reinvestment zone or a local government corporation administering a reinvestment zone may contract with the municipality that created the zone to allocate from the tax increment fund for the zone an amount equal to the tax increment produced by the municipality and paid into the tax increment fund for the zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of the land in the zone, regardless of whether the costs

of those services are identified in the project plan or reinvestment zone financing plan for the zone.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 22, eff. Sept. 1, 1989; Acts 1991, 72nd C.S., ch. 11, Sec. 58, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 76, Sec. 5.95(23), eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 983, Sec. 3, eff. June 18, 1999. Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 42, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. 1347, Sec. 4, eff. June 18, 2005.

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 14.008, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1358, Sec. 1, eff. June 19, 2009.

Sec. 311.01005. COSTS ASSOCIATED WITH TRANSPORTATION OR TRANSIT PROJECTS. (a) In this section:

(1) "Bus rapid transit project" means a mass transportation facility designed to give preferential treatment to buses on a roadway in order to reduce bus travel time, improve service reliability, increase the convenience of users, and increase bus ridership, including:

(A) a fixed guideway, high occupancy vehicle lane, bus way, or bus lane;

(B) a transit center or station;

(C) a maintenance facility; and

(D) other real property associated with a bus rapid transit operation.

(2) "Rail transportation project" means a passenger rail facility, including:

(A) tracks;

(B) a rail line;

(C) a depot;

(D) a maintenance facility; and

(E) other real property associated with a passenger rail operation.

(b) This section does not affect the power of the board of directors of a reinvestment zone or the governing body of the

municipality that creates a reinvestment zone to enter into an agreement under Section 311.010(b) to dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay the costs of acquiring, constructing, operating, or maintaining property located in the zone or to acquire or reimburse acquisition costs of real property outside the zone for right-of-way or easements necessary to construct public rights-of-way or infrastructure that benefits the zone.

(c) An agreement under Section 311.010(b) may dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay the costs of acquiring land, or the development rights or a conservation easement in land, located outside the reinvestment zone, if:

(1) the zone is or will be served by a rail transportation project or bus rapid transit project;

(2) the land or the development rights or conservation easement in the land is acquired for the purpose of preserving the land in its natural or undeveloped condition; and

(3) the land is located in the county in which the zone is located.

(d) The board of directors of a reinvestment zone, if all of the members of the board are appointed by the municipality that creates the zone, or the governing body of the municipality that creates a reinvestment zone may enter into an agreement described by Subsection (c) only if:

(1) the board or the governing body determines that the acquisition of the land, or the development rights or conservation easement in the land, located outside the zone benefits or will benefit the zone by facilitating the preservation of regional open space in order to balance the regional effects of urban development promoted by the rail transportation project or bus rapid transit project; and

(2) the municipality that creates the reinvestment zone and the county in which the zone is located pay the same portion of their tax increment into the tax increment fund for the zone.

(e) Property acquired under Subsection (c) may not be acquired through condemnation.

Added by Acts 2005, 79th Leg., Ch. 1134, Sec. 1, eff. June 18, 2005.

Sec. 311.0101. PARTICIPATION OF DISADVANTAGED BUSINESSES IN CERTAIN ZONES. (a) It is the goal of the legislature, subject to the constitutional requirements spelled out by the United States Supreme Court in J. A. Croson Company v. City of Richmond (822 F.2d 1355) and as hereafter further elaborated by federal and state courts, that all disadvantaged businesses in the zone designated under Section 311.005 (a)(4) be given full and complete access to the procurement process whereby supplies, materials, services, and equipment are acquired by the board. It is also the intent of the legislature that to the extent constitutionally permissible, a preference be given to disadvantaged businesses. The board and general contractor shall give preference, among bids or other proposals that are otherwise comparable, to a bid or other proposal by a disadvantaged business having its home office located in this state.

(b) It is the intent of the legislature that the zone shall:

(1) implement a program or programs targeted to disadvantaged businesses in order to inform them fully about the zone procurement process and the requirements for their participation in that process;

(2) implement such steps as are necessary to ensure that all disadvantaged businesses are made fully aware of opportunities in the zone, including but not limited to specific opportunities to submit bids and proposals. Steps that may be appropriate in certain circumstances include mailing requests for proposals or notices inviting bids to all disadvantaged businesses in the county;

(3) require prime contractors, as part of their responses to requests for proposals or bids, to make a specific showing of how they intend to maximize participation by disadvantaged businesses as subcontractors. The zone shall be required to evaluate such actions by prime contractors as a factor in the award of contracts within the zone procurement process;

(4) identify disadvantaged businesses in the county that provide or have the potential to provide supplies, materials, services, and equipment to the zone; and

(5) identify barriers to participation by disadvantaged businesses in the zone procurement process, such as bonding, insurance, and working capital requirements that may be imposed on

businesses.

(c) It is the intent of the legislature that the zone shall be required to develop a program pursuant to this Act for the purchase of supplies, materials, services, and equipment and that the board of the zone compile a report on an annual basis listing the total number and dollar amount of contracts awarded to disadvantaged businesses during the previous year as well as the total number and dollar amount of all contracts awarded. Such annual report shall be available for inspection by the general public during regular business hours.

(d) The board by rule shall adopt goals for the participation of minority business enterprises and women-owned business enterprises in the awarding of state contracts for professional services. To implement the participation goals, the board shall encourage each issuer to award to minority business enterprises and women-owned business enterprises not less than 15 percent of the total value of all professional services contract awards that the issuer expects to make in its fiscal year.

Added by Acts 1989, 71st Leg., ch. 1137, Sec. 23, eff. Sept. 1, 1989. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 14.009, eff. September 1, 2007.

Sec. 311.011. PROJECT AND FINANCING PLANS. (a) The board of directors of a reinvestment zone shall prepare and adopt a project plan and a reinvestment zone financing plan for the zone and submit the plans to the governing body of the municipality or county that created the zone. The plans must be as consistent as possible with the preliminary plans developed for the zone before the creation of the board.

(b) The project plan must include:

(1) a map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property;

(2) proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable;

(3) a list of estimated nonproject costs; and

(4) a statement of a method of relocating persons to be displaced as a result of implementing the plan.

(c) The reinvestment zone financing plan must include:

(1) a detailed list describing the estimated project costs of the zone, including administrative expenses;

(2) a statement listing the kind, number, and location of all proposed public works or public improvements in the zone;

(3) an economic feasibility study;

(4) the estimated amount of bonded indebtedness to be incurred;

(5) the time when related costs or monetary obligations are to be incurred;

(6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone;

(7) the current total appraised value of taxable real property in the zone;

(8) the estimated captured appraised value of the zone during each year of its existence; and

(9) the duration of the zone.

(d) The governing body of the municipality or county that created the zone must approve a project plan or reinvestment zone financing plan after its adoption by the board. The approval must be by ordinance, in the case of a municipality, or by order, in the case of a county, that finds that the plan is feasible and conforms to the master plan, if any, of the municipality or to subdivision rules and regulations, if any, of the county.

(e) The board of directors of the zone at any time may adopt an amendment to the project plan consistent with the requirements and limitations of this chapter. The amendment takes effect on approval by the governing body of the municipality or county that created the zone. That approval must be by ordinance, in the case of a municipality, or by order, in the case of a county. If an amendment reduces or increases the geographic area of the zone, increases the amount of bonded indebtedness to be incurred, increases or decreases

the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality or county, the approval must be by ordinance or order, as applicable, adopted after a public hearing that satisfies the procedural requirements of Sections 311.003(c) and (d).

(f) In a zone designated under Section 311.005(a)(4) that is located in a county with a population of 3.3 million or more, the project plan must provide that at least one-third of the tax increment of the zone be used to provide affordable housing during the term of the zone.

(g) An amendment to the project plan or the reinvestment zone financing plan for a zone does not apply to a school district that participates in the zone unless the governing body of the school district by official action approves the amendment, if the amendment:

(1) has the effect of directly or indirectly increasing the percentage or amount of the tax increment to be contributed by the school district; or

(2) requires or authorizes the municipality or county creating the zone to issue additional tax increment bonds or notes.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 24, eff. Sept. 1, 1989; Acts 1999, 76th Leg., ch. 983, Sec. 4, eff. June 18, 1999; Acts 2001, 77th Leg., ch. 669, Sec. 120, eff. Sept. 1, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 43, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 14.010, eff. September 1, 2007.

Sec. 311.012. DETERMINATION OF AMOUNT OF TAX INCREMENT. (a) The amount of a taxing unit's tax increment for a year is the amount of property taxes levied and assessed by the unit for that year on the captured appraised value of real property taxable by the unit and located in a reinvestment zone or the amount of property taxes levied and collected by the unit for that year on the captured appraised value of real property taxable by the unit and located in a reinvestment zone. The governing body of a taxing unit shall

determine which of the methods specified by this subsection is used to calculate the amount of the unit's tax increment.

(b) The captured appraised value of real property taxable by a taxing unit for a year is the total appraised value of all real property taxable by the unit and located in a reinvestment zone for that year less the tax increment base of the unit.

(c) The tax increment base of a taxing unit is the total appraised value of all real property taxable by the unit and located in a reinvestment zone for the year in which the zone was designated under this chapter.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 983, Sec. 5, eff. June 18, 1999. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 910, Sec. 3, eff. June 19, 2009.

Sec. 311.0123. SALES TAX INCREMENT. (a) In this section, "sales tax base" for a reinvestment zone means the amount of municipal sales and use taxes attributable to the zone for the year in which the zone was designated under this chapter.

(b) The governing body of a municipality may determine, in an ordinance designating an area as a reinvestment zone or in an ordinance adopted subsequent to the designation of a zone, the portion or amount of tax increment generated from municipal sales and use taxes attributable to the zone, above the sales tax base, to be deposited into the tax increment fund. Nothing in this section requires a municipality to contribute sales tax increment into a tax increment fund.

(c) Before the issuance of a bond, note, or other obligation under this chapter that pledges the payments into the tax increment fund under Subsection (b), the governing body of a municipality may enter into an agreement, under Subchapter E, Chapter 271, Local Government Code, to authorize and direct the comptroller to:

(1) withhold from any payment to which the municipality may be entitled the amount of the payment into the tax increment fund under Subsection (b);

(2) deposit that amount into the tax increment fund; and

(3) continue withholding and making additional payments

into the tax increment fund until an amount sufficient to satisfy the amount due has been met.

(d) A local government corporation created under Chapter 431, Transportation Code, that has contracted with a reinvestment zone and a municipality under Section 311.010(f) may be a party to an agreement under Subsection (c) and the agreement may provide for payments to be made to a paying agent of the local government corporation.

(e) The sales and use taxes to be deposited into the tax increment fund under this section may be disbursed from the fund only to:

(1) satisfy claims of holders of tax increment bonds, notes, or other obligations issued or incurred for the reinvestment zone;

(2) pay project costs for the zone; and

(3) make payments in accordance with an agreement made under Section 311.010(b) dedicating revenue from the tax increment fund.

Added by Acts 2005, 79th Leg., Ch. 114, Sec. 1, eff. May 20, 2005.
Amended by:
Acts 2007, 80th Leg., R.S., Ch. 189, Sec. 1, eff. May 23, 2007.

Sec. 311.0125. TAX ABATEMENT AGREEMENTS. (a) Notwithstanding any provision in this chapter to the contrary, a taxing unit other than a school district may enter into a tax abatement agreement with an owner of real or personal property in a reinvestment zone, regardless of whether the taxing unit deposits or agrees to deposit any portion of its tax increment into the tax increment fund.

(b) To be effective, an agreement to abate taxes on real property in a reinvestment zone must be approved by:

(1) the board of directors of the reinvestment zone; and

(2) the governing body of each taxing unit that imposes taxes on real property in the reinvestment zone and deposits or agrees to deposit any of its tax increment into the tax increment fund for the zone.

(c) In any contract entered into by the board of directors of a reinvestment zone in connection with bonds or other obligations, the board may convenant that the board will not approve a tax abatement

agreement that applies to real property in that zone.

(d) If a taxing unit enters into a tax abatement agreement authorized by this section, taxes that are abated under that agreement are not considered taxes to be imposed or produced by that taxing unit in calculating the amount of:

(1) the tax increment of that taxing unit; or

(2) that taxing unit's deposit to the tax increment fund for the reinvestment zone.

(e) The Texas Department of Economic Development or its successor may recommend that a taxing unit enter into a tax abatement agreement with a person under this chapter. In determining whether to approve an agreement to abate taxes on real property in a reinvestment zone under Subsection (b), the board of directors of the reinvestment zone and the governing body of a taxing unit shall consider any recommendation made by the Texas Department of Economic Development or its successor.

Added by Acts 1999, 76th Leg., ch. 983, Sec. 6, eff. June 18, 1999. Amended by Acts 2003, 78th Leg., ch. 978, Sec. 4, eff. Sept. 1, 2003.

Sec. 311.013. COLLECTION AND DEPOSIT OF TAX INCREMENTS. (a) Each taxing unit that taxes real property located in a reinvestment zone shall provide for the collection of its taxes in the zone as for any other property taxed by the unit.

(b) Each taxing unit shall pay into the tax increment fund for the zone an amount equal to the tax increment produced by the unit, less the sum of:

(1) property taxes produced from the tax increments that are, by contract executed before the designation of the area as a reinvestment zone, required to be paid by the unit to another political subdivision; and

(2) for a taxing unit other than the municipality that created the zone, a portion, not to exceed 15 percent, of the tax increment produced by the unit as provided by the reinvestment zone financing plan or a larger portion as provided by Subsection (f).

(c) Notwithstanding any termination of the reinvestment zone under Section 311.017(a), a taxing unit shall make a payment required by Subsection (b) not later than the 90th day after the delinquency

date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of 10 percent.

(d) If the reinvestment zone is created on or after August 29, 1983, a taxing unit is not required to pay a tax increment into the tax increment fund of the zone after three years from the date the zone is created unless the following conditions exist or have been met within the three-year period:

(1) bonds have been issued for the zone under Section 311.015;

(2) the municipality or county that created the zone has acquired property in the zone pursuant to the project plan; or

(3) construction of improvements pursuant to the project plan has begun in the zone.

(e) If the reinvestment zone was created before August 29, 1983, a taxing unit is not required to pay a tax increment into the tax increment fund of the zone after September 1, 1986, unless the following conditions existed or were met before September 1, 1986:

(1) bonds were issued for the zone under Section 311.015;

(2) the municipality acquired property in the zone pursuant to the project plan; or

(3) construction of improvements pursuant to the project plan has begun in the zone.

(f) A taxing unit is not required to pay into the tax increment fund any of its tax increment produced from property located in a reinvestment zone designated under Section 311.005(a) or in an area added to a reinvestment zone under Section 311.007 unless the taxing unit enters into an agreement to do so with the governing body of the municipality or county that created the zone. A taxing unit may enter into an agreement under this subsection at any time before or after the zone is created or enlarged. The agreement may include conditions for payment of that tax increment into the fund and must specify the portion of the tax increment to be paid into the fund and the years for which that tax increment is to be paid into the fund. The agreement and the conditions in the agreement are binding on the taxing unit, the municipality or county, and the board of directors of the zone.

(g) Subject to the provisions of Section 311.0125, in lieu of

permitting a portion of its tax increment to be paid into the tax increment fund, and notwithstanding the provisions of Section 312.203, a taxing unit, including a municipality, may elect to offer the owners of taxable real property in a reinvestment zone created under this chapter an exemption from taxation of all or part of the value of the property. To be effective, an agreement to exempt real property from ad valorem taxes under this subsection must be approved by:

(1) the board of directors of the reinvestment zone; and

(2) the governing body of each taxing unit that imposes taxes on real property in the reinvestment zone and deposits or agrees to deposit any of its tax increment into the tax increment fund for the zone.

(h) Repealed by Acts 2003, 78th Leg., ch. 8, Sec. 1, eff. April 24, 2003.

(i) Notwithstanding Subsection (c) and Section 311.012(a), a taxing unit is not required to pay into a tax increment fund the applicable portion of a tax increment attributable to delinquent taxes until those taxes are collected.

(j) Section 26.05(f) does not prohibit a taxing unit from depositing all of the tax increment produced by the taxing unit in a reinvestment zone into the tax increment fund for that zone.

(k) A school district is not required to pay into the tax increment fund any of its tax increment produced from property located in an area added to the reinvestment zone under Section 311.007(a) or (b) unless the governing body of the school district enters into an agreement to do so with the governing body of the municipality or county that created the zone. The governing body of a school district may enter into an agreement under this subsection at any time before or after the zone is created or enlarged. The agreement may include conditions for payment of that tax increment into the fund and must specify the portion of the tax increment to be paid into the fund and the years for which that tax increment is to be paid into the fund. The agreement and the conditions in the agreement are binding on the school district, the municipality or county, and the board of directors of the zone.

(l) The governing body of a municipality that designates an area as a reinvestment zone may determine, in the designating

ordinance adopted under Section 311.003 or in the ordinance adopted under Section 311.011 approving the reinvestment zone financing plan for the zone, the portion of the tax increment produced by the municipality that the municipality is required to pay into the tax increment fund for the zone. If a municipality does not determine the portion of the tax increment produced by the municipality that the municipality is required to pay into the tax increment fund for a reinvestment zone, the municipality is required to pay into the fund for the zone the entire tax increment produced by the municipality, except as provided by Subsection (b)(1).

(m) The governing body of a municipality that is located in a county with a population of more than 1.4 million but less than 2.1 million or in a county with a population of 3.3 million or more by ordinance may reduce the portion of the tax increment produced by the municipality that the municipality is required to pay into the tax increment fund for the zone. The municipality may not reduce under this subsection the portion of the tax increment produced by the municipality that the municipality is required to pay into the tax increment fund for the zone unless the municipality provides each county that has entered into an agreement with the municipality to pay all or a portion of the county's tax increment into the fund an opportunity to enter into an agreement with the municipality to reduce the portion of the tax increment produced by the county that the county is required to pay into the tax increment fund for the zone by the same proportion that the portion of the municipality's tax increment that the municipality is required to pay into the fund is reduced. The portion of the tax increment produced by a municipality that the municipality is required to pay into the tax increment fund for a reinvestment zone, as reduced by the ordinance adopted under this subsection, together with all other revenues required to be paid into the fund, must be sufficient to complete and pay for the estimated costs of projects listed in the reinvestment zone financing plan and pay any tax increment bonds or notes issued for the zone, and any other obligations of the zone.

(n) This subsection applies only to a school district whose taxable value computed under Section 403.302(d), Government Code, is reduced in accordance with Subdivision (4) of that subsection. In addition to the amount otherwise required to be paid into the tax

increment fund, the district shall pay into the fund an amount equal to the amount by which the amount of taxes the district would have been required to pay into the fund in the current year if the district levied taxes at the rate the district levied in 2005 exceeds the amount the district is otherwise required to pay into the fund in the year of the reduction.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 25, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 17.06, eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 112, Sec. 1, eff. Aug. 30, 1993; Acts 1999, 76th Leg., ch. 983, Sec. 7, eff. June 18, 1999; Acts 2003, 78th Leg., ch. 8, Sec. 1, eff. April 24, 2003.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 44, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. 1347, Sec. 5, eff. June 18, 2005.

Acts 2006, 79th Leg., 3rd C.S., Ch. 5, Sec. 1.16, eff. May 31, 2006.

Acts 2009, 81st Leg., R.S., Ch. 910, Sec. 4, eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1328, Sec. 89, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1358, Sec. 2, eff. June 19, 2009.

Sec. 311.014. TAX INCREMENT FUND. (a) In addition to the deposits required by Section 311.013, all revenues from the sale of tax increment bonds or notes, revenues from the sale of any property acquired as part of the tax increment financing plan, and other revenues to be used in the reinvestment zone shall be deposited in the tax increment fund for the zone.

(b) Money may be disbursed from the fund only to satisfy claims of holders of tax increment bonds or notes issued for the zone, to pay project costs for the zone, to make payments pursuant to an agreement made under Section 311.010(b) dedicating revenue from the tax increment fund, or to repay other obligations incurred for the zone.

(c) Subject to an agreement with the holders of tax increment bonds or notes, money in a tax increment fund may be temporarily invested in the same manner as other funds of the municipality or county that created the zone.

(d) After all project costs, all tax increment bonds or notes issued for a reinvestment zone, and any other obligations incurred for the zone have been paid, and subject to any agreement with bondholders, any money remaining in the tax increment fund shall be paid to the municipality or county that created the zone and other taxing units levying taxes on property in the zone in proportion to the municipality's or county's and each other unit's respective share of the total amount of tax increments derived from taxable real property in the zone that were deposited in the fund during the fund's existence.

(e) A taxing unit that levies taxes on real property in a reinvestment zone may make a loan to the board of directors of the zone for deposit in the tax increment fund for the zone if the governing body of the taxing unit determines that the loan is beneficial to, and serves a public purpose of, the taxing unit. The loan is payable on the terms agreed to by the taxing unit, or an instrumentality of the taxing unit if applicable, and the board of directors of the zone. A loan under this subsection:

(1) is not considered to be a tax increment bond or note under Section 311.015; and

(2) is considered to be:

(A) an authorized investment under Chapter 2256, Government Code; and

(B) an obligation incurred for the zone.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 26, eff. Sept. 1, 1989. Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 45, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 189, Sec. 2, eff. May 23, 2007.

Sec. 311.015. TAX INCREMENT BONDS AND NOTES. (a) A municipality creating a reinvestment zone may issue tax increment bonds or notes, the proceeds of which may be used to pay project costs for the reinvestment zone on behalf of which the bonds or notes were issued or to satisfy claims of holders of the bonds or notes. The municipality may issue refunding bonds or notes for the payment or retirement of tax increment bonds or notes previously issued by it.

(b) Tax increment bonds and notes are payable, as to both principal and interest, solely from the tax increment fund established for the reinvestment zone. The governing body of the municipality may pledge irrevocably all or part of the fund for payment of tax increment bonds or notes. The part of the fund pledged in payment may be used only for the payment of the bonds or notes or interest on the bonds or notes until the bonds or notes have been fully paid. A holder of the bonds or notes or of coupons issued on the bonds has a lien against the fund for payment of the bonds or notes and interest on the bonds or notes and may protect or enforce the lien at law or in equity.

(c) Tax increment bonds are issued by ordinance of the municipality without any additional approval other than that of the attorney general.

(d) Tax increment bonds or notes, together with the interest on and income from those bonds or notes, are exempt from all taxes.

(e) The issuing municipality may provide in the contract with the owners or holders of tax increment bonds that it will pay into the tax increment fund all or any part of the revenue produced or received from the operation or sale of a facility acquired, improved, or constructed pursuant to a project plan, to be used to pay principal and interest on the bonds. If the municipality agrees, the owners or holders of tax increment bonds may have a lien or mortgage on a facility acquired, improved, or constructed with the proceeds of the bonds.

(f) Tax increment bonds may be issued in one or more series. The ordinance approving a tax increment bond or note, or the trust indenture or mortgage issued in connection with the bond or note, shall provide:

(1) the date that the bond or note bears;

(2) that the bond or note is payable on demand or at a specified time;

(3) the interest rate that the bond or note bears;

(4) the denomination of the bond or note;

(5) whether the bond or note is in coupon or registered form;

(6) the conversion or registration privileges of the bond or note;

(7) the rank or priority of the bond or note;

(8) the manner of execution of the bond or note;

(9) the medium of payment in which and the place or places at which the bond or note is payable;

(10) the terms of redemption, with or without premium, to which the bond or note is subject;

(11) the manner in which the bond or note is secured; and

(12) any other characteristic of the bond or note.

(g) A bond or note issued under this chapter is fully negotiable. In a suit, action, or other proceeding involving the validity or enforceability of a bond or note issued under this chapter or the security of a bond or note issued under this chapter, if the bond or note recites in substance that it was issued by the municipality for a reinvestment zone, the bond or note is conclusively deemed to have been issued for that purpose, and the development or redevelopment of the zone is conclusively deemed to have been planned, located, and carried out as provided by this chapter.

(h) A bank, trust company, savings bank or institution, savings and loan association, investment company or other person carrying on a banking or investment business; an insurance company, insurance association, or other person carrying on an insurance business; or an executor, administrator, curator, trustee, or other fiduciary may invest any sinking funds, money, or other funds belonging to it or in its control in tax increment bonds or notes issued under this chapter. Tax increment bonds or notes are authorized security for all public deposits. A person, political subdivision, or public or private officer may use funds owned or controlled by the person, political subdivision, or officer to purchase tax increment bonds or notes. This chapter does not relieve any person of the duty to exercise reasonable care in selecting securities.

(i) A tax increment bond or note is not a general obligation of the municipality issuing the bond or note. A tax increment bond or note does not give rise to a charge against the general credit or taxing powers of the municipality and is not payable except as provided by this chapter. A tax increment bond or note issued under this chapter must state the restrictions of this subsection on its face.

(i-1) A municipality's obligation to deposit sales and use

taxes into the tax increment fund is not a general obligation of the municipality. An obligation to make payments from sales and use taxes under Section 311.0123 does not give rise to a charge against the general credit or taxing powers of the municipality and is not payable except as provided by this chapter. A tax increment bond or note issued under this chapter that pledges payments made under Section 311.0123 must state the restrictions of this subsection on its face.

(j) A tax increment bond or note may not be included in any computation of the debt of the issuing municipality.

(k) A municipality may not issue tax increment bonds or notes in an amount that exceeds the total cost of implementing the project plan for the reinvestment zone for which the bonds or notes are issued.

(l) A tax increment bond or note must mature within 20 years of the date of issue.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2005, 79th Leg., Ch. 114, Sec. 2, eff. May 20, 2005.

Sec. 311.016. ANNUAL REPORT BY MUNICIPALITY OR COUNTY. (a) On or before the 90th day following the end of the fiscal year of the municipality or county, the governing body of a municipality or county shall submit to the chief executive officer of each taxing unit that levies property taxes on real property in a reinvestment zone created by the municipality or county a report on the status of the zone. The report must include:

(1) the amount and source of revenue in the tax increment fund established for the zone;

(2) the amount and purpose of expenditures from the fund;

(3) the amount of principal and interest due on outstanding bonded indebtedness;

(4) the tax increment base and current captured appraised value retained by the zone; and

(5) the captured appraised value shared by the municipality or county and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted

by the governing body of the municipality or county.

Text of subsection as amended by Acts 2005, 79th Leg., R.S., Ch. 977, Sec. 2

(b) The municipality shall send a copy of a report made under this section to the comptroller.

Text of subsection as amended by Acts 2005, 79th Leg., R.S., Ch. 1094, Sec. 46

(b) The municipality or county shall send a copy of a report made under this section to:

(1) the attorney general; and

(2) the comptroller.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.06(a), eff. Aug. 28, 1989; Acts 2001, 77th Leg., ch. 471, Sec. 1, eff. June 11, 2001; Acts 2001, 77th Leg., ch. 471, Sec. 2, eff. June 11, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 977, Sec. 2, eff. June 18, 2005.

Acts 2005, 79th Leg., Ch. 1094, Sec. 46, eff. September 1, 2005.

Sec. 311.0163. ANNUAL REPORT BY COMPTROLLER. (a) Not later than December 31 of each even-numbered year, the comptroller shall submit a report to the legislature and to the governor on reinvestment zones designated under this chapter and on project plans and reinvestment zone financing plans adopted under this chapter.

(b) A report submitted under this section must include, for each reinvestment zone designated under this chapter, a summary of the information reported under Section 311.016.

Added by Acts 2001, 77th Leg., ch. 471, Sec. 3, eff. June 11, 2001.

Sec. 311.017. TERMINATION OF REINVESTMENT ZONE. (a) A reinvestment zone terminates on the earlier of:

(1) the termination date designated in the ordinance or order, as applicable, creating the zone or an earlier or later termination date designated by an ordinance or order adopted subsequent to the ordinance or order creating the zone; or

(2) the date on which all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full.

Text of subsection as added by Acts 2009, 81st Leg., R.S., Ch. 137, Sec. 1

(a-1) This subsection applies only to a reinvestment zone created by a municipality that has a population of 195,000 or more and is the county seat of a county that has a population of 245,000 or less. Notwithstanding Subsection (a)(1), a municipality by ordinance adopted subsequent to the ordinance adopted by the municipality creating a reinvestment zone may designate a termination date for the zone that is later than the termination date designated in the ordinance creating the zone but not later than the 20th anniversary of that date. If a municipality adopts an ordinance extending the termination date for a reinvestment zone as authorized by this subsection, the zone terminates on the earlier of:

(1) the termination date designated in the ordinance; or

(2) the date provided by Subsection (a)(2).

Text of subsection as added by Acts 2009, 81st Leg., R.S., Ch. 910, Sec. 5

(a-1) Notwithstanding the designation of a later termination date under Subsection (a), a taxing unit that taxes real property located in the reinvestment zone, other than the municipality or county that created the zone, is not required to pay any of its tax increment into the tax increment fund for the zone after the termination date designated in the ordinance or order creating the zone unless the governing body of the taxing unit enters into an agreement to do so with the governing body of the municipality or county that created the zone.

(b) The tax increment pledged to the payment of bonds and interest on the bonds and to the payment of any other obligations may be discharged and the reinvestment zone may be terminated if the municipality or county that created the zone deposits or causes to be deposited with a trustee or other escrow agent authorized by law funds in an amount that, together with the interest on the investment of the funds in direct obligations of the United States, will be sufficient to pay the principal of, premium, if any, and interest on all bonds issued on behalf of the reinvestment zone at maturity or at the date fixed for redemption of the bonds, and to pay any other amounts that may become due, including compensation due or to become due to the trustee or escrow agent, as well as to pay the principal of and interest on any other obligations incurred on behalf of the zone.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 46, eff. September 1, 2005.
Acts 2007, 80th Leg., R.S., Ch. 189, Sec. 3, eff. May 23, 2007.
Acts 2009, 81st Leg., R.S., Ch. 137, Sec. 1, eff. May 23, 2009.
Acts 2009, 81st Leg., R.S., Ch. 910, Sec. 5, eff. June 19, 2009.

Sec. 311.018. CONFLICTS WITH MUNICIPAL CHARTER. To the extent of a conflict between this chapter and a municipal charter, this chapter controls.

Added by Acts 1999, 76th Leg., ch. 983, Sec. 8, eff. June 18, 1999.

Sec. 311.019. CENTRAL REGISTRY. (a) The comptroller shall maintain a central registry of:

(1) reinvestment zones designated under this chapter;

(2) project plans and reinvestment zone financing plans adopted under this chapter; and

(3) annual reports submitted under Section 311.016.

(b) A municipality or county that designates a reinvestment zone or approves a project plan or reinvestment zone financing plan under this chapter shall deliver to the comptroller before April 1 of the year following the year in which the zone is designated or the plan is approved a report containing:

(1) a general description of each zone, including:

(A) the size of the zone;

(B) the types of property located in the zone;

(C) the duration of the zone; and

(D) the guidelines and criteria established for the zone under Section 311.005;

(2) a copy of each project plan or reinvestment zone financing plan adopted; and

(3) any other information required by the comptroller to administer this section and Subchapter F, Chapter 111.

(c) A municipality or county that amends or modifies a project plan or reinvestment zone financing plan adopted under this chapter shall deliver a copy of the amendment or modification to the comptroller before April 1 of the year following the year in which the plan was amended or modified.

Added by Acts 2001, 77th Leg., ch. 471, Sec. 4, eff. June 11, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 47, eff. September 1, 2005.

Sec. 311.020. STATE ASSISTANCE. (a) On request of the governing body of a municipality or county or of the presiding officer of the governing body, the comptroller may provide assistance to a municipality or county relating to the administration of this chapter.

(b) The Texas Department of Economic Development and the comptroller may provide technical assistance to a municipality or county regarding:

(1) the designation of reinvestment zones under this chapter; and

(2) the adoption and execution of project plans or reinvestment zone financing plans under this chapter.

Added by Acts 2001, 77th Leg., ch. 471, Sec. 4, eff. June 11, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 48, eff. September 1, 2005.

AI-28264 **8. C.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Resolution supporting the Kika de la Garza Subtropical Agriculture Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 08:07 AM
Roland Garcia	Rolando Garcia	08/25/2011 09:45 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Erika Reyna Started On: 08/24/2011 05:37 PM

Final Approval Date: 08/25/2011

AI-28287 **8. D.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in honor of Benny Layton, Sr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 04:17 PM
Budget & Management	Merlen P. Munoz	08/25/2011 04:17 PM
Roland Garcia		
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 08/25/2011 03:57 PM

AI-28194 **9. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Judge Homero Garza **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Court At Law No. 3 - Probate (1100):
Requesting approval for reimbursement of travel expenses to Roland P. Quintanilla, Court Reporter, in the amount of $1,511.77 while attending the National Court Reporters Association - 2011 Annual Convention & Exposition on July 28-31, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-023-001-0-XXX

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

BUDGETARY IMPACT:

1-1100-412-00-023-001-0-583, funds in the amount of $2,353.08, available as of 08/23/2011.
1-1100-412-00-023-001-0-584, funds in the amount of $510.00, available as of 08/23/2011.

Attachments

Back-up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/23/2011 10:29 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Sylvia Solis Started On: 08/23/2011

Final Approval Date: 08/25/2011

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

EMPLOYEE NAME : ROLAND P. QUINTANILLA
DEPARTMENT: PROBATE COURT
TRAVEL TO CITY : LAS VEGAS
STATE: NV
DEPARTURE DATE: 7/28/2011
RETURN DATE: 7/31/2011
TIME OF DEPARTURE: 9:45 PM
TIME OF RETURN: 5:35 AM
PURPOSE OF TRIP : CONTINUING EDUCATION TO MAINTAIN COURT REPORTER LICENSE

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

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2008						
	MONTH / DAY 7/28	MONTH / DAY 7/29	MONTH / DAY 7/30	MONTH / DAY 7/31	MONTH / DAY 8/1	MONTH / DAY 8/2	TOTALS
Airline / Bus / Train	$ 533.82						$ 533.82
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.55	-
NOTE: Mileage is calculated on a point-to-point basis using the Texas Mileage Guide, plus reasonable incidental travel. 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)	362.95						362.95
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees	510.00						510.00
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	2						
With Receipts = 1 / Without Receipts = 2	2	2	2	2			
Breakfast ($9 per diem)		9.00	9.00	9.00			
Lunch ($12 per diem)		12.00	12.00				
Dinner ($18 per diem)	18.00	18.00	18.00				
Total Actual Meal Expense	18.00	39.00	39.00	9.00	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	18.00	39.00	39.00	9.00			105.00
Other (Please explain below):							-
Explanation Notes:							

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

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

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 1,511.77
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 1,511.77
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

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

Roland P. Quintanilla — EMPLOYEE SIGNATURE
8-18-11 — DATE

APPROVED BY: _____ DIVISION DIRECTOR/SUPERVISOR — DATE

APPROVED FOR PAYMENT BY: _____ DEPARTMENT HEAD

1-1100-412-00-023-001-0-583
GENERAL LEDGER ACCOUNT NUMBER
1-1100-412-00-023-001-0-584

COUNTY AUDITOR'S FORM: T-4 (01/09)

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

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CONFIRMATION #A635618

HERE IS A COPY OF YOUR ITINERARY. PLEASE USE THE CONFIRMATION NUMBER FOR 24-HOUR ADVANCE CHECK-IN.

1 Customer Information

Customer Name: ROLAND QUINTANILLA **Customer ID:** 0396541 **Book Date:** 7/20/2011

2 Flight

Leg	Date	Flight	Depart	Time	Arrive	Time
1A	Thu, Jul 28	415	MC ALLEN,TX (MFE)	09:45 pm	LAS VEGAS,NV (LAS)	10:35 pm
2A	Sun, Jul 31	416	LAS VEGAS,NV (LAS)	05:35 am	MC ALLEN,TX (MFE)	10:30 am

#	Passengers	Seat Flight 415	Seat Flight 416	Checked Bags
1	QUINTANILLA, ROLAND	19F	9A	0

3 Attractions

Description	Price	Qty	Total
ROUND-TRIP SHUTTLE MCCARRAN AIRPORT	$14.99	1	$14.99

Please take this confirmation to the Gray Line Airport Shuttle transportation booth or the Gray Line Airport Greeter located outside door #9 or #10 of baggage claim area. Gray Line will redeem your voucher and issue your return ticket with instructions for booking your return pick up date and time to depart your hotel. This is a round trip, shared shuttle from McCarran International Airport to your hotel. For return shuttle reservations, call Gray Line Airport Shuttle at 702.739.5700, at least 24 hours prior to the date of departure from Las Vegas. Quick access from airport to your strip or downtown hotel (excluding South Point, Red Rock, Green Valley Ranch, Fiesta Henderson and Rancho, Boulder Station, Texas Station, Santa Fe Station, and Aliante Station).
Click here to see if your hotel is served by Gray Line. If your hotel is not serviced, please contact 702-505-8888 to have the shuttle reversed. Once travel has commenced, shuttle cannot be reversed.

There is a $50 change and cancellation penalty that will be incurred to modify the Activities or Services Purchased. There can be NO REFUND for Activities and Services cancelled 14 days or less prior to departure, and there will be NO REFUND for those who fail to pick up their tickets.

4 Payment

AIRFARE:	$381.38
FED EXCISE TAX:	$28.60
SEGMENT FEES:	$7.40
PFC:	$7.50
911 SECURITY:	$5.00
SEAT SELECTION FEE:	$28.98
PRIORITY BOARDING:	$19.98
CONVENIENCE FEE:	$16.99
GROUND TRANS:	$14.99
TRIP FLEX:	$23.00
TOTAL:	$533.82
PAYMENT:	(VI 2029) $533.82
TOTAL PAID:	$533.82
BALANCE DUE:	**$0.00**

Your reservation is complete.
Claim $50.00 Cash Back on your next Allegiant Air reservation with enrollment in Webloyalty's service. See offer and billing details.

Continue

Purchase your show tickets before you get to Las Vegas! Reserve your seats now for the hottest shows by going online to www.Allegiant.com, and clicking on "Show Tickets."

Check-in: Please check-in at the ALLEGIANT AIR ticket counter or online at www.allegiant.com. Allegiant recommends arriving at the airport at least two (2) hours prior to scheduled departure. Customers need to be checked in no less than 45 minutes prior to

scheduled departure, which is when the ticket counter closes. Customers who pre-purchase their seat assignments must be at the gate area at least 45 minutes prior to departure or their seat selection will be forfeited and they will participate in open seating. Aircraft doors will close at 10 minutes prior to scheduled departure to ensure an on-time departure.

Under the agreed to Terms and Conditions of purchase, if you fail to check in for your scheduled flight you will be designated a NO SHOW and all fares for that segment will be forfeited.

In accordance with federal regulations, Allegiant will not allow any person to board any of its aircraft if that person appears to be intoxicated.

Allegiant requires age verification for all passengers under the age of 18 who are traveling alone. Failure to provide proof of age will result in denied boarding.

Allegiant does not accept cash, checks or money orders at any airport location.

Passengers are subject to being reassigned to another seat if necessary to provide a seating accommodation required by section 382.83 of DOT ACAA Part 382, Nondiscrimination on the Basis of Disability in Air Travel.

Any checked baggage weighing more than fifty (50) pounds and/or exceeding eighty (80) inches will be charged all applicable fees per person, per bag, per segment.

Customers are limited to 1 carry-on bag, not to exceed 9" H x 14" W x 22" D, and 1 personal item such as a purse, briefcase, laptop computer, or diaper bag, not to exceed 9" H x 16" W x 19" D. The carry-on must be stored in the overhead bin near your assigned seat and the personal item must be placed under the seat in front of you, Customers with oversized carry-on baggage (exceeding 9" H x 14" W x 22" D) or with carry-on baggage in excess of quantity limits (1 + 1) will be charged additional fees at the gate. These exterior measurements include wheels, pockets, handles and decorations.

IMPORTANT NOTICES

Baggage Liability Limitations: For domestic (U.S.) flights, Allegiant Air's liability for provable direct or consequential damages resulting from the disappearance of, damage to, or delay in delivery of a passenger's personal property, including baggage, in Allegiant Air's custody is limited to $3,300 per passenger. (This limitation does not apply to wheelchairs or other mobility aids or assistive devices belonging to passengers with disabilities.) Please refer to Articles 75 and 76 of Allegiant's Contract of Carriage for additional information.

E-Ticket Expiration: All travel involving funds from this itinerary number must be completed no later than one year from the date

the original itinerary was booked. Any change to an itinerary, if permitted under Allegiant Air's Terms and Conditions, will involve a change fee. For additional information see Allegiant Air's Terms and Conditions.

Overbooking of Flights: Allegiant Air does not intentionally overbook its flights. Nevertheless airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadline of 45 minutes prior to each flight segment, persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.

Incorporated Terms: Air transportation provided by Allegiant Air is subject to the terms of Allegiant's Contract of Carriage, and all such terms are herein incorporated by reference. Incorporated terms may include but are not restricted to (1) limits on liability for personal injury or death; (2) limits on liability for loss, damage or delay of baggage, including fragile or perishable goods; (3) claim restrictions, including time periods within which passengers must file a claim or bring an action against the air carrier; (4) rights of the air carrier to change terms of the contract (NOTE: **all purchases of air transportation, hotel, auto, activities or services, convenience and booking fees, taxes, baggage fees, and seat fees are non-refundable**); (5) rules about reconfirmation of reservations, check-in times, and refusal to carry; (6) rights of the air carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate air carrier or aircraft, and rerouting. You can obtain additional information on items 1 through 6 above at any U.S. location where Allegiant's tickets are sold. You have the right to inspect the full text of Allegiant's Contract of Carriage at its airport ticket counters or by clicking here. You also have the right, upon request, to receive free of charge by mail or other delivery service the full text of Allegiant's Contract of Carriage including the terms referenced above. Information on ordering the full text of the Contract of Carriage is available at any U.S. location where Allegiant's tickets are sold.

Please send comments to:
Allegiant Travel Company
ATTN: Customer Relations
P.O. Box 401026
Las Vegas, NV 89140

Alternatively, customers may fill out our Feedback Form by clicking here.

----------TEAR HERE----------

ALLEGIANT AIR - GRAY LINE ROUND-TRIP SHUTTLE MCCARRAN AIRPORT

Arrive: 07/28/2011 **Return:** 07/31/2011 **Passengers:** 1 **Itinerary** A635618

Please take this confirmation to the Gray Line Airport Shuttle transportation booth or the Gray Line Airport Greeter located outside door #9 or #10 of baggage claim area. Gray Line will redeem your voucher and issue your return ticket with instructions for booking your return pick up date and time to depart your hotel. This is a round trip, shared shuttle from McCarran International Airport to your hotel. For return shuttle reservations, call Gray Line Airport Shuttle at 702.739.5700, at least 24 hours prior to the date of departure from Las Vegas. Quick access from airport to your strip or downtown hotel (excluding South Point, Red Rock, Green Valley Ranch, Fiesta Henderson and Rancho, Boulder Station, Texas Station, Santa Fe Station, and Aliante Station). ***Click here to see if your hotel is served by Gray Line. If your hotel is not serviced, please contact 702-505-8888 to have the shuttle reversed. Once travel has commenced, shuttle cannot be reversed.***

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YAHOO! MAIL Classic

Reservation Confirmation

Thursday, July 21, 2011 1:53 PM

From: "Info@TouricoHolidays.com" <Info@TouricoHolidays.com>
To: frogger525_2000@yahoo.com

Easy Click Travel

Thank you for booking with EasyClickTravel !

Hotel Reservation Summary

Reservation Status: Confirm

Bally's Las Vegas
3645 Las Vegas Boulevard South Las Vegas Nevada 89109
Phone: +1 702 967 4111
Fax:

Issue Date:	21 Jul 2011
Reservation Number:	15249978
Record Locator:	14725841
Confirmation Number	BLVrfx7HOZ - 113161

Service Description

Check In	Check Out	Room Type	Bed Type	Guests	Rooms	Nights	Board Base
28 Jul 2011	31 Jul 2011	Classic Room - Promo Savings		1	1	3	

Guests

Roland Quintanilla

Price Information

Cost: **362.95 USD**

Cancellation Policy

Hotel cancellations or changes made 3 day/s prior to check in time (Noon local hotel time), will be subject to **1 night/s fee**
Hotel cancellations or changes made 1 day/s prior to check in time (Noon local hotel time), will be subject to a **full fare fee**
No-show is subjected to a **full fare fee**
This reservation is **not amendable**. Please cancel and rebook if you need to amend after booking.

Remarks

Please note that while your booking has been confirmed and is guaranteed, the rooming list with your name may not be adjusted in the hotel's reservation system until closer to arrival. Should you have any questions please feel free to contact us via the email or phone information on this voucher.

Client remark (not guaranteed):
Clerk remark:
Please contact EasyClickTravel IMMEDIATELY if you encounter any problems during check-in.
We can be contacted when calling inside the US, dial toll free 866-287-9803.
When calling outside the US, please dial 407-215-9851.
Contact via email: customer_support@easyclicktravel.com

PAID BY TOURICO HOLIDAY, INC.
220 East Central Parkway Suite 4000
Altamonte Springs, FL 32701

National Court Reporters Association

2011 Annual Convention & Exposition
ON–SITE REGISTRATION FORM
July 28-31 *** Las Vegas, NV

1. Member ID # _____ Date 7-26-2011

Full Name: Roland P. Quintanilla (*Please Print*) Nickname (for badge) _____

Address 6105 N. 31st Street (*Please Print*)

City McAllen State TX Zip 78504

2. Registration Options:

	Member	Non-member	Instructor or Guest*
All-inclusive DISCOUNT Package	☐ $575	☐ $675	☐ $525
All-Inclusive Discount Package w/VIP Seating	☐ $700	☐ $800	
Three Day Package	☐ $475	☐ $575	☐ $425
Two Day Package (☐Fri/Sat ☐Sat/Sun ☐Fri/Sun)	☐ $410	☒ $510	☐ $360
One Day Package (☐Fri ☐Sat)	☐ $335	☐ $435	☐ $285
Sunday Only Package	☐ $270	☐ $370	☐ $220
Networking Package	☐ $230	☐ $330	
Networking Package w/VIP Seating	☐ $355	☐ $455	
Student Package	☐ $125	☐ $125	
Vendor Training Day	☐ $335	☐ $435	**Company**_____
Realtime System Admin. Workshop	☐ $470	☐ $570	
Punctuation Workshop	☐		

*Guest must be a non-reporter and a non-member

3. Social Events (Tickets **not** included with One, Two, Three Day Reg. Packages or Sun. Only Pkg.)

Opening Reception	☐ $ 65	☐ $ 75
Awards Luncheon	☐ $ 70	☐ $ 80
Saturday Night Party	☐ $ 95	☐ $ 105
Saturday Night Party w/VIP Seating	☐ $220	☐ $ 230

4. Sponsor A Student ☐ $ 25 ☐ $ 50 ☐ $ 100 ☐ $ 125

5. Method of Payment: ☐Cash ☐Check ☒Visa ☐MC ☐Discover ☐Am. Express

TOTAL DUE: $ 510.00

Note: There is a $50 fee for returned checks.


NCRA2011
Bright Lights, Big Future
LAS VEGAS
JULY 28-31
OFFICIAL
PROGRAM
BALLYS, LAS VEGAS, NEVADA

SCHEDULE-AT-A-GLANCE

TUESDAY, JULY 26

4 p.m. – 6 p.m. National Speed Competition Practice
Room: Palace 3, Casino Level, North Tower

WEDNESDAY, JULY 27

8:15 a.m. – 6 p.m. Leadership Conference
Skyview 6, 26th Floor, North Tower

9 a.m. – 10 a.m. National Speed Competition
Palace 3, Casino Level, North Tower

6 p.m. – 7 p.m. NCSA Reception
Skyview 3, 26th Floor, North Tower

THURSDAY, JULY 28

7 a.m. – Report Time CRR, CBC, CCP Skills Exams
Room: Las Vegas 5, 3rd Floor, South Tower

7:30 a.m. – 6 p.m. Registration
Room: Event Center, Casino Level, North Tower

8 a.m. – 5 p.m. CRI Orientation
Room: Palace 1, Casino Level, North Tower

8 a.m. – 6 p.m. NCRA Information Booths and NCRF Booth
Room: Grand Salon, Casino Level, North Tower

8:30 a.m. – 11 a.m. Annual Business Meeting
Room: Silver, Casino Level, North Tower

8:30 a.m. – 5 p.m. (12 p.m. – 1:30 p.m. – Lunch on your own.) **Pre-Convention Intensives – CAT Vendor Training Day Workshops**

V1 – Advantage Software/Eclipse
Room: Bronze 1, Casino Level, North Tower

V2 – Gigatron/StenoCAT
Room: Las Vegas 2, 3rd Floor, South Tower

V3 – ProCAT
Room: Bronze 4, Casino Level, North Tower

V4 – Stenograph
Room: Bronze 2-3, Casino Level, North Tower

V5 – Stenovations
Room: Palace 4, Casino Level, North Tower

V6 – AristoCAT
Room: Palace 5, Casino Level, North Tower

9 a.m. – 5 p.m. Realtime Systems Administrator Workshop
Room: Skyview 1, 26th Floor, North Tower

12 p.m. – 5 p.m. Expo 2011
Event Center, Casino Level, North Tower

1 p.m. – 2:30 p.m. National Realtime Competition
Room: Palace 3, Casino Level, North Tower

2 p.m. – 6 p.m. National Committee of State Associations (NCSA) Meeting
Room: Gold, Casino Level, North Tower

6 p.m. – 6:30 p.m. "Only New Once" Reception
Room: Silver, Casino Level, North Tower

6:30 p.m. – 8 p.m. Opening Reception
Room: Silver, Casino Level, North Tower

FRIDAY, JULY 29

6:30 a.m. – 6:30 p.m. Registration
Room: Event Center, Casino Level, North Tower

7 a.m. – 6 p.m. NCRA Information Booths and NCRF Booth
Room: Grand Salon, Casino Level, North Tower

7:15 a.m. – 8:45 a.m.

1. Not Too Cool for School
Room: Bronze 1-2, Casino Level, North Tower
2. Basics of Realtime
Room: Silver, Casino Level, North Tower
3. How to Create an Exceptional Record
Room: Gold, Casino Level, North Tower
4. Vendor Showcase Seminar: Thomson Reuters Litigation Solutions
Room: Bronze 3-4, Casino Level, North Tower

8 a.m. – 5 p.m. CRI Orientation
Room: Palace 1, Casino Level, North Tower

8 a.m. – 5:45 p.m. Student Seminar Program
Skyview 3, 26th Floor, North Tower

9 a.m. – 11 a.m.

5. Premier Session, Installation of Officers and Directors, and Keynote Presentation
Room: Platinum Room, Casino Level, North Tower

9 a.m. – 12 p.m. Realtime Systems Administrator Workshop
Room: Skyview 1, 26th Floor, North Tower

10 a.m. – 6:30 p.m. Expo 2011
Room: Event Center, Casino Level, North Tower

11:30 a.m. – 5:45 p.m. Punctuation Workshop
Room: Skyview 6, 26th Floor, North Tower

11:30 a.m. – 1 p.m.

6. Wireless Realtime in the Courts
Room: Silver, Casino Level, North Tower
7. Streaming and Cloud Deliver for the CLVS
Room: Bronze 1-2, Casino Level, North Tower
8. "Rescue Dogs" – Search Dog Foundation/Julie Brandau Memorial
Room: Gold, Casino Level, North Tower
9. Vendor Showcase Seminar: Using StreamText.net to Deliver Your Realtime Services
Room: Bronze 3-4, Casino Level, North Tower

12 p.m. – 1:30 p.m. (By invitation only.) School Owners and School Administrators Luncheon
Room: Palace 3, Casino Level, North Tower

1 p.m. – 2:30 p.m. (By invitation only.)
NCRF Angels Luncheon
Room: Skyview 4, 26th Floor, North Tower

1:30 p.m. – 5:30 p.m.
Realtime Systems Administrator Exam
Room: Skyview 2, 26th Floor, North Tower

2:30 p.m. – 4 p.m.
10. Unveiling the Mysteries of the CRR/CBC/CCP Skills Test
Room: Bronze 1-2, Casino Level, North Tower

11. Stenographic Opportunities in the Courts
Room: Silver, Casino Level, North Tower

12. The History of Las Vegas: A Study in Risk and Reward
Room: Gold, Casino Level, North Tower

13. Vendor Showcase Seminar: Insider's View: Case CATalyst 12, e-Key and CaseViewNet
Room: Bronze 3-4, Casino Level, North Tower

4:15 p.m. – 5:45 p.m.
14. Vegas Theater Captioning
Room: Bronze 1-2, Casino Level, North Tower

15. The Role of Technology in the Future of the Stenographic Court Reporting Profession
Room: Silver, Casino Level, North Tower

16. Vendor Showcase Seminar: Wireless Realtime by StenoCast
Room: Bronze 3-4, Casino Level, North Tower

16a. Leveraging Social Media for Business
Room: Gold, Casino Level, North Tower

5:30 p.m. – 6:30 p.m.
CART and Captioning Communities of Interest Networking Reception
Room: Skyview 1, 26th Floor, North Tower

SATURDAY, JULY 30

7:30 a.m. – 6 p.m.
Registration
Room: Event Center, Casino Level, North Tower

7:30 a.m. – 6 p.m.
NCRA Information Booths and NCRF Booths
Room: Grand Salon, Casino Level, North Tower

7 a.m. – 5:30 p.m.
Teachers' Workshop
Room: Palace 3, Casino Level, North Tower

8 a.m. – 9:30 a.m.
17. Special General Session – Writing Our Future
Room: Platinum Room, Casino Level, North Tower

9 a.m. – 6 p.m.
Expo 2011
Room: Event Center, Casino Level, North Tower

10 a.m. – 5:30 p.m.
Student Seminar Program
Room: Skyview 3, 26th Floor, North Tower

10 a.m. – 11:30 a.m.
18. Realtime Writing in the Courtroom: The Nuts and Bolts of Hooking Up
Room: Silver, Casino Level, North Tower

19. Straight Talk on Realtime Voice Writing: Just the Facts, Ma'am
Room: Gold, Casino Level, North Tower

20. Today's Issues in the Reporting Profession
Room: Bronze 3-4, Casino Level, North Tower

21. Vendor Showcase Seminar: My Realtime Coach
Room: Bronze 1-2, Casino Level, North Tower

11:45 a.m. – 1:45 p.m.
Awards Luncheon
Room: Platinum, Casino Level, North Tower

12 p.m. – 4 p.m.
Legislative Consulting Services
Room: Palace 4, Casino Level, North Tower

2 p.m. – 3:30 p.m.
22. It's Always a Crap Shoot: Dilemmas for CART Providers
Room: Bronze 1-2, Casino Level, North Tower

23. Alberta Canada Universal Transcript Process
Room: Silver, Casino Level, North Tower

24. How to Market Your Ethics First Affiliation and NCRA's Revised Gift-Giving Rules
Room: Gold, Casino Level, North Tower

25. Vendor Showcase Seminar: ProCAT – We Have the Touch
Room: Bronze 3-4, Casino Level, North Tower

4 p.m. – 5:30 p.m.
26. Marketing Your Captioning Services
Room: Bronze 3-4, Casino Level, North Tower

27. Cool Tech Tips
Room: Silver, Casino Level, North Tower

28. TEAM: Training Effective Advocates and Marketers for Officials
Room: Gold, Casino Level, North Tower

29. Vendor Showcase Seminar: Dictionary Jumpstart – Is Your Dictionary Getting in the Way of Realtime?
Room: Bronze 1-2, Casino Level, North Tower

7 p.m. – 11 p.m.
Doug's Disco Dance Party
Room: Platinum, Casino Level, North Tower

SUNDAY, JULY 31

8 a.m. – 10:30 a.m.
Registration
Room: Event Center, Casino Level, North Tower

8 a.m. – 10:30 am.
NCRA Information Booths and NCRF Booth
Room: Grand Salon, Casino Level, North Tower

8:30 a.m. – 10 a.m.
30. Superior Realtime: The Young Guns!
Room: Silver, Casino Level, North Tower

31. Using the Google System to Achieve Business Success
Room: Gold, Casino Level, North Tower

32. Information Exchange for Firm Owners
Room: Bronze 3-4, Casino Level, North Tower

10:15 a.m. – 11:45 a.m.
33. Social Media for CART Providers
Room: Bronze 3-4, Casino Level, North Tower

34. Online Communities – Get Connected
Room: Gold, Casino Level, North Tower

35. Be a Grassroots Hero
Room: Silver, Casino Level, North Tower

08/22/11	$896.77	$0.00	$17.00

Account number: [redacted] 2029

$ _____

Make your check payable to:
Chase Card Services.
Please write amount enclosed.
New address or e-mail? Print on back.

42669020320320290000170000089677000000000000005

05725 BEX Z 20611 C
ROLAND P QUINTANILLA
6105 N 31ST ST
MCALLEN TX 78504-5005

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

1:5000160281: 184203203202922"

Manage your account online: www.chase.com/disney

Customer Service 1-800-300-8575

Additional contact information on back

ACCOUNT SUMMARY

Account Number: 4266 9020 3203 2029

Previous Balance	$0.00
Payment, Credits	$0.00
Purchases	+$896.77
Cash Advances	$0.00
Balance Transfers	$0.00
Fees Charged	$0.00
Interest Charged	$0.00
New Balance	$896.77
Opening/Closing Date	06/26/11 - 07/25/11
Total Credit Line	$24,600
Available Credit	$23,703
Cash Access Line	$4,920
Available for Cash	$4,920

PAYMENT INFORMATION

New Balance	$896.77
Payment Due Date	08/22/11
Minimum Payment Due	$17.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to $34.00 and your APR's will be subject to increase to a maximum Penalty APR of 27.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	11 years	$1,537
$30	3 years	$1,077 (Savings=$460)

If you would like information about credit counseling services, call 1-866-797-2885.

DISNEY DREAM REWARD DOLLARS®

Balance from last statement	4
Reward dollars earned from net purchases	9
Reward dollars transferred to Rewards Card	0
Remaining balance	13

3 Reward dollars that will expire 03/2015
1 Reward dollars that will expire 04/2015
9 Reward dollars that will expire 07/2016

Please call **800-300-8575** to redeem your Disney Rewards® or if you have any questions about the Disney Rewards® Program.

Cardmember ID: 17009389
Use your Cardmember ID for special limited-time promotions such as Refer A Friend.

The terms and conditions of the Disney Rewards® Program apply to the use of Disney Dream Reward Dollars® and may be modified by Chase or Disney Rewards, LLC at any time. Your account must remain in good standing to earn or request redemption of Disney Dream Reward Dollars. Disney Dream Reward Dollars are non-transferable, have no cash or monetary value and cannot be used towards payment at unauthorized locations and payment of an outstanding balance on your Disney Rewards® Visa® Card. Please visit DisneyRewards.com or call 1-800-300-8575 to request that your Disney Dream Reward Dollars be transferred to a Disney Rewards® Redemption Card or if you have any questions about the Disney Rewards Program..

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	$ Amount
	PURCHASES	
07/21	ALA*ALLEGIANT AIR 702-505-8888 NV	533.82
07/22	EASY CLICK TRAVEL 123-3371783 FL	362.95

2011 Totals Year-to-Date	
Total fees charged in 2011	$0.00
Total interest charged in 2011	$0.00

Year-to-date totals reflect all charges minus any refunds applied to your account.

AI-28268 **10. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Roy Cazares **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

D.A. State Supplement Grant (1281):

1. Request approval to accept the 2011-2012 D.A. State Supplement in the amount of $22,500.00.

2. Approval of Certification of Revenues as certified by the County Auditor for the D.A. State Supplement Grant.

3. Approval of 2011-2012 D.A. State Supplement (080-010) budget in the amount of $22,500.00.

4. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1- 1281-412-00-080-010-2-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $22,500.00 for D.A. State Supplement.

Revenue Acct #1-1281-334-10-080-010-2-000

Attachments

State Supplement backup
salary schedule
budget amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Sylvia Solis Started On: 08/25/2011 08:20 AM

Final Approval Date: 08/25/2011

County. The total reimbursement each year shall not exceed the amount appropriated, and in no event shall amounts appropriated be expended to reimburse Walker County or other counties for lease space in county-owned buildings.

Any unexpended balances from appropriations out of the General Revenue Fund made to the Special Prosecution Unit for fiscal year 2012 are appropriated to the Special Prosecution Unit in fiscal year 2013 for the same purposes.

The Special Prosecution Unit shall submit a report each January 1 to the Legislative Budget Board and the Governor for the preceding fiscal year ending August 31. The report must be in a format prescribed by the Legislative Budget Board and the Governor and must include annual statistical information on activities of the Special Prosecution Unit.

5. **Witness Expenses.** The appropriation made above to the Judiciary Section, Comptroller's Department for the payment of witness expenses under the Code of Criminal Procedure is based on legislative intent that such expenses are not paid at rates that exceed the maximum rates provided by law for state employees.

6. **Felony Prosecutors: Expenses.** For the payment of salaries of assistant district attorneys, investigators and/or secretarial help and expenses, including travel for these personnel as determined by the prosecutors designated in Strategies B.1.1, B.1.2, B.1.3, and B.1.4. Reimbursement shall be limited to expenses for supplies or items that would normally be consumed or utilized within the fiscal year for which the funds in this item are designated. Payments shall not exceed $11,083 per year in single-county districts with populations over 50,000 in Strategy B.1.4; $22,500 per year in districts with populations over 50,000; or, $27,500 per year in districts with populations under 50,000 for those district attorneys, criminal district attorneys and county attorneys performing the duties of a district attorney both prohibited and not prohibited from the private practice of law per Government Code, Chapter 46; and shall be made available in three equal installments issued on the first day of September, January and May of each fiscal year. These payments shall be made directly to the district attorney, criminal district attorney, or county attorney for the purposes of disbursement as required by the attorney. The attorney receiving these payments shall be responsible to the Comptroller for accounting for all expenditures of these funds.

7. **Administration of Visiting Judge Strategies.** From funds appropriated, the Judiciary Section, Comptroller's Department shall maintain a system to account for all expenditures in each fiscal year made for the services of 1) visiting former judges serving in the judicial regions, 2) visiting former judges serving in the appellate courts, 3) visiting retired judges serving in the judicial regions, and 4) visiting retired judges serving in the appellate courts.

8. **Interagency Contract for Sex Offender Treatment and Supervision.** Out of amounts appropriated above to Strategy D.1.9, Sex Offender Treatment and Supervision, the Judiciary Section, Comptroller's Department shall enter into a contract in the amounts of $4,037,686 in fiscal year 2012 and $4,766,511 in fiscal year 2013 with the Department of State Health Services for persons under civil commitment as sex offenders requiring continued treatment and supervision.

9. **Longevity Pay.** Out of the amounts appropriated above in Strategy A.1.1, District Judge Salaries, an estimated $321,618 in fiscal year 2012 and an estimated $321,618 in fiscal year 2013 is provided to fund longevity pay for district judges under the provisions of Government Code § 659.0445.

RETIREMENT AND GROUP INSURANCE

	For the Years Ending August 31, 2012	August 31, 2013
Method of Financing:		
General Revenue Fund, estimated	$ 47,248,637	$ 49,050,312
General Revenue Dedicated Accounts, estimated	88,074	95,192

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1281-412-00-080-010-2

AI - 28268

D.A. STATE SUPPLEMENT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T001	122	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
T002	122	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
T003	122	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
				TOTAL	$53,836.00	$53,836.00	$53,836.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53,836.00

DATE: August 25, 2011

2011

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 1-1281-412-00-080-010-1-XXX

Contact Person: Roy Cazares **Ph#: 318-2300**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1-1281-412-00-080-010-2-122	**Temp P/T Employees**	**20,746.89**
1-1281-412-00-080-010-2-220	**FICA**	**1,587.14**
1-1281-412-00-080-010-2-250	**Unemployment Comp.**	**103.73**
1-1281-412-00-080-010-2-260	**Workers' Comp**	**62.24**
	TOTAL APPROPRIATION	**22,500.00**
1-1281-334-10-080-010-2-000	**DA State Supplement Grant Revenue**	**22,500.00**
	TOTAL REVENUES	**22,500.00**
	TOTAL BUDGET INCREASE (DECREASE)	**22,500.00**

REASON: 2011-2012 D.A. State Supplement Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-28244 **10. B.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Roy Cazares **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

D.A. Bad Checks (1222)/ Crime Victim Coordinator (1281):
1. Approval to delete the following cost allocation and pay 100% from DA. Bad Checks as listed below, effective 09/01/2011:

Emp. No.	Position Title	Grade	Slot No.	Dept./ Fund	Current Cost Allocation Distribution (%)	Proposed Cost Allocation Distribution (%)
033553	Crime Victim Coordinator	10	G004	D.A. Bad Check (1222)	25.25%	100%
			G001	Crime Victim Coordinator (1281)	74.75%	-

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedules.

BACKGROUND

Attachments

LIT
SALARY SCHEDULE
fiscal note
job description
pars

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	08/25/2011 09:44 AM
Budget & Management	Merlen P. Munoz	08/25/2011 10:03 AM
Ivan Cantu	Ivan Cantu	08/25/2011 10:11 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Sylvia Solis Started On: 08/24/2011 03:47 PM

Final Approval Date: 08/25/2011

DATE: August 25, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for D.A. Bad Checks

ACCOUNT NUMBER: 1-1222-412-00-080-006-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
743	OFFICE FURN & EQUIP	113	REG F/T EMPLOYEES	6576.87
743	OFFICE FURN & EQUIP	211	HEALTH INSURANCE	900.45
743	OFFICE FURN & EQUIP	212	LIFE INSURANCE	6.75
743	OFFICE FURN & EQUIP	220	FICA	503.13
743	OFFICE FURN & EQUIP	230	RETIREMENT	631.38
743	OFFICE FURN & EQUIP	250	UNEMPLOYMENT COMP	32.88
			TOTAL	8,651.46

REASON:
Intradepartmental Transfer to fund salary and related fringe benefit expenditures for the increase in cost allocation from 25% to 100% from the DA Bad Check fund.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1222-412-00-080-006-0

AI - 28244

DA BAD CK

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0003	113	DEVELOPER & SYSTEM ENGINEER	17	5	$72,503.00	$72,503.00	$73,392.00	$720.00	$0.00	$0.00	$3,600.00	$0.00	$77,712.00
G004	**113**	**CRIME VICTIM COORDINATOR**	**10**	**3**	**$39,707.00**	**$39,707.00 ~~$10,026.00~~**	**$10,026.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$10,026.00**
0007	113	ADMINISTRATIVE ASSISTANT V	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
T009	122	CLERK IV	7	11	$39,768.00	$39,768.00	$41,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,600.00
T011	122	CLERK I	1	0	$17,636.00	$20,800.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,800.00
T018	122	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
T019	122	CLERK I	1	1	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T020	122	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
T021	122	CLERK I	1	1	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T022	122	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
				TOTAL	$305,718.00	$318,908.00	$244,794.00	$720.00	$0.00	$0.00	$3,600.00	$0.00	$249,114.00

Approval to cost allocate all salary 100% from DA. Bad Checks as listed above, effective 09/01/2011:

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1281-412-00-080-011-1

AI - 28244

CRIME VICTIM COORDINATOR

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		DELETE THE FOLLOWING:											
~~G001~~	~~113~~	~~CRIME VICTIM COORDINATOR~~	~~10~~	~~3~~	~~$39,707.00~~	~~$29,681.00~~	~~$29,681.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$29,681.00~~
				TOTAL	$39,707.00	$29,681.00	$29,681.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,681.00

Approval to delete the following cost allocation and pay 100% from DA. Bad Checks as listed above, effective 09/01/2011.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 28244

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Summary of request/proposal:
D.A. Bad Checks (1222):
Approval to delete the following cost allocation and pay 100% from DA. Bad Checks as listed below, effective 09/01/2011:

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1222	CRIME VICTIM COORDINATOR	G004	113	10	3	10,026.00	10	3	29,681.00	19,655.00
						10,026.00			29,681.00	19,655.00

** COST ALLOCATION UNDER CRIME VICTIM COORDINATOR WILL BE DELETED UPON NON-RENEWAL OF GRANT FUNDS

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
1-1222-412-00-080-006-0-	113	DA BAD CK -	REG F/T EMPLOYEES	$6,576.87
1-1222-412-00-080-006-0-	211	DA BAD CK -	HEALTH INSURANCE	$900.45
1-1222-412-00-080-006-0-	212	DA BAD CK -	LIFE INSURANCE	$6.75
1-1222-412-00-080-006-0-	220	DA BAD CK -	FICA	$503.13
1-1222-412-00-080-006-0-	230	DA BAD CK -	RETIREMENT	$631.38
1-1222-412-00-080-006-0-	250	DA BAD CK -	UNEMPLOYMENT COMP	$32.88
1-1222-412-00-080-006-0-	260	DA BAD CK -	WORKER'S COMP	$0.00
			2011 BUDGETARY IMPACT:	$8,651.46

2012 Budgetary Impact: $26,770.77

Possible Funding Sources: DA BAD CKS OPERATING BUDGET

Comments:

Hidalgo Co. Budget Office
2/3/2005

CRIME VICTIM COORDINATOR

GRADE: 10

GENERAL DESCRIPTION

Coordinates support services and information to crime victims, and their families in compliance with Code of Criminal Procedures; Insures that crime victims and/or their families are afforded the rights granted to victims by the Code of Criminal Procedure. Prepares all the needed information required for the victim's court case. Position requires a high level of confidentiality.

EXAMPLES OF WORK PERFORMED

Coordinates with local community agencies and other victim advocacies to ensure victims are aware of their rights

Assists attorneys with case staffing; ensures all cases are assigned as necessary

Provides training or education to the community

Coordinate the gathering and submission of information for payment of medical examinations under the Texas Code of Criminal Procedures for victims

Assists in providing crisis counseling as necessary

Refer victims or their families to social service agencies that may offer additional assistance

May travel to and from different locations inside and outside the County of Hidalgo for the purpose of interviewing and gathering information from a victim

Responsible for protecting the rights of the victim and survivors of violent crimes

May provide training within the criminal justice system and in the community to facilitate increased knowledge and understanding of family violence dynamics and to promote sensitivity to victims

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of social service, criminal justice, or related experience. Associate's degree in social service, criminal justice, or related field. Graduation from an accredited four-year college or university with major course work in social services or related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

THIS IS A SECURITY SENSITIVE POSITION

Position requires gathering, decimating and storage of sensitive crime victim's documents and offense reports.

BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION.

Knowledge, Skills, and Abilities

Ability to maintain full confidentiality about victims and their families

Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims' documents, reports, and other information

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations

Ability to read, write and speak both English and Spanish

Ability to write generalized report

Excellent interviewing and counseling skills

Ability to plan and organize effectively

Ability to establish and maintain effective working relationships with other county employees and officials, representatives of victim/witness advocacy and assistance groups, court personnel, attorneys and the general public

Ability to effectively present information and respond to questions from groups, supervisors and the general public

Must have some personal computer knowledge

Ability to learn new computer software

Must be familiar with MS Windows products

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA BAD CK (080-006)
CRIME VICTIM COORDINATOR (080-011)

DATE: 08/24/2011

CURRENT POSITION TITLE: CRIME VICTIM COORDINATOR

CURRENT SLOT. #: G004 (080-006)
G001 (080-011)

REQUESTED POSITION TITLE: CRIME VICTIM COORDINATOR

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other REDISTRIBUTE COST ALLOCATION

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

POSITION SALARY REQUEST:

Salary Amount: **DA BAD CK (1222)**	$ 10,026.00 (Grade 10/ Step 3) Current Budgeted Salary	$ 39,707.00 (Grade 10/ Step 3) Proposed Budgeted Salary	$ 29,681.00 Net Change
CRIME VIC COORD. (1281)	$ 29,681.00 (Grade 10/ Step 3) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (29,681.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ X
Part Time Employee Object 114 ☐
Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

Position was not funded by the Crime Victim Compensation Fund. We will fund for 3 months and look for other possible funding during that time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/24/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-28261 **10. C.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Roy Cazares **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

DA Border Prosecution Initiative (1281):
1. Approval of revised Memorandum of Understanding for the District Attorney's Office Border Prosecution Unit.

2. Approval of Certification of Revenues as certified by the County Auditor for the Border Prosecution Grant.

3. Approval of Border Prosecution budget increase in the amount of $46,000.00.

4. Requesting for County Judge to sign document.

BACKGROUND

Orginal 2010-2011 BorderProsecution Initiative Grant was approved by CC on 08/31/2010.

Revised Memorandum of Understanding for the District Attorney's Office Border Prosecution Unit in the amount of $215,000.00 was approved by CC on 12/13/2011.

Proposed revisions include the following:
Amount of grant increased from $215,000.00 to $251,000.00
Term was changed from 08/31/2011 to 12/31/2011.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1281-412-00-080-012-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $46,000.00 for the Border Prosecution Initiative Grant.

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

Attachments

MOU

budget amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Sylvia Solis Started On: 08/24/2011 05:11 PM

Final Approval Date: 08/25/2011

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the 1st day of September, 2011, by and between the Hidalgo County District Attorney, hereinafter called "Contractor", the Border Prosecutor Unit, hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

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

Whereas, the above named Contractor has been allocated $251,000.00 of these grant funds for the 28-month grant period, to be spent in accordance with CJD guidelines; and

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

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

1.0 Duties of the Contractor

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

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

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

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

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

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

2.0 Duties of the County

2.1 The County shall process reimbursement requests from Contractor.

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

3.0 Term and Termination.

This memorandum of understanding shall be effective 1) for the grant term of September 1, 2009 to December 31, 2011, or in the alternative, 2) upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:
Border Prosecutor Unit.
ATTN: Jaime Esparza, Project Director
500 E. San Antonio, Ste 201
El Paso, TX 79901

To Contractor:
Hidalgo County District Attorney
ATTN: Rene A. Guerra
100 N. Closer Blvd., 3rd Floor
Edinburg, Texas 78114

To County:
County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

Witness the following signatures:

THE COUNTY OF EL PASO, TEXAS

_____ DATE: _____
VERONICA ESCOBAR
COUNTY JUDGE

BORDER PROSECUTOR UNIT

_____ DATE: 9/1/11
JAIME ESPARZA, PROJECT DIRECTOR
DISTRICT ATTORNEY FOR THE 34TH JUDICIAL DISTRICT

COUNTY OF HIDALGO, TEXAS

_____ DATE: _____
RENE A. GUERRA
DISTRICT ATTORNEY FOR HIDALGO COUNTY

DATE: August 25, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for District Attorney's Office

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

Contact Person: Sylvia Solis **Ph#:** 292-7025 ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1-1281-412-00-080-012-1-113	CJD-BPI- FULL TIME EMPLOYEES	38,230.00
1-1281-412-00-080-012-1-211	CJD-BPI- HEALTH INSURANCE	2,500.00
1-1281-412-00-080-012-1-212	CJD-BPI- LIFE INSURANCE	20.00
1-1281-412-00-080-012-1-220	CJD-BPI- FICA	2,100.00
1-1281-412-00-080-012-1-230	CJD-BPI- RETIREMENT	3,000.00
1-1281-412-00-080-012-1-250	CJD-BPI- UNEMPLOYMENT COMP	150.00
	TOTAL APPROPRIATION	**46,000.00**
1-1281-334-10-080-012-1-000	Border Prosecution Incentive Revenues	46,000.00
	TOTAL REVENUES	**36,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: Revised Border Prosecution Initiative Grant due to extension and increase in grant funds to cover August 31, 2011 - December 31, 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-28205 **11. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Sheriff's Office **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Office- Investigation HB65 (1227):
1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade
Delete	001	Procurement Specialist	12
Create	002	Crime Victim Liasion	10

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1227-421-00-280-005-0-XXX

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

BUDGETARY IMPACT:

SHRF INVESTIG HB65.

Attachments

JOB DESCRIPTION- CRIME VICTIM LIAISON
JOB DESCRIPTION- PROCUREMENT SPECIALIST
revised salary schedule
EMAIL
fiscal note
pars

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	08/24/2011 05:44 PM
Budget & Management	Merlen P. Munoz	08/25/2011 07:58 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Rosie Cantu Started On: 08/23/2011 02:45 PM

Final Approval Date: 08/25/2011

CRIME VICTIM LIAISON

GRADE: 10

GENERAL DESCRIPTION

Provides support services and information to crime victims, and their families in compliance with Code of Criminal Procedures; Insures that crime victims and/or their families are afforded the rights granted to victims as stated in the Code of Criminal Procedure. Position requires a high level of confidentiality.

EXAMPLES OF WORK PERFORMED

Explain the victims' rights, as defined in the Texas Code of Criminal Procedure to qualified victims of crime

Facilitates increased knowledge and understanding of abuse victims to the criminal justice system and the community

Refers victims to other resources in the county as necessary

Provide information regarding compensation to victims of crimes, including information related to the cost that may be compensated under that act, the amount of compensation, eligibility for compensation, and procedures for application for compensation under the act

Refer victims or their families to social service agencies that may offer additional assistance

Assists with trials, including interviewing victims and witnesses, preparing witnesses for trial, accompany the victim and families to court, explain the court process and procedures, and provide counseling during the trial

May travel to and from different locations inside and outside the County of Hidalgo for the purpose of interviewing and gathering information from a victim

Responsible for protecting the rights of the victim and survivors of violent crimes

Will have daily interaction with crime victims and their families

Assist crime victims with obtaining information concerning the status of their case from law enforcement and other government agencies

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of social service, criminal justice, or related experience. Associate's degree in social service, criminal justice, or related field. Graduation from an accredited four-year college or university with major course work in social services or related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

THIS IS A SECURITY SENSITIVE POSITION

Position requires gathering, decimating and storage of sensitive crime victim's documents and offense reports.

BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION.

Knowledge, Skills, and Abilities

Ability to maintain full confidentiality about victims and their families

Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims' documents, reports, and other information

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations

Ability to read, write and speak both English and Spanish

Ability to write generalized report

Excellent interviewing and counseling skills

Ability to plan and organize effectively

Ability to establish and maintain effective working relationships with other county employees and officials, representatives of victim/witness advocacy and assistance groups, court personnel, attorneys and the general public

Ability to effectively present information and respond to questions from groups, supervisors and the general public

Must have some personal computer knowledge

Ability to learn new computer software

Must be familiar with MS Windows products

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

PROCUREMENT SPECIALIST

GRADE: 12

GENERAL DESCRIPTION

Performs advanced specialized work for the procurement of services, supplies, materials, and equipment. Duties include conducting value analysis and contract administration. Develops product and bid specifications and help identify potential vendors.

EXAMPLES OF WORK PERFORMED

Prepares, reviews and issues Requests for Proposals/Invitation to Bid

Maintains specifications, tabulations, and related files

Monitors and reviews bid documentation and contracts for required compliance

Reviews contract files and change orders for accuracy, required documentation for renewal and closeout

Assists in the professional, administrative and technical direction and management for the central purchasing, warehousing functions, operations, and activities of the county department

Assists in the development and implementation of procurement policies, practices, and procedures

Consults with other county department and/or governmental agencies on bid specifications, bidder's lists, sources of supply, bid submissions

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years progressively procurement/warehousing of a variety of supplies and materials and equipment with two (2) years in public procurement preferred. Graduation from an accredited four-year college or university with a major in Business Administration or related field. Two (2) years of experience may be substituted for one (1) year of education.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge and understanding of standard administrative management functions

Knowledge and understanding of business methods and markets

Knowledge and understanding of purchasing practices and laws relating to public and governmental purchasing

Basic knowledge and understanding of general construction

Basic knowledge and understanding of project management

Knowledge and understanding of standard office procedures, practices, and equipment, including software programs and web based and internet applications

Basic knowledge and understanding of engineering, architectural, accounting, and professional consulting services

Basic knowledge and understanding of accounting policies, procedures, and operations of computer system purchasing and accounting interfaces

Ability to understand and review contracts

Ability to conduct meetings with the public

Ability to recognize, analyze, and resolve problems

Ability to establish and maintain effective working relationships with associates, vendors, and the general public

Ability to express ideas clearly and concisely, both orally and in writing

Ability to research, gather, and report data concerning all aspects of purchasing information

Ability to prepare Requests for Proposal and Invitations to Bid; specifications; evaluations of bids, proposals, and of award protests; contracts and related documentation and purchase orders

Ability to establish and maintain effective working relationships with County officials and employees, vendors, trade associations, attorney, other interested parties, and general public

Ability to represent their department on procurement actions and activities

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1227-421-00-280-005-0

AI - 28205

SHRF INVESTIG HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		DELETE											
~~0001~~	~~113~~	~~PROCUREMENT SPECIALIST~~	~~12~~	~~1~~	~~$43,284.00~~	~~$43,284.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		CREATE											
0002	113	CRIME VICTIM LIAISON	10	1	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

APPROVAL TO DELETE ONE (1) REGULAR FULL TIME PROCUREMENT SPECIALIST POSITION, SLOT NO. 001, GRADE 12 AND CREATE ONE (1) REGULAR FULL TIME CRIME VICTIM LIAISON POSITION, SLOT NO. 002, GRADE 10.
Personnel actions are pending CC approval.

Rosalinda

From: Emilia Uriegas [emilia.uriegas@hidalgoso.org]
Sent: Wednesday, August 24, 2011 9:24 AM
To: 'Rosalinda'
Subject: RE: PAR forms
Attachments: VCLG.PAR.PDF

Rosalinda:

Requested forms are attached. I received verbal authorization from Chief Anacleto Martinez this morning (09:08 A.M.).

If you require other information, do not hesitate to call.

Your help on this matter is greatly appreciated.

Thank you,

Emilia Uriegas
Budget Manager
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542

Tel: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

From: Rosalinda [mailto:rosalinda.cantu@co.hidalgo.tx.us]
Sent: Tuesday, August 23, 2011 12:31 PM
To: 'Emilia Uriegas'
Cc: DAMARIS SAN MIGUEL; 'Sylvia Solis'; 'Zujey Gamino'
Subject: PAR forms

Emilia,

Attached, please find a copy of two PAR forms for your review. Please fill in the areas highlighted in yellow and return the ***signed*** forms to me as soon as possible. I will be placing the agenda item on the following Commissioners Court meeting date (08/30/11).

Thank you for your attention to this time sensitive matter. If you should have any questions, please contact me at your earliest convenience.

Sincerely,

Rosalinda Cantu
Budget Analyst

Department of Budget & Management-
Budget Division
2818 S. Bus Hwy 281 - Edinburg, Texas 78539
(956) 292-7025 extension 5408 (956) 292-7035 Fax
rosalinda.cantu@co.hidalgo.tx.us

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011 **Agenda Item:** 28205

Summary of request/proposal:
SHERIFF INVESTIGATION HB65 (1227):
APPROVAL TO DELETE ONE (1) REGULAR FULL TIME PROCUREMENT SPECIALIST POSITION, SLOT NO. 001, GRADE 12 AND CREATE ONE (1) REGULAR FULL TIME CRIME VICTIM LIAISON POSITION, SLOT NO. 002, GRADE 10.

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1227	PROCUREMENT SPECIALIST	0001	113	12	1	43,284.00	-	-	0.00	(43,284.00)
1227	CRIME VICTIM LIAISON	0002	113	-	-	0.00	10	1	37,109.00	37,109.00
					TOTAL	43,284.00			37,109.00	(6,175.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1227-421-00-280-005-0-	113	SHERIFF INVESTIGATION HB65-	REG F/T EMPLOYEES	($2,113.75)
1-1227-421-00-280-005-0-	211	SHERIFF INVESTIGATION HB65-	HEALTH INSURANCE	-
1-1227-421-00-280-005-0-	212	SHERIFF INVESTIGATION HB65-	LIFE INSURANCE	-
1-1227-421-00-280-005-0-	220	SHERIFF INVESTIGATION HB65-	FICA	($161.70)
1-1227-421-00-280-005-0-	230	SHERIFF INVESTIGATION HB65-	RETIREMENT	($202.92)
1-1227-421-00-280-005-0-	250	SHERIFF INVESTIGATION HB65-	UNEMPLOYMENT COMP	($10.57)
1-1227-421-00-280-005-0-	260	SHERIFF INVESTIGATION HB65-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	($2,488.94)

2012 Budgetary Impact: **($3,644.07)**

Possible Funding Sources: **SHERIFF INVESTIGATION HB65 (1227) FUNDS FROM DELETED POSITION**

Budget Office Comments: ***POSITION WILL EXPIRE ON 12/31/2011 UNDER THIS ACCOUNT; WILL NOT BE CARRIED OVER TO 2012.***

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **SHERIFF'S INVEST. HB 65 (280-005)** DATE: **08/23/2011**

CURRENT POSITION TITLE: - CURRENT SLOT. #: 002

REQUESTED POSITION TITLE: CRIME VICTIM LIAISON

REQUEST FOR:

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

POSITION SALARY REQUEST:

1	-0-	GRADE 10 STEP 1	$ 37,109.00
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE	NET CHANGE

HIDALGO COUNTY BUDGET OFFICE
2011 AUG 24 PM 3 17

Position to be funded from one of the following:

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

☒ Other **SHRF INVESTIG HB65 - 1227-421-00-280-005-0 (LAPSED FUNDS & DELETED POSITION)**

POSITION TYPE:

Full Time Employee Object 113 ☒ X
Part Time Employee Object 114 ☐
Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

The Crime Victim Liaison position is a state mandated position (Code of Criminal Procedure, Chapter 56.04). This position was funded by a grant awarded to the Sheriff's Office. Our office has received notice that effective 09/01/11, the Attorney General's Office will no longer provide grant funding for the position.

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

Responsible for promoting and educating the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services.

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

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

POSITION TO BE EFFECTIVE FROM 09/01/2011 THROUGH 12/31/2011 ONLY.

HIDALGO COUNTY BUDGET OFFICE 2011 AUG 24 PM 3:17

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

by Emilia Vargas, Budget Manager

1.	Anacleto Martinez DEPARTMENT HEAD	08/24/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	[signature] HUMAN RESOURCES DIRECTOR	8/26/2011 DATE	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **SHERIFF'S INVEST. HB 65 (280-005)** DATE: **08/23/2011**

CURRENT POSITION TITLE: PROCUREMENT SPECIALIST CURRENT SLOT. #: 001

REQUESTED POSITION TITLE: -

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **DELETION OF POSITION**

POSITION SALARY REQUEST:

1	GRADE 12 STEP 1 43,284.00	-0-	$ (43,284.00)
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

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

☒ Other **FUNDS FROM DELETED PROCUREMENT SPECIALIST POSITION WILL BE USED TO FUND NEW PROPOSED CRIME VICTIM LIAISON POSITION**

2011 AUG 24 PM 3 17 HIDALGO COUNTY BUDGET OFFICE

POSITION TYPE:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Approval of funding for this position under General Fund was given to the Sheriff's Office on 04/19/11. This action secured funding of the position since previously the position was funded under the forfeiture funds account awarded to the Sheriff's Office.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

HIDALGO COUNTY BUDGET OFFICE 11 AUG 24 PM 3 17

BUDGET & MANAGEMENT: Classification and Salary Recommendation

by Emilia Mireles Budget Manager

1.	Angeleta Martinez DEPARTMENT HEAD	08/24/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	XX YES	NO
2.	HUMAN RESOURCES DIRECTOR	8/24/2011 DATE	PERSONNEL PROCEDURES COMPLETED	✓ YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	✓ YES	NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-28133 **11. B.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Chief Martinez **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff (1100) / Courthouse Security (1241):

1. Approval of employee transfers as follows, pursuant to section 3.49 of the Civil Service Commission Rules:

		FROM			TO		
Employee No.	**Position Title**	**Dept. No./ Name**	**Slot No.**		**Dept. No./ Name**	**Slot No.**	**Budgeted Salary**
139041	Deputy Sheriff Step I	Sheriff (280-001)	0205		Courthouse Sec. (115-044)	0012	$38,000.00
121916	Deputy Sheriff Step I	Courthouse Sec. (115-044)	0012		Sheriff (280-001)	0205	$38,000.00

2. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** see below

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

BUDGETARY IMPACT:

SHERIFF:

1-1100-421-00-280-001-0-XXX: Variance $48.37 No transfer required. Lapsed salaries (longevity) to be used to fund difference.

COURTHOUSE SECURITY:

1-1241-421-23-115-044-0-XXX: Variance ($48.37) Cost Savings. No transfer or additional funding required.

Attachments

Fiscal Note

REVISED SALARY SCHEUDLE

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	08/19/2011 03:45 PM
Budget & Management	Merlen P. Munoz	08/19/2011 04:09 PM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Sylvia Solis Started On: 08/17/2011

Final Approval Date: 08/25/2011

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Agenda Item: 28133

Summary of request/proposal:

Sheriff (1100) / Courthouse Security (1241):

1. Approval of employee transfers as follows, pursuant to section 3.49 of the Civil Service Commission Rules:

SHERIFF (280-001)

Employee No.	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	Dep. Sheriff Step I	0205	113	-	-	38,000.00	0.00	(38,000.00)
1100	Dep. Sheriff Step I (transfer in from crthse sec)	-	113	-	-	0.00	38,000.00	38,000.00
							TOTAL SALARY	*0.00*
1100	Dep. Sheriff Step I	0205	115	-	-	300.00	0.00	(300.00)
1100	Dep. Sheriff Step I (transfer in from crthse sec)	-	115	-	-	0.00	420.00	420.00
							TOTAL LONGEVITY	*120.00*
1100	Dep. Sheriff Step I	0205	117	-	-	0.00	0.00	0.00
1100	Dep. Sheriff Step I (transfer in from crthse sec)	-	117	-	-	0.00	0.00	0.00
							TOTAL SUPPLEMENTAL PAY	*0.00*
					TOTAL:	38,300.00	38,420.00	120.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-421-00-280-001-0- 113	SHERIFF-	REG F/T EMPLOYEES	$0.00
1-1100-421-00-280-001-0- 115	SHERIFF-	LONGEVITY	$41.08
1-1100-421-00-280-001-0- 117	SHERIFF-	SUPPLEMENTAL PAY	$0.00
1-1100-421-00-280-001-0- 211	SHERIFF-	HEALTH	$0.00
1-1100-421-00-280-001-0- 212	SHERIFF-	LIFE	$0.00
1-1100-421-00-280-001-0- 220	SHERIFF-	FICA	$3.14
1-1100-421-00-280-001-0- 230	SHERIFF-	RETIREMENT	$3.94
1-1100-421-00-280-001-0- 250	SHERIFF-	UNEMPLOYMENT COMP	$0.21
1-1100-421-00-280-001-0- 260	SHERIFF-	WORKERS COMP	$0.00
		2010 Budgetary Impact	$48.37

2011 Budgetary Impact: **$353.01**

Possible Funding Sources:

OBJECT CODE 113-SALARY (PLUS FRINGES): NO IMPACT

OBJECT CODE 115-LONGEVITY (PLUS FRINGES): LAPSED FUNDING (Longevity)

OBJECT CODE 117-SUPPLEMENTAL PAY (PLUS FRINGES): NOT APPLICABLE

COURTHOUSE SECURITY (115-044)

Employee No.	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1241	Dep. Sheriff Step I	0012	113	-	-	38,000.00	0.00	(38,000.00)
1241	Dep. Sheriff Step I (transfer in from SHERIFF)	-	113	-	-	0.00	38,000.00	38,000.00
							TOTAL SALARY	*0.00*
1241	Dep. Sheriff Step I	0012	115	-	-	420.00	0.00	(420.00)
1241	Dep. Sheriff Step I (transfer in from SHERIFF)	-	115	-	-	0.00	300.00	300.00
							TOTAL LONGEVITY	*(120.00)*
1241	Dep. Sheriff Step I	0012	117	-	-	0.00	0.00	0.00
1241	Dep. Sheriff Step I (transfer in from SHERIFF)	-	117	-	-	0.00	0.00	0.00
							TOTAL SUPPLEMENTAL PAY	*0.00*
					TOTAL:	38,420.00	38,300.00	(120.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1241-421-23-115-044-0- 113	COURTHOUSE SECURITY-	REG F/T EMPLOYEES	$0.00
1-1241-421-23-115-044-0- 115	COURTHOUSE SECURITY-	LONGEVITY	($41.08)
1-1241-421-23-115-044-0- 117	COURTHOUSE SECURITY-	SUPPLEMENTAL PAY	$0.00
1-1241-421-23-115-044-0- 211	COURTHOUSE SECURITY-	HEALTH	$0.00
1-1241-421-23-115-044-0- 212	COURTHOUSE SECURITY-	LIFE	$0.00
1-1241-421-23-115-044-0- 220	COURTHOUSE SECURITY-	FICA	($3.14)
1-1241-421-23-115-044-0- 230	COURTHOUSE SECURITY-	RETIREMENT	($3.94)
1-1241-421-23-115-044-0- 250	COURTHOUSE SECURITY-	UNEMPLOYMENT COMP	($0.21)
1-1241-421-23-115-044-0- 260	COURTHOUSE SECURITY-	WORKERS COMP	$0.00
		2010 Budgetary Impact	($48.37)

2011 Budgetary Impact: **($353.01)**

Possible Funding Sources:

OBJECT CODE 113-SALARY(PLUS FRINGES): NO BUDGETARY IMPACT

OBJECT CODE 115-LONGEVITY PAY (PLUS FRINGES): NO BUDGETARY IMPACT/ COST SAVINGS

OBJECT CODE 117-SUPPLEMENTAL PAY (PLUS FRINGES): NOT APPLICABLE

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-421-00-280-001

AI - 28133

SHERIFF'

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF				$136,500.00	$136,500.00	$0.00	$0.00	$3,600.00	$0.00	$500.00	$140,600.00
0002	113	CHIEF DEPUTY				$85,000.00	$85,000.00	$1,080.00	$0.00	$3,300.00	$0.00	$500.00	$89,880.00
0003	113	DIVISION COMM				$75,000.00	$75,000.00	$1,260.00	$0.00	$1,800.00	$0.00	$500.00	$78,560.00
0004	113	DIVISION COMM				$75,000.00	$75,000.00	$1,200.00	$0.00	$1,800.00	$0.00	$500.00	$78,500.00
0005	113	CAPTAIN				$65,000.00	$65,000.00	$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$68,620.00
0006	113	CAPTAIN				$65,000.00	$65,000.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$68,680.00
0007	113	CAPTAIN				$65,000.00	$65,000.00	$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$68,620.00
0008	113	CAPTAIN				$65,000.00	$65,000.00	$360.00	$0.00	$1,800.00	$0.00	$500.00	$67,660.00
0009	113	CHIEF ADMINISTRATOR	18	0	$65,253.00	$65,253.00	$65,253.00	$360.00	$0.00	$0.00	$0.00	$500.00	$66,113.00
0010	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,740.00	$0.00	$3,300.00	$0.00	$0.00	$59,220.00
0011	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,500.00	$0.00	$1,800.00	$0.00	$0.00	$57,480.00
0012	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$960.00	$0.00	$3,000.00	$0.00	$500.00	$56,808.00
0013	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,260.00	$0.00	$1,800.00	$0.00	$500.00	$57,740.00
0014	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$960.00	$0.00	$1,200.00	$0.00	$500.00	$55,008.00
0015	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$660.00	$0.00	$0.00	$0.00	$0.00	$53,008.00
0016	113	INFORMATION TECHNOLOGY MANAGER	15	1	$54,526.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$500.00	$55,026.00
0018	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$720.00	$0.00	$1,800.00	$0.00	$0.00	$54,868.00
0019	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,560.00	$0.00	$1,800.00	$0.00	$500.00	$58,040.00
0020	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$960.00	$0.00	$1,200.00	$0.00	$500.00	$56,840.00
0021	113	ACCOUNTANT III	12	0	$41,120.00	$41,120.00	$41,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,120.00
0022	113	SERGEANT STEP II				$47,589.00	$47,589.00	$900.00	$0.00	$1,800.00	$0.00	$500.00	$50,789.00
0023	113	SERGEANT STEP I				$45,980.00	$45,980.00	$480.00	$0.00	$600.00	$0.00	$0.00	$47,060.00
0024	113	SERGEANT STEP I				$45,980.00	$45,980.00	$540.00	$0.00	$600.00	$0.00	$500.00	$47,620.00
0025	113	SERGEANT STEP III				$49,255.00	$49,255.00	$1,260.00	$0.00	$1,800.00	$0.00	$0.00	$52,315.00
0026	113	SERGEANT STEP II				$47,589.00	$47,589.00	$720.00	$0.00	$1,200.00	$0.00	$500.00	$50,009.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-421-00-280-001

AI - 28133

SHERIFF'

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	SERGEANT STEP II				$47,589.00	$47,589.00	$720.00	$0.00	$1,200.00	$0.00	$0.00	$49,509.00
0028	113	SERGEANT STEP II				$47,589.00	$47,589.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$49,449.00
0029	113	SERGEANT STEP III				$49,255.00	$49,255.00	$1,200.00	$0.00	$1,800.00	$0.00	$500.00	$52,755.00
0030	113	SERGEANT STEP III				$49,255.00	$49,255.00	$720.00	$0.00	$1,800.00	$0.00	$0.00	$51,775.00
0031	113	SERGEANT STEP III				$49,255.00	$49,255.00	$660.00	$0.00	$1,200.00	$0.00	$500.00	$51,615.00
0032	113	SERGEANT STEP III				$49,255.00	$49,255.00	$840.00	$0.00	$1,200.00	$0.00	$500.00	$51,795.00
0033	113	SERGEANT STEP III				$49,255.00	$49,255.00	$600.00	$0.00	$600.00	$0.00	$0.00	$50,455.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	13	1	$46,747.00	$46,747.00	$46,747.00	$1,500.00	$0.00	$0.00	$0.00	$500.00	$48,747.00
0035	113	SERGEANT STEP I				$45,980.00	$45,980.00	$420.00	$0.00	$1,500.00	$0.00	$500.00	$48,400.00
0036	113	SERGEANT STEP II				$47,589.00	$47,589.00	$1,260.00	$0.00	$1,800.00	$0.00	$0.00	$50,649.00
0037	113	SERGEANT STEP I				$45,980.00	$45,980.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$47,840.00
0038	113	SERGEANT STEP III				$49,255.00	$49,255.00	$960.00	$0.00	$1,200.00	$0.00	$500.00	$51,915.00
0039	113	SERGEANT STEP I				$45,980.00	$45,980.00	$300.00	$0.00	$1,200.00	$0.00	$0.00	$47,480.00
0040	113	SERGEANT STEP II				$47,589.00	$47,589.00	$720.00	$0.00	$1,200.00	$0.00	$0.00	$49,509.00
0041	113	SERGEANT STEP II				$47,589.00	$47,589.00	$720.00	$0.00	$1,200.00	$0.00	$0.00	$49,509.00
0042	113	CRIME SCENE SPECIALIST	12	2	$44,799.00	$44,799.00	$44,799.00	$600.00	$0.00	$0.00	$0.00	$500.00	$45,899.00
0043	113	CRIME SCENE SPECIALIST	12	2	$44,799.00	$44,799.00	$44,799.00	$600.00	$0.00	$0.00	$0.00	$500.00	$45,899.00
0044	113	CRIME SCENE SPECIALIST	12	2	$44,799.00	$44,799.00	$44,799.00	$540.00	$0.00	$0.00	$0.00	$500.00	$45,839.00
0045	113	MECHANIC V	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0046	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,680.00	$0.00	$3,900.00	$0.00	$0.00	$50,357.00
0047	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,440.00	$0.00	$3,900.00	$0.00	$500.00	$50,617.00
0048	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,620.00	$0.00	$3,900.00	$0.00	$500.00	$50,797.00
0049	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$3,600.00	$0.00	$0.00	$47,283.00
0050	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,500.00	$0.00	$3,900.00	$0.00	$0.00	$50,177.00
0051	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$960.00	$0.00	$3,600.00	$0.00	$0.00	$49,337.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-421-00-280-001

AI - 28133

SHERIFF'

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0052	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,440.00	$0.00	$3,900.00	$0.00	$500.00	$50,617.00
0053	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,080.00	$0.00	$3,300.00	$0.00	$500.00	$49,657.00
0054	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,020.00	$0.00	$3,300.00	$0.00	$500.00	$49,597.00
0055	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,500.00	$0.00	$3,600.00	$0.00	$500.00	$50,377.00
0056	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0057	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$49,297.00
0058	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$2,100.00	$0.00	$500.00	$40,780.00
0059	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$49,297.00
0060	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$39,620.00
0061	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$3,300.00	$0.00	$500.00	$47,543.00
0062	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$39,680.00
0063	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0064	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$41,670.00
0065	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0066	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$2,700.00	$0.00	$500.00	$48,697.00
0067	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,743.00
0068	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0069	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,000.00
0070	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0071	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$600.00	$0.00	$0.00	$0.00	$0.00	$38,600.00
0072	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$49,237.00
0073	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$49,237.00
0074	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,200.00	$0.00	$3,600.00	$0.00	$0.00	$49,577.00
0075	113	SENIOR DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$46,577.00
0076	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-421-00-280-001

AI - 28133

SHERIFF'

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0077	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$2,700.00	$0.00	$500.00	$48,577.00
0078	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$49,177.00
0079	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,080.00	$0.00	$3,300.00	$0.00	$500.00	$49,657.00
0080	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$44,820.00
0081	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0082	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$2,100.00	$0.00	$500.00	$48,157.00
0083	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$49,297.00
0084	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$900.00	$0.00	$2,100.00	$0.00	$0.00	$47,777.00
0085	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$48,037.00
0086	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$49,237.00
0087	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$180.00	$0.00	$1,800.00	$0.00	$0.00	$41,310.00
0088	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$49,177.00
0089	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,300.00	$0.00	$0.00	$48,857.00
0090	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,917.00
0091	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,917.00
0092	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,260.00	$0.00	$1,800.00	$0.00	$0.00	$47,837.00
0093	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$60.00	$0.00	$0.00	$0.00	$0.00	$38,060.00
0094	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$3,000.00	$0.00	$0.00	$48,497.00
0095	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$2,700.00	$0.00	$500.00	$48,637.00
0096	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0097	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0098	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,260.00	$0.00	$1,200.00	$0.00	$0.00	$47,237.00
0099	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,380.00	$0.00	$1,200.00	$0.00	$0.00	$47,357.00
0100	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,080.00	$0.00	$1,200.00	$0.00	$0.00	$47,057.00
0101	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$47,477.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0102	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$960.00	$0.00	$3,900.00	$0.00	$500.00	$50,137.00
0103	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0104	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$1,800.00	$0.00	$0.00	$47,237.00
0105	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$46,577.00
0106	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$1,800.00	$0.00	$0.00	$47,297.00
0107	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$1,800.00	$0.00	$0.00	$47,297.00
0108	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0109	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0110	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$300.00	$0.00	$5,100.00	$0.00	$500.00	$49,163.00
0111	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$4,500.00	$0.00	$0.00	$48,243.00
0112	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$1,200.00	$0.00	$0.00	$39,320.00
0113	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0114	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$46,637.00
0115	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$47,603.00
0116	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$40,900.00
0117	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$46,637.00
0118	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$600.00	$0.00	$0.00	$44,403.00
0119	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$47,603.00
0120	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0121	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$300.00	$0.00	$4,200.00	$0.00	$500.00	$46,800.00
0122	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,700.00	$0.00	$500.00	$46,943.00
0123	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$1,500.00	$0.00	$3,900.00	$0.00	$0.00	$48,663.00
0124	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$46,403.00
0125	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$780.00	$0.00	$2,700.00	$0.00	$500.00	$47,243.00
0126	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,283.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0127	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,683.00
0128	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0129	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,683.00
0130	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$3,300.00	$0.00	$500.00	$47,543.00
0131	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$3,000.00	$0.00	$0.00	$46,863.00
0132	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$1,800.00	$0.00	$500.00	$46,103.00
0133	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$2,700.00	$0.00	$0.00	$46,503.00
0134	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$660.00	$0.00	$2,700.00	$0.00	$500.00	$47,123.00
0135	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0136	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$2,700.00	$0.00	$500.00	$47,003.00
0137	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$1,800.00	$0.00	$0.00	$45,603.00
0138	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$40,400.00
0139	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,683.00
0140	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,400.00	$0.00	$0.00	$46,083.00
0141	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,283.00
0142	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$2,100.00	$0.00	$0.00	$40,220.00
0143	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,223.00
0144	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,223.00
0145	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0146	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$720.00	$0.00	$3,000.00	$0.00	$500.00	$47,483.00
0147	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$2,100.00	$0.00	$0.00	$40,280.00
0148	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$40,220.00
0149	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0150	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$40,840.00
0151	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$1,200.00	$0.00	$500.00	$45,383.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0152	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$45,363.00
0153	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$300.00	$0.00	$3,600.00	$0.00	$0.00	$47,163.00
0154	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$46,523.00
0155	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$240.00	$0.00	$1,500.00	$0.00	$0.00	$43,540.00
0156	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0157	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$300.00	$0.00	$3,300.00	$0.00	$500.00	$47,363.00
0158	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$46,403.00
0159	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$600.00	$0.00	$0.00	$44,403.00
0160	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$45,363.00
0161	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$44,820.00
0162	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,743.00
0163	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,743.00
0164	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$600.00	$0.00	$0.00	$44,343.00
0165	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$45,783.00
0166	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0167	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,683.00
0168	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,223.00
0169	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$2,700.00	$0.00	$500.00	$47,063.00
0170	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$44,883.00
0171	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,283.00
0172	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0173	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0174	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$180.00	$0.00	$3,600.00	$0.00	$500.00	$43,610.00
0175	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0176	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$44,943.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0177	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$300.00	$0.00	$3,300.00	$0.00	$0.00	$46,863.00
0178	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$300.00	$0.00	$2,700.00	$0.00	$500.00	$46,763.00
0179	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0180	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$3,600.00	$0.00	$500.00	$42,280.00
0181	113	ACCOUNTANT II	10	4	$41,006.00	$41,006.00	$41,006.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$42,626.00
0182	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$780.00	$0.00	$0.00	$0.00	$0.00	$40,720.00
0183	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,940.00
0184	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,360.00
0185	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$540.00	$0.00	$0.00	$0.00	$0.00	$40,480.00
0186	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0187	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,240.00
0188	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0189	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$4,800.00	$0.00	$0.00	$46,960.00
0190	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$300.00	$0.00	$2,700.00	$0.00	$500.00	$45,300.00
0191	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$300.00	$0.00	$3,600.00	$0.00	$500.00	$46,200.00
0192	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0193	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$660.00	$0.00	$3,600.00	$0.00	$0.00	$46,060.00
0194	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0195	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$180.00	$0.00	$3,300.00	$0.00	$0.00	$42,810.00
0196	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0197	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$3,600.00	$0.00	$500.00	$43,670.00
0198	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$300.00	$0.00	$3,300.00	$0.00	$500.00	$45,900.00
0199	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$2,700.00	$0.00	$500.00	$41,740.00
0200	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$1,200.00	$0.00	$0.00	$40,770.00
0201	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$240.00	$0.00	$3,000.00	$0.00	$0.00	$45,040.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0202	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$1,800.00	$0.00	$0.00	$41,370.00
0203	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$240.00	$0.00	$3,300.00	$0.00	$500.00	$45,840.00
0204	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$43,850.00
		TRANSFER-IN EMPLOYEE NO. 121916 FROM THE COURTHOUSE SECURITY TO THE SHERIFF'S OFFICE											
0205	**113**	**DEPUTY SHERIFF STEP I**				**$38,000.00**	**$38,000.00**	**$420.00 ~~$300.00~~**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$38,420.00**
0206	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0207	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,570.00
0208	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$43,900.00
0209	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$44,880.00
0210	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$44,640.00
0211	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0212	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$44,880.00
0213	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$44,760.00
0214	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$0.00	$0.00	$0.00	$42,160.00
0215	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$45,483.00
0216	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$44,820.00
0217	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0218	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0219	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$44,080.00
0220	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,570.00
0221	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,480.00
0222	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$240.00	$0.00	$0.00	$0.00	$0.00	$42,040.00
0223	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0224	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$960.00	$0.00	$1,200.00	$0.00	$0.00	$40,160.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0225	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,570.00
0226	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0227	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,510.00
0228	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$41,020.00
0229	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$600.00	$0.00	$0.00	$0.00	$0.00	$38,600.00
0230	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,570.00
0231	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$3,300.00	$0.00	$500.00	$41,980.00
0232	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$3,000.00	$0.00	$500.00	$43,070.00
0233	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$1,800.00	$0.00	$0.00	$41,370.00
0234	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$39,680.00
0235	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0236	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0237	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0238	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0239	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,480.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANAL'	9	2	$35,563.00	$35,563.00	$35,563.00	$420.00	$0.00	$0.00	$0.00	$500.00	$36,483.00
0241	113	EVIDENCE TECHNICIAN	9	1	$34,360.00	$34,360.00	$34,834.00	$660.00	$0.00	$0.00	$0.00	$500.00	$35,994.00
0242	113	EVIDENCE TECHNICIAN	9	1	$34,360.00	$34,360.00	$34,834.00	$420.00	$0.00	$0.00	$0.00	$500.00	$35,754.00
0243	113	HUMAN RESOURCES SPECIALIST II	8	2	$32,929.00	$32,929.00	$33,141.00	$420.00	$0.00	$0.00	$0.00	$0.00	$33,561.00
0244	113	COMMUNICATIONS OFFICER	7	3	$31,520.00	$31,520.00	$31,855.00	$600.00	$0.00	$0.00	$0.00	$0.00	$32,455.00
0245	113	COMMUNICATIONS OFFICER	7	3	$31,520.00	$31,520.00	$31,855.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,575.00
0246	113	COMMUNICATIONS OFFICER	7	3	$31,520.00	$31,520.00	$31,855.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,855.00
0247	113	QUARTER MASTER	8	1	$31,815.00	$31,815.00	$31,815.00	$600.00	$0.00	$0.00	$0.00	$0.00	$32,415.00
0248	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$33,075.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$34,275.00
0249	113	ACCOUNTANT I	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0250	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,985.00
0251	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0252	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$600.00	$0.00	$0.00	$0.00	$0.00	$31,089.00
0253	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0254	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0255	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0256	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0257	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$31,569.00
0258	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0259	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0260	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0261	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$31,629.00
0262	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0263	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,969.00
0264	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0265	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0266	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0267	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,985.00
0268	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0269	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0270	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$420.00	$0.00	$0.00	$0.00	$0.00	$30,909.00
0272	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$31,096.00	$31,096.00	$600.00	$0.00	$0.00	$0.00	$500.00	$32,196.00
0273	113	ASSISTANT QUARTER MASTER	7	1	$29,458.00	$29,458.00	$29,458.00	$600.00	$0.00	$0.00	$0.00	$0.00	$30,058.00
0274	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$27,997.00
0275	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$780.00	$0.00	$0.00	$0.00	$0.00	$27,517.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0276	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$27,877.00
0277	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$780.00	$0.00	$0.00	$0.00	$0.00	$27,517.00
0278	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$27,997.00
0279	113	ADMINISTRATIVE ASSISTANT I	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
0280	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,924.00
0281	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,864.00
0282	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,084.00
0283	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,084.00
0284	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,504.00
0285	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0287	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00
0288	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,321.00
0289	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0290	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,321.00
0291	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0292	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0293	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0294	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,711.00
0295	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0296	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0297	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,711.00
G313	113	CRIME VICTIM LIASON	10	2	$38,408.00	$8,427.00	$8,427.00	$660.00	$0.00	$0.00	$0.00	$0.00	$9,087.00
0327	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0328	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$44,883.00
0329	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$600.00	$0.00	$0.00	$44,223.00

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANAL'	9	2	$35,563.00	$35,563.00	$35,563.00	$300.00	$0.00	$0.00	$0.00	$500.00	$36,363.00
0331	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0332	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0333	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0334	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$2,100.00	$0.00	$0.00	$40,280.00
0335	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0336	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$3,300.00	$0.00	$500.00	$41,980.00
0337	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,510.00
0338	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,000.00
0339	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$1,500.00	$0.00	$0.00	$43,780.00
0340	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$44,760.00
0341	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$0.00	$0.00	$0.00	$42,160.00
0342	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$44,640.00
0343	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$44,880.00
0344	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$44,820.00
0345	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0346	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$900.00	$0.00	$0.00	$0.00	$0.00	$28,176.00
0347	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$840.00	$0.00	$0.00	$0.00	$0.00	$28,116.00
A348	113	DEPUTY SHERIFF	0	0	$0.00	$0.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
A349	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$0.00
A350	113	DEPUTY SHERIFF	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
A351	113	DEPUTY SHERIFF	0	0	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
A352	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
A353	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
A354	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-421-00-280-001

AI - 28133

SHERIFF'

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
A355	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$180.00	$0.00	$0.00	$0.00	$0.00	$0.00
A356	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
A357	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
A358	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$240.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
A359	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
A360	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
0361	113	BUDGET MANAGER II	17	1	$63,599.00	$63,599.00	$63,599.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$65,399.00
0362	113	PROCUREMENT SPECIALIST	12	1	$43,284.00	$43,284.00	$43,284.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,824.00
					$2,486,125.00	$12,959,974.00	$12,724,280.00	$162,120.00	$0.00	$397,800.00	$0.00	$53,500.00	$13,332,840.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1241-421-23-115-044-0

AI - 28133

COURTHOUSE SECURITY

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$240.00	$0.00	$600.00	$0.00	$0.00	$42,640.00
0002	113	SERGEANT STEP III				$49,255.00	$49,255.00	$720.00	$0.00	$1,200.00	$0.00	$0.00	$51,175.00
0003	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0004	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$46,577.00
0005	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$600.00	$0.00	$0.00	$44,463.00
0006	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$0.00	$0.00	$0.00	$45,497.00
0007	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$43,900.00
0008	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0009	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$0.00	$0.00	$0.00	$42,220.00
0010	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$1,020.00	$0.00	$1,200.00	$0.00	$0.00	$45,483.00
0011	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$180.00	$0.00	$1,200.00	$0.00	$0.00	$40,710.00
		TRANSFER-IN EMPLOYEE NO. 139041 FROM THE SHERIFF'S OFFICE TO THE COURTHOUSE SECURITY											
0012	**113**	**DEPUTY SHERIFF STEP I**				**$38,000.00**	**$38,000.00**	**$300.00** ~~$420.00~~	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$38,300.00**
0013	113	SECURITY SPECIALIST	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0014	113	SECURITY SPECIALIST	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0015	113	SECURITY SPECIALIST	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
					$95,445.00	$599,510.00	$599,510.00	$5,700.00	$0.00	$7,800.00	$0.00	$0.00	$613,010.00

AI-28209 **12. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Tax Office **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Interlocal City of Edinburg:
1. Approval of certification of revenues.
2. Approval of appropriation of funds.
3. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade
Create	0134	Deputy Clerk I	5
Create	0135	Deputy Clerk I	5

4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

Position being created in relation to the approved interlocal agreement between Hidalgo County and the City of Edinburg.
REF:CC 08/22/11 AI-28101/ 8.A.
Salary for proposed positions and related fringe benefits pending approval of appropriation.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	08/25/2011 10:04 AM
Budget & Management	Merlen P. Munoz	08/25/2011 10:05 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Rosie Cantu Started On: 08/23/2011 03:41 PM

Final Approval Date: 08/25/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **TAX OFFICE (140-001)** DATE: **08/23/2011**

CURRENT POSITION TITLE: - CURRENT SLOT. #: 0134 & 0135

REQUESTED POSITION TITLE: DEPUTY CLERK I

REQUEST FOR:

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

POSITION SALARY REQUEST:

2	-0-	G5 S1 $25,256.00 x 2	$ 50,512.00
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

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

☐ Other Budget Amendment - Reimbursement from Interlocal.

POSITION TYPE:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

NECESSARY WORKLOAD ASSUMED FROM INTER LOCAL AGREEMENT TO COLLECT TAXES FOR CITY OF EDINBURG. NO BUDGET IMPACT, FUNDED BY CITY OF EDINBURG.

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

PERFORMS GENERAL CLERICAL DUTIES AS REQUIRED, SEE ATTACHED.

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

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

INTERLOCAL AGREEMENT TO COLLECT CITY OF EDINBURG TAXES. NO BUDGET IMPACT.

FUNDED BY CITY OF EDINBURG.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/23/2011	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/25/2011	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 08/24/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DEPUTY CLERK I

GRADE: 05

GENERAL DESCRIPTION

Performs moderately complex (journey-level) clerical work; Work involves support tasks primarily involving customer service and clerical activities which may include: processing inquiries and requests for information, entering and maintaining data, cashiering. Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting stuffing and mailing documents

Enters information on office records to the computer and retrieves information to respond to inquiries

Type correspondence and other documents and materials using a typewriter and/or processing software

Assists the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail

Ability to work well with others

Regular attendance is a must

Performs related duties as required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard senior high school or equivalent is generally preferred, plus one (1) year of general office experience or an equivalent combination of experience and training which provides the required knowledge, skills and abilities; Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedures manuals.

Ability to fill out reports, answer routing correspondence and speak effectively to the public.

Ability to deal with problems involving several concrete variables in standardized situations

Ability to operate a computer, typewriter and other basic office equipment

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011 **Agenda Item:** 28209

Summary of request/proposal:
TAX OFFICE (1100)
APPROVAL TO CREATE TWO (2) NEW REGULAR FULL TIME DEPUTY CLERK I POSITIONS, SLOT NO.'S 0134 & 0135, GRADE 5.

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1100	DEPUTY CLERK I	0134	113	-	-	0.00	5	1	25,256.00	25,256.00
1100	DEPUTY CLERK I	0135	113	-	-	0.00	5	1	25,256.00	25,256.00
			TOTAL			0.00			50,512.00	50,512.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-415-15-140-001-0-	113	TAX OFFICE-	REG F/T EMPLOYEES	$11,656.62
1-1100-415-15-140-001-0-	211	TAX OFFICE-	HEALTH INSURANCE	$1,661.54
1-1100-415-15-140-001-0-	212	TAX OFFICE-	LIFE INSURANCE	$12.46
1-1100-415-15-140-001-0-	220	TAX OFFICE-	FICA	$1,783.46
1-1100-415-15-140-001-0-	230	TAX OFFICE-	RETIREMENT	$1,119.04
1-1100-415-15-140-001-0-	250	TAX OFFICE-	UNEMPLOYMENT COMP	$58.28
1-1100-415-15-140-001-0-	260	TAX OFFICE-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$16,291.40

2012 Budgetary Impact: **$66,731.88**

Possible Funding Sources: **REVENUES FROM INTERLOCAL AGREEMENT WITH THE CITY OF EDINBURG. (SEE APPROPRIATION)**

Budget Office Comments: ***SALARIES AND FRINGE BENEFITS WILL BE REIMBURSED AS PER INTERLOCAL AGREEMENT WITH THE CITY OF EDINBURG. SALARIES PRORATED FROM 09-26-2011 TO 12/31/2011.***

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-415-15-140-001-0

TAX OFFICE

AI - 28209

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	TAX ASSESSOR/COLLECTOR				$87,360.00	$87,360.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$95,360.00
0002	113	CHIEF DEPUTY II	19	1	$74,182.00	$74,182.00	$74,182.00	$780.00	$0.00	$0.00	$6,940.00	$0.00	$81,902.00
0003	113	MANAGER, TAX COLLECTION SECTION	17	1	$63,599.00	$63,599.00	$63,599.00	$1,680.00	$0.00	$0.00	$2,800.00	$0.00	$68,079.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SECTION	15	3	$58,342.00	$58,342.00	$58,348.00	$540.00	$0.00	$0.00	$5,625.00	$0.00	$64,513.00
0005	113	CHIEF FRAUD INVESTIGATOR	14	2	$52,254.00	$52,254.00	$52,624.00	$660.00	$0.00	$0.00	$0.00	$500.00	$53,784.00
0006	113	MANAGER, TAX ASSESSING SECTION	15	1	$54,526.00	$54,526.00	$54,526.00	$2,100.00	$0.00	$0.00	$0.00	$0.00	$56,626.00
0007	113	ACCOUNTS REPORT SPECIALIST	14	2	$52,254.00	$52,254.00	$52,766.00	$660.00	$0.00	$0.00	$1,500.00	$0.00	$54,926.00
0008	113	ACCOUNTANT IV	14	1	$50,487.00	$50,487.00	$50,516.00	$1,200.00	$0.00	$0.00	$1,500.00	$0.00	$53,216.00
0009	113	COMPUTER SYSTEM ADMINISTATOR	12	4	$47,829.00	$47,829.00	$47,829.00	$660.00	$0.00	$0.00	$1,500.00	$0.00	$49,989.00
0010	113	FRAUD INVESTIGATOR	12	0	$41,120.00	$41,120.00	$41,120.00	$0.00	$0.00	$0.00	$0.00	$500.00	$41,620.00
0011	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$48,383.00	$48,922.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$50,482.00
0012	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,914.00
0013	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,314.00
0014	113	ACCOUNTANT III	12	1	$43,284.00	$43,284.00	$43,284.00	$780.00	$0.00	$0.00	$0.00	$0.00	$44,064.00
0015	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$960.00	$0.00	$0.00	$1,500.00	$0.00	$48,774.00
0017	113	DEPUTY CLERK II	7	10	$38,737.00	$38,737.00	$39,196.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,196.00
0018	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,800.00	$0.00	$0.00	$1,500.00	$0.00	$42,472.00
0019	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,860.00	$0.00	$0.00	$1,500.00	$0.00	$42,532.00
0020	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$780.00	$0.00	$0.00	$1,500.00	$0.00	$41,452.00
0021	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,320.00	$0.00	$0.00	$900.00	$0.00	$41,392.00
0022	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$480.00	$0.00	$0.00	$1,500.00	$0.00	$36,951.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-415-15-140-001-0

TAX OFFICE

AI - 28209

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0023	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$660.00	$0.00	$0.00	$750.00	$0.00	$36,381.00
0024	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$420.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0025	113	BOOKKEEPER II	8	2	$32,929.00	$32,929.00	$32,929.00	$600.00	$0.00	$0.00	$0.00	$0.00	$33,529.00
0026	113	DEPUTY CLERK II	7	7	$35,644.00	$35,644.00	$36,063.00	$780.00	$0.00	$0.00	$0.00	$0.00	$36,843.00
0027	113	TITLE EXAMINER II	8	3	$34,043.00	$34,043.00	$34,043.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,703.00
0028	113	DEPUTY CLERK II	7	7	$35,644.00	$35,644.00	$35,644.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$37,144.00
0029	113	BOOKKEEPER II	8	2	$32,929.00	$32,929.00	$33,249.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,269.00
0030	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,380.00	$0.00	$0.00	$750.00	$0.00	$35,712.00
0031	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,140.00	$0.00	$0.00	$750.00	$0.00	$35,472.00
0032	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,860.00	$0.00	$0.00	$750.00	$0.00	$36,192.00
0033	113	BOOKKEEPER II	8	3	$34,043.00	$34,043.00	$34,160.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,760.00
0034	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$36,413.00
0035	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$36,353.00
0036	113	DEPUTY CLERK II	7	2	$30,489.00	$30,489.00	$30,865.00	$420.00	$0.00	$0.00	$0.00	$0.00	$31,285.00
0037	113	TITLE EXAMINER I	6	4	$30,141.00	$30,141.00	$30,588.00	$540.00	$0.00	$0.00	$0.00	$0.00	$31,128.00
0038	113	BOOKKEEPER I	6	4	$30,141.00	$30,141.00	$30,141.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$31,281.00
0039	113	BOOKKEEPER I	6	2	$28,231.00	$28,231.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,231.00
0040	113	TECHNICIAN II	6	4	$30,141.00	$30,141.00	$30,141.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,141.00
0041	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$32,929.00	$660.00	$0.00	$0.00	$0.00	$0.00	$33,589.00
0042	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,598.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$30,738.00
0043	113	BOOKKEEPER I	6	3	$29,186.00	$29,186.00	$29,186.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,606.00

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0044	113	DEPUTY CLERK I	5	5	$28,792.00	$28,792.00	$28,959.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,499.00
0045	113	DEPUTY CLERK I	5	5	$28,792.00	$28,792.00	$28,864.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$30,184.00
0046	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$28,214.00	$720.00	$0.00	$0.00	$0.00	$0.00	$28,934.00
0047	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,448.00
0048	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$29,048.00
0049	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,245.00	$900.00	$0.00	$0.00	$750.00	$0.00	$28,895.00
0050	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,245.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,665.00
0051	113	BOOKKEEPER I	6	2	$28,231.00	$28,231.00	$28,231.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,711.00
0052	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0053	113	DEPUTY CLERK II	7	3	$31,520.00	$31,520.00	$31,520.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$32,720.00
0054	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,554.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,094.00
0055	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,470.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,470.00
0056	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,428.00	$900.00	$0.00	$0.00	$0.00	$0.00	$27,328.00
0057	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,420.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$27,440.00
0058	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,680.00
0059	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,620.00
0060	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,345.00
0061	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0062	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,625.00
0063	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$26,645.00
0064	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,625.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0065	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,525.00
0066	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,285.00
0067	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,553.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,153.00
0068	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,553.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,853.00
0069	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0070	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,375.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$26,575.00
0071	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,319.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,319.00
0072	113	INVENTORY SPECIALIST I	4	3	$25,021.00	$25,021.00	$25,236.00	$0.00	$0.00	$0.00	$2,250.00	$0.00	$27,486.00
0073	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0074	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$300.00	$0.00	$0.00	$0.00	$0.00	$27,324.00
0075	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0076	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0077	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0078	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0079	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,796.00
0080	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,736.00
0081	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0082	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0083	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0084	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0085	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0086	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$26,396.00
0087	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0088	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0089	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,976.00
0090	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,096.00
0091	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0092	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0093	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0094	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,796.00
0095	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0096	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0098	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0099	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0100	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,796.00
0102	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0103	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,976.00
0104	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0105	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0106	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0107	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0108	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0109	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0110	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0111	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0112	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0113	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0114	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0115	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0116	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0117	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0118	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0119	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0120	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0121	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0122	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0123	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$32,929.00	$420.00	$0.00	$0.00	$1,500.00	$0.00	$34,849.00
0124	113	DEPUTY CLERK II	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,520.00
0125	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,800.00
0126	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,500.00
0127	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$900.00	$0.00	$0.00	$0.00	$0.00	$27,040.00
0128	113	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	$31,815.00	$32,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,300.00
0129	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0130	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0131	113	ACCOUNTANT II	10	0	$35,254.00	$35,254.00	$35,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,254.00
0132	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0133	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
		CREATE ↓											
0134	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0135	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	$3,979,065.00	$4,066,425.00	$4,026,294.00	$65,040.00	$0.00	$0.00	$45,265.00	$1,000.00	$4,137,599.00

APPROVAL TO CREATE TWO (2) NEW REGULAR FULL TIME DEPUTY CLERK I POSITIONS, SLOT NO.'S 0134 & 0135, GRADE 5.
Personnel Actions pending CC approval.

DATE: August 24, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for TAX OFFICE

ACCOUNT NUMBER: 1-1100-415-15-140-001-0-XXX TAX OFFICE

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-415-15-140-001-0-113	TAX OFFICE-	REG F/T EMPLOYEES	11,656.62
1-1100-415-15-140-001-0-211	TAX OFFICE-	HEALTH INSURANCE	1,661.54
1-1100-415-15-140-001-0-212	TAX OFFICE-	LIFE INSURANCE	12.46
1-1100-415-15-140-001-0-220	TAX OFFICE-	FICA	1,783.46
1-1100-415-15-140-001-0-230	TAX OFFICE-	RETIREMENT	1,119.04
1-1100-415-15-140-001-0-250	TAX OFFICE-	UNEMPLOYMENT COMP	58.28
1-1100-415-15-140-001-0-601	TAX OFFICE-	OFFICE & COMPUTER SUPPLIES	1,208.59
1-1100-341-10-140-045-0-000	TAX A/C CITY OF EDINBURG-	REVENUES	17,499.99
		TOTAL BUDGET INCREASE (DECREASE)	**17,499.99**

REASON: TO APPROPRIATE INTERLOCAL AGREEMENT FUNDING (FROM CITY OF EDINBURG) FOR THE COST OF SALARIES AND RELATED FRINGE BENEFITS FOR NEW TWO DEPUTY CLERK I POSITIONS, SLOTS 0134 & 0135 AND A PRORATED AMOUNT IN OPERATING. REF: CC 08/22/2011 AI-28101/8.A.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-28101 **8. A.**
CC REGULAR
Meeting Date: 08/22/2011
Submitted By: Neida Chavana, TAX OFFICE
Department: TAX OFFICE

Information

CAPTION
Requesting Approval of Inter-Local Cooperation Agreement for Tax Assessment and Collection of Taxes between CITY OF EDINBURG and COUNTY of HIDALGO, effective October 1, 2011.

BACKGROUND
Two (2) Tax Clerk/Cashier positions will be created with funding from this Interlocal next week.
City to pay $ 70,000. to county; balance after creating positions will be for office supplies.

Fiscal Impact

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

BUDGETARY IMPACT:
No fiscal Impact.
City of Edinburg will pay Hidalgo County a total of $70,000.00.

Attachments

Back-Up
Email - Approval by Legal
AGREEMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2011 11:23 AM
Perla Lopez	Perla Lopez	08/17/2011 01:41 PM
Auditor's Office	Arcilia Duran	08/17/2011 02:00 PM
Dina Trevino	Merlen P. Munoz	08/18/2011 10:23 AM
Dale Kennan	Dale Kennan	08/18/2011 10:59 AM
Purchasing Department	Angela Garcia	08/19/2011 08:35 AM

Form Started By: Neida Chavana Started On: 08/17/2011 10:51 AM
Final Approval Date: 08/19/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This Agreement made and entered into this 23rd day of August, 20 11, by and between the County of Hidalgo (hereinafter called "COUNTY"), a political subdivision of the State of Texas and the City of Edinburg, Texas, (hereinafter called "CITY") duly organized and existing under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

WITNESSETH:

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one person, the Tax Assessor-Collector of Hidalgo County, Texas (hereafter called "TAC") and

WHEREAS, the parties enter into this Agreement in order to eliminate the potential duplication of the existing system for the assessment and collection of taxes and to promote governmental efficiency; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23 (a) (4), 6.24, 6.29 and 6.30 of the Texas Property Tax Code (hereafter called "Tax Code") and Article 4413 (32c), V.T.C.S., known as the "Inter-local Cooperation Act";

NOW, THEREFORE, for purposes stated herein, it is mutually agreed as follows:

I. TERM:

This Agreement is for the collection of CITY taxes for the 2011 Tax Year effective OCTOBER 1ST · 2011. This Agreement shall be automatically renewed for subsequent tax years on SEPTEMBER 30TH of each calendar year unless either party gives written notice to the other of its intent to terminate this agreement at least thirty (30) days prior to the renewal date.

II. APPOINTMENT:

The CITY appoints the TAC as the Assessor-Collector of taxes for the CITY for the term of this Agreement. The TAC shall have full authority and responsibility to assess all of the real and personal property subject to taxation located within the boundaries of the

CITY in accord with the laws pertaining thereto. The TAC is authorized and directed to collect all taxes of the CITY, both current and delinquent, including taxes previously assessed by the CITY. The TAC shall remain in the sole employ and control of the COUNTY.

III. DESCRIPTION OF SERVICES:

1. The COUNTY, through its TAC, hereby agrees to provide the following ad valorem tax related services:

   A. Compute and publish the effective tax rate subject to consideration and approval of the CITY. Expenses for all notices and publications shall be borne by the CITY;

   B. Establish the tax roll based on property values and exemption certified by the Appraisal District and the tax rate, exemptions, and discounts authorized by the CITY;

   C. Prepare and mail tax statements for all of the CITY tax accounts;

   D. Receive payment of taxes on behalf of the City;

   E. Refund overpayment or erroneous payments of taxes as provided by law.

   F. Disburse tax monies received at the COUNTY Tax Office during the term of this contract, on the next business day. All other payments received at the COUNTY 'S Depository Bank ("Bank") will be received in accordance with the terms of the lock box processing agreement between the BANK and the COUNTY.

   G. Prepare and submit reports as required pursuant to Texas Property Tax Code Ann. Sec. 31.10, to the City accounting for all taxes collected. The COUNTY further agrees to prepare and/or provide information and reports for State agencies, auditors and other activities regarding the assessment, collection, and disbursement of ad-valorem taxes. The COUNTY shall also provide current and delinquent tax rolls, quarterly status reports, partial payment contracts and delinquent tax statements upon request.

   H. The TAC will apply equal effort in the assessment and collection of current and delinquent property taxes for the parties of the Agreement. The TAC activity will not show bias toward any taxing unit for which it collects current and delinquent property taxes.

I. The TAC will permit the taxpayer, in the event of payment of less than the consolidated bill is tendered, to apply the payment as the taxpayer desires, in compliance with State Law. In the absence of the expression of any preference as to application of payment, the payment will be applied in compliance with Section 31.07 of the Property Tax Code which states that if a collector accepts a partial payment of a tax bill that includes taxes for more than one taxing unit, the collector shall allocate the partial payment among all the taxing units included on the bill in proportion to the amount of tax included in the bill for each taxing unit.

J. Any waiver of penalty and interest being considered must establish that the delinquency was caused by a direct action or inaction of the TAC or Appraisal as described by the Property Tax Code.

K. The TAC will limit the time frame allowed for installment payment agreement on delinquency property taxes owing to the City to no more than twelve (12) months. Written approval must be obtained for the City Manager or his designee for deviations.

L. The TAC will refrain from seizing and/or selling any property pertaining to the CITY'S Tax Roll having a homestead designation for payment of delinquent taxes without written approval.

M. The TAC will certify to the City an estimate of the collection rate of the current year, the amount of debt taxes, if applicable, and other required information pursuant to Tax Code Sec. 26.04.

N. The CITY and COUNTY agree that interest payments required as a result of untimely processing of refunds are not considered reimbursable expenses.

2. The CITY hereby specifically authorizes and empowers Hidalgo County, Texas, its employees, officials and agents to perform all acts which the COUNTY, its employees, officials, and agents determine necessary proper, and in the best interest of the CITY in order to accomplish the services hereby agreed to be performed by the COUNTY.

3. The following duties and responsibilities of the CITY are specifically excluded from this Agreement:

A. Any obligation of the Hidalgo County Appraisal District;

B. Adoption of a tax rate for the CITY;

C. Obligation of the CITY regarding publication of tax information, meeting notices and elections regarding the establishment of a tax rate; and

D. Any other obligations imposed by law upon the CITY not specifically agreed to be performed herein by the COUNTY.

E. Adopt and enforce reasonable regulations not inconsistent with the Constitution and Laws of this State as may be deemed essential for the proper collection, checking, and accounting of revenues by the COUNTY, including funds held in trust for the CITY.

IV. DELINQUENT TAXES:

1. Pursuant to Section 6.24 of the Texas Tax Code, the CITY hereby authorizes the COUNTY by and through the TAC to collect delinquent taxes for the CITY as provided herein.

2. Pursuant to Subsection (c.), Section 6.30, Texas Property Tax Code Ann., if the CITY has entered into a contract with a law firm to represent the CITY in the enforcing and collecting of delinquent taxes, the attorney's compensation is set forth in such contract. A copy of the CITY'S Delinquent Tax Collection Agreement must be attached hereto and incorporated herein by reference as Exhibit "A".

3. Pursuant to Section 33.07, Texas Property Tax Code Ann., the COUNTY agrees to produce and deliver to the "CITY'S" delinquent tax attorney a Notice of Delinquency that includes the additional penalty to defray the costs of collection for mailing to the property owner at least thirty (30) and not more than sixty (60) days before July 1.

4. No installment agreement for the payment of CITY'S delinquent taxes, which are in excess of $5,000.00, will be entered into by the TAC without the prior approval of the CITY. No installment agreements on behalf of the CITY will be entered into prior to July 1 for payment of current year delinquent taxes.

V. CONSIDERATION:

1. The CITY hereby agrees to pay and the COUNTY agrees to accept a fee of $70,000 of all current and delinquent base taxes collected from OCTOBER 1ST, 2011, through SEPTEMBER 30TH, 2012. For subsequent years, after reviewing actual collection costs, the COUNTY will submit to the CITY, prior to May 1, the fee for the following year. The CITY will have until June 1, to accept the recommended fee.

2. The COUNTY will deduct a 1/12th - collection fee from monthly collections and submit monthly collections reports.

3. If for any reason the CITY is unable to provide the COUNTY with necessary tax account information and adopted tax rate prior to the COUNTY'S mailing of its own Tax Bills, the CITY agrees to assume the entire cost for such additional mailing. It is understood however, that the CITY will be charged a prorated amount on an equal basis if another Entity is consolidated on such billing.

4. The CITY is to provide in writing its adopted tax rate to the COUNTY no later than October 1st of each year and the COUNTY is to mail out the consolidated tax statements no later than November 1st of each year. If the CITY fulfills this requirement and the COUNTY, due to a delay in adoption of its tax rate or other entities tax rate determines that it will not be able to mail consolidated tax statements by November 1st, then the COUNTY at its own expense will mail a separate tax statement for the CITY by November 1st.

5. The CITY will require the TAC to give bond conditioned on his faithful performance of duties. The bond shall be payable to, approved by, and paid for by the CITY in an amount to be determined by the CITY.

VI. MISCELLANEOUS:

1. It is expressly understood and agreed that, in the execution of this Agreement, neither the COUNTY nor CITY waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2. All notices provided to be given under this Agreement shall be given by regular or certified mail addressed to the proper party, at the following address:

IF TO COUNTY:
Hon. Ramon Garcia, County Judge
100 E. Cano, 2nd Floor
P.O. Box 1356
Edinburg, Texas 78540

WITH COPIES TO:
Armando Barrera Jr., RTA
Hidalgo County Tax Assr/Coll
P.O. Box 178
Edinburg, Texas 78540-0178

Ray Eufracio, County Auditor
2808 S. Business Hwy 281
Edinburg, Texas 78539

IF TO THE CITY:
Hon. Richard Garcia, Mayor
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78541

3. 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 parties created hereunder are performable in Hidalgo County, Texas.

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

6. PRIOR AGREEMENT SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE 23rd DAY OF Aug, 2011.

COUNTY OF HIDALGO:

BY: _____
Ramon Garcia
County Judge
Hidalgo County, Texas

CITY OF EDINBURG:

BY: _____
Richard Garcia, Mayor
City of Edinburg

ATTEST:

_____
Arturo Guajardo,
County Clerk
Hidalgo County

_____
Myra Ayala-Garza, City Secretary
City of Edinburg

CITY OF EDINBURG, TEXAS

APPROVED BY
COMMISSIONERS' COURT
8/22/11

AI-27939 **13. B.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Mr. Olivarez **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Health Adm (1100)/ Health Clinics (1100):
1. Approval to delete the following full-time positions/ cost allocations:

Dept.	Slot No.	Position Title	Grade
Health Adm.	0005	Chief Health Inspector	12
Health Adm.	0015	Septic Tank Inspector	7
Health Adm.	0041	Clerk II	3
Health Clinics	0066	Clerk I	1
Health Clinics	G074	Registered Nurse III - (Cost Allocation)	14
Health Clinics	G078	Eligibility Specialist I - (Cost Allocation)	4
Health Clinics	G079	Eligibility Specialist I - (Cost Allocation)	4
Health Clinics	G082	Social Worker - (Cost Allocation)	11
Health Clinics	G083	Social Worker - (Cost Allocation)	11
Health Clinics	G116	Clerk III - (Cost Allocation)	5

2. Approval to delete the following cost allocations and pay 100% from General Fund as listed below, effective 09/01/2011:

Emp. No.	Position Title	Grade	Slot No.	Dept./ Fund	Current Cost Allocation Distribution (%)	Proposed Cost Allocation Distribution (%)
152633	Registered Nurse III	14	G073	Health Clinics (1100)	13.58%	100%
			G003	SDI (1293)	86.42%	-
176907	Registered Nurse III	14	G072	Health Clinics (1100)	13.58%	100%
			G005	SDI (1293)	86.42%	-
000264	Billing Supervisor	11	G076	Health Clinics (1100)	11.20%	100%
			G007	SDI (1293)	88.80%	-
121797	Social Worker	11	G067	Health Clinics (1100)	20.07%	100%
			G009	SDI (1293)	79.93%	-

3. Approval of interdepartmental transfer.
4. Approal of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Funds from deletion of positions available to be transferred to Health Clinics, pending approval of interdepartmental transfer.

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed positions and related fringe benefit expenditures available from deletion of various cost allocations and positions. Additional funding available to be transferred from Health Adm. for various deletion of positions, pending approval of interdepartmental transfer.

Attachments

PARS

fiscal note

revised salary schedule

Job Descriptions

Transfer

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	08/24/2011 10:11 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Sylvia Solis Started On: 08/08/2011 01:43 PM

Final Approval Date: 08/25/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH ADM (340-001) DATE: 8/22/2011

CURRENT POSITION TITLE: CHIEF HEALTH INSPECTOR CURRENT SLOT. #: 0005

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 43,284.00 (Grade 12/ Step 1) Current Budgeted Salary $ 0.00 Proposed Budgeted Salary $ (43,284.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Although this position is still needed in this division, as a result of budget constraints, it is being deleted to allow the funding associated with this position to be transferred into another position that has been deemed more essential at this time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	09/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH ADM (340-001) DATE: 8/22/2011

CURRENT POSITION TITLE: SEPTIC TANK INSPECTOR CURRENT SLOT. #: 0015

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount:	$ 29,458.00 (Grade 7/ Step 1)	$ 0.00	$ (29,458.00)
	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	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Although this position is still needed, as a result of budget constraints, it is being deleted to allow the funding associated with this position to be transferred into another position that has been deemed more essential at this time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH ADM (340-001) DATE: 8/22/2011

CURRENT POSITION TITLE: CLERK II CURRENT SLOT. #: 0041

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount:	$	24,685.00 (Grade 3/ Step 5)	$	0.00	$	(24,685.00)
		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 [X] Part Time Employee Object 114 [ ]

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Although this position is still needed, as a result of budget constraints, it is being deleted to allow the funding associated with this position to be transferred into another position that has been deemed more essential at this time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003)
SDI (340-018)

DATE: 08/22/2011

CURRENT POSITION TITLE: SOCIAL WORKER

CURRENT SLOT. #: G067 (340-003)
G009 (340-018)

REQUESTED POSITION TITLE: SOCIAL WORKER

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other REDISTRIBUTE COST ALLOCATION

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

POSITION SALARY REQUEST:

Salary Amount: **HEATH CLINICS (1100)**	$ 9,281.00 (Grade 11/ Step 4) Current Budgeted Salary	$ 44,678.00 (Grade 11/ Step 4) Proposed Budgeted Salary	$ 35,397.00 Net Change
SDI GRANT (1293)	$ 35,397.00 (Grade 11/ Step 4) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (35,397.00) Net Change

Position to be funded from one of the following:

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

☒ Other ADDITIONAL FUNDING FROM HEALTH ADM. (1100) FUNDS

POSITION Type:

Full Time Employee Object 113 X
Part Time Employee Object 114 ☐
Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

This position is essential as it is needed to provide clinic client services under the Title V prenatal and child health billable services according to DSHS & Medicaid guidelines. In addition, this position also provide billable immunization and TB services.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003)
SDI (340-018)

DATE: 08/22/2011

CURRENT POSITION TITLE: REGISTERED NURSE III

CURRENT SLOT. #: G072 (340-003)
G005 (340-018)

REQUESTED POSITION TITLE: REGISTERED NURSE III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other REDISTRIBUTE COST ALLOCATION

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

POSITION SALARY REQUEST:

Salary Amount: **HEATH CLINICS (1100)**	$ 7,576.00 (Grade 14/Step 4) Current Budgeted Salary	$ 55,790.00 (Grade 14/Step 4) Proposed Budgeted Salary	$ 48,214.00 Net Change
SDI GRANT (1293)	$ 48,214.00 (Grade 14/ Step 4) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (48,214.00) Net Change

Position to be funded from one of the following:

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

☒ Other ADDITIONAL FUNDING FROM HEALTH ADM. (1100) FUNDS

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

This position is essential as it is needed to provide clinic client services under the Title V prenatal and child health billable services according to DSHS & Medicaid guidelines. In addition, this position also provides billable immunization and TB services.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	NO
2.	HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	✓ YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	✓ YES	NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003)
SDI (340-018)

DATE: 08/22/2011

CURRENT POSITION TITLE: REGISTERED NURSE III

CURRENT SLOT. #: G073 (340-003)
G003 (340-018)

REQUESTED POSITION TITLE: REGISTERED NURSE III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other REDISTRIBUTE COST ALLOCATION

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

POSITION SALARY REQUEST:

Salary Amount: **HEATH CLINICS (1100)**	$ 6,856.00 (Grade 14/Step 1) Current Budgeted Salary	$ 50,487.00 (Grade 14/Step 1) Proposed Budgeted Salary	$ 43,631.00 Net Change
SDI GRANT (1293)	$ 43,631.00 (Grade 14/ Step1) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (43,631.00) Net Change

Position to be funded from one of the following:

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

☒ Other ADDITIONAL FUNDING FROM HEALTH ADM. (1100) FUNDS

POSITION Type:

Full Time Employee Object 113 ☒ X
Part Time Employee Object 114 ☐
Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

This position is essential as it is needed to provide clinic client services under the Title V prenatal and child health billable services according to DSHS & Medicaid guidelines. In addition, this position also provides billable immunization and TB services.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003)
SDI (340-018)

DATE: 08/22/2011

CURRENT POSITION TITLE: BILLING SUPERVISOR

CURRENT SLOT. #: G076 (340-003)
G007 (340-018)

REQUESTED POSITION TITLE: BILLING SUPERVISOR

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other REDISTRIBUTE COST ALLOCATION

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

POSITION SALARY REQUEST:

Salary Amount: **HEATH CLINICS (1100)**	$ 5,163.00 (Grade 11/ Step 3) Current Budgeted Salary	$ 43,243.00 (Grade 11/ Step 3) Proposed Budgeted Salary	$ 38,080.00 Net Change
SDI GRANT (1293)	$ 38,080.00 (Grade 11/ Step 3) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (38,080.00) Net Change

Position to be funded from one of the following:

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

☒ Other ADDITIONAL FUNDING FROM HEALTH ADM. (1100) FUNDS

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

This position is essential as it is needed to provide clinic client services under the Title V prenatal and child health billable services according to DSHS & Medicaid guidelines. In addition, this position also oversees all staff associated with billing DSHS, Medicaid and other third party providers.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 8/22/2011

CURRENT POSITION TITLE: CLERK I CURRENT SLOT. #: 0066

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount:	$ 18,564.00 (Grade 1/ Step 1) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (18,564.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Although this position is still needed in this division, as a result of budget constraints, it is being deleted to allow the funding associated with this position to be transferred into another position that has been deemed more essential at this time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 8/22/2011

CURRENT POSITION TITLE: REGISTERED NURSE III CURRENT SLOT. #: G074

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	$ 7,571.00 (Grade 14/ Step 4) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (7,571.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Although this position is still needed in this division, as a result of budget constraints, it is being deleted to allow the funding associated with this Position to be transferred into another position that has been deemed more essential at this time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 8/22/2011

CURRENT POSITION TITLE: ELIGIBILITY SPECIALIST I CURRENT SLOT. #: G078

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	$ 4,830.00 (Grade 4/ Step 2) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (4,830.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Although this position is still needed in this division, as a result of budget constraints, it is being deleted to allow the funding associated with this Position to be transferred into another position that has been deemed more essential at this time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 8/22/2011

CURRENT POSITION TITLE: ELIGIBILITY SPECIALIST I CURRENT SLOT. #: G079

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	$ 2,840.00 (Grade 4/ Step 0) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (2,840.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Although this position is still needed in this division, as a result of budget constraints, it is being deleted to allow the funding associated with this Position to be transferred into another position that has been deemed more essential at this time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 8/22/2011

CURRENT POSITION TITLE: SOCIAL WORKER CURRENT SLOT. #: G082

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	$ 4,681.00 (Grade 11/ Step 1) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (4,681.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Although this position is still needed in this division, as a result of budget constraints, it is being deleted to allow the funding associated with this slot to be transferred into another position that has been deemed more essential at this time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 8/22/2011

CURRENT POSITION TITLE: SOCIAL WORKER CURRENT SLOT. #: G083

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	$ 6,323.00 (Grade 11/ Step 0) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (6,323.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Although this position is still needed in this division, as a result of budget constraints, it is being deleted to allow the funding associated with this position to be transferred into another position that has been deemed more essential at this time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 8/22/2011

CURRENT POSITION TITLE: CLERK III CURRENT SLOT. #: G116

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Grade 5/ Step 3) Current Budgeted Salary $ 0.00 Proposed Budgeted Salary $ (0.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

This position is not needed in this division at this time.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/23/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 27939

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Summary of request/proposal:
HEALTH ADM. (1100):
Approval to delete the following full-time positions:

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1100	CHIEF HEALTH INSPECTOR	0005	113	12	1	43,284.00			0.00	(43,284.00)
1100	SEPTIC TANK INSPECTOR	0015	113	7	1	29,458.00			0.00	(29,458.00)
1100	CLERK II	0041	113	3	5	24,685.00			0.00	(24,685.00)
						97,427.00			0.00	(97,427.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT)	AMOUNT
1-1100-441-00-340-001-0- 113	HEALTH ADM. - REG F/T EMPLOYEES	($33,350.01)
1-1100-441-00-340-001-0- 211	HEALTH ADM. - HEALTH INSURANCE	($3,696.93)
1-1100-441-00-340-001-0- 212	HEALTH ADM. - LIFE INSURANCE	($27.72)
1-1100-441-00-340-001-0- 220	HEALTH ADM. - FICA	($2,551.28)
1-1100-441-00-340-001-0- 230	HEALTH ADM. - RETIREMENT	($3,201.60)
1-1100-441-00-340-001-0- 250	HEALTH ADM. - UNEMPLOYMENT COMP	($166.75)
1-1100-441-00-340-001-0- 260	HEALTH ADM. - WORKER'S COMP	$0.00
	2011 BUDGETARY IMPACT:	($42,994.29)

2012 Budgetary Impact: **($125,601.30)**

Possible Funding Sources: **AVAILABLE FUNDS TRANSFERRED TO HEALTH CLINICS;**

Comments:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 27939

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Summary of request/proposal:
HEALTH CLINICS (1100):
Approval to delete the following full-time positions/ cost allocations:

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1100	CLERK I	0066	114	1	1	18,564.00			0.00	(18,564.00)
1100	REGISTERED NURSE III	G074	113	14	4	7,571.00			0.00	(7,571.00)
1100	ELIGIBILITY SPECIALIST I	G078	113	4	2	4,830.00			0.00	(4,830.00)
1100	ELIGIBILITY SPECIALIST I	G079	113	4	0	2,840.00			0.00	(2,840.00)
1100	SOCIAL WORKER	G082	113	11	1	4,681.00			0.00	(4,681.00)
1100	SOCIAL WORKER	G083	113	11	0	6,323.00			0.00	(6,323.00)
1100	CLERK III	G116	113	5	3	0.00			0.00	0.00
Approval to cost allocate 100% from General Fund for the positions below, effective 09/01/2011:										
1100	REGISTERED NURSE III	G073	113	14	1	6,856.00	14	1	50,487.00	43,631.00
1100	REGISTERED NURSE III	G072	113	14	4	7,576.00	14	4	55,790.00	48,214.00
1100	BILLING SUPERVISOR	G076	113	11	3	5,163.00	11	3	43,243.00	38,080.00
1100	SOCIAL WORKER	G067	113	11	4	9,281.00	11	4	44,678.00	35,397.00
* COST ALLOCATIONS						73,685.00			194,198.00	120,513.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT)	AMOUNT
1-1100-441-00-340-003-0- 113	HLTH CLINICS - REG F/T EMPLOYEES	$46,537.30
1-1100-441-00-340-003-0- 114	HLTH CLINICS - P/T EMPLOYEES	($6,211.80)
1-1100-441-00-340-003-0- 211	HLTH CLINICS - HEALTH INSURANCE	($4,496.90)
1-1100-441-00-340-003-0- 212	HLTH CLINICS - LIFE INSURANCE	($33.72)
1-1100-441-00-340-003-0- 220	HLTH CLINICS - FICA	$3,084.90
1-1100-441-00-340-003-0- 230	HLTH CLINICS - RETIREMENT	$3,871.25
1-1100-441-00-340-003-0- 250	HLTH CLINICS - UNEMPLOYMENT COMP	$201.63
1-1100-441-00-340-003-0- 260	HLTH CLINICS - WORKER'S COMP	$0.00
	2011 BUDGETARY IMPACT:	$42,952.66

2012 Budgetary Impact: **$134,650.06**

Possible Funding Sources: **HEALTH ADM. FUNDS**

Comments:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 27939

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Summary of request/proposal:
SDI (1293):
Approval to delete the following full-time positions/ cost allocations and pay 100% from General Fund for the positions below, effective 09/01/2011::

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1100	REGISTERED NURSE III	G003	113	14	1	43,631.00				(43,631.00)
1100	REGISTERED NURSE III	G005	113	14	4	48,214.00				(48,214.00)
1100	BILLING SUPERVISOR	G007	113	11	3	38,080.00				(38,080.00)
1100	SOCIAL WORKER	G009	113	11	4	35,397.00				(35,397.00)
						165,322.00			0.00	(165,322.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
1-1293-441-00-340-018-1	113	SDI	REG F/T EMPLOYEES	($49,107.48)
1-1293-441-00-340-018-1	211	SDI	HEALTH INSURANCE	($4,066.66)
1-1293-441-00-340-018-1	212	SDI	LIFE INSURANCE	($30.50)
1-1293-441-00-340-018-1	220	SDI	FICA	($4,231.93)
1-1293-441-00-340-018-1	230	SDI	RETIREMENT	($5,310.65)
1-1293-441-00-340-018-1	250	SDI	UNEMPLOYMENT COMP	($276.60)
1-1293-441-00-340-018-1	260	SDI	WORKER'S COMP	$0.00
			2011 BUDGETARY IMPACT:	($63,023.82)

2012 Budgetary Impact: N/A

Possible Funding Sources: NO BUDGETARY IMACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-441-00-340-001-0

AI - 27939

HEALTH ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	CHIEF ADMIN OFFCR				$108,355.00	$108,355.00	$480.00	$0.00	$0.00	$0.00	$0.00	$108,835.00
0002	113	ACCOUNTANT III	12	5	$49,344.00	$49,344.00	$49,344.00	$480.00	$0.00	$0.00	$0.00	$0.00	$49,824.00
0004	113	EXECUTIVE ASSISTANT I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
~~0005~~	~~113~~	~~CHIEF HEALTH INSPECTOR~~	~~12~~	~~1~~	~~$43,284.00~~	~~$43,284.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0006	113	HEALTH INSPECTOR II	9	1	$34,360.00	$34,360.00	$34,934.00	$360.00	$0.00	$0.00	$5,000.00	$0.00	$40,294.00
0008	113	HEALTH INSPECTOR I	7	4	$32,551.00	$32,551.00	$32,551.00	$720.00	$0.00	$0.00	$5,000.00	$0.00	$38,271.00
0009	113	HEALTH INSPECTOR I	7	3	$31,520.00	$31,520.00	$31,801.00	$600.00	$0.00	$0.00	$5,000.00	$0.00	$37,401.00
0010	113	ANIMAL CONTROL SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,186.00	$840.00	$0.00	$0.00	$0.00	$0.00	$30,026.00
0011	113	HEALTH INSPECTOR I	7	2	$30,489.00	$30,489.00	$30,829.00	$480.00	$0.00	$0.00	$5,000.00	$0.00	$36,309.00
0012	113	SEPTIC TANK INSPECTOR	7	2	$30,489.00	$30,489.00	$30,829.00	$600.00	$0.00	$0.00	$5,000.00	$0.00	$36,429.00
0013	113	ANIMAL CONTROL SPECIALIST II	6	5	$31,096.00	$31,096.00	$31,096.00	$300.00	$0.00	$0.00	$5,000.00	$0.00	$36,396.00
0014	113	HEALTH INSPECTOR I	7	2	$30,489.00	$30,489.00	$30,829.00	$360.00	$0.00	$0.00	$5,000.00	$0.00	$36,189.00
~~0015~~	~~113~~	~~SEPTIC TANK INSPECTOR~~	~~7~~	~~1~~	~~$29,458.00~~	~~$29,458.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0016	113	ANIMAL CONTROL SPECIALIST II	6	2	$28,231.00	$28,231.00	$28,288.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,288.00
0017	113	ANIMAL CONTROL SPECIALIST II	6	2	$28,231.00	$28,231.00	$28,288.00	$660.00	$0.00	$0.00	$0.00	$0.00	$28,948.00
0018	113	ANIMAL CONTROL SPECIALIST II	6	2	$28,231.00	$28,231.00	$28,231.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,531.00
0019	113	ADMINISTRATIVE ASSISTANT III	8	4	$35,157.00	$27,420.00	$27,422.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$28,622.00
0021	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,559.00
0022	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,139.00
0023	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,319.00
0024	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,839.00
0025	113	MATERIALS CLERK	5	1	$25,256.00	$25,256.00	$25,442.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,222.00
0026	113	CLERK III	5	4	$27,908.00	$27,908.00	$27,908.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,448.00
0027	113	FAMILY PLANNING AIDE	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0028	113	CLERK III	5	3	$27,024.00	$27,024.00	$27,024.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,744.00
0029	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,203.00
0030	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,203.00
0031	113	CLERK III	5	2	$26,140.00	$26,140.00	$26,140.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,560.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-441-00-340-001-0

AI - 27939

HEALTH ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0032	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,203.00
0033	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,203.00
0034	113	MAINTENANCE II	3	4	$23,927.00	$23,927.00	$24,000.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$25,020.00
0035	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$780.00	$0.00	$0.00	$0.00	$0.00	$24,983.00
0036	113	OUTREACH SPECIALIST I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0037	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,623.00
0038	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,683.00
0040	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$960.00	$0.00	$0.00	$0.00	$0.00	$24,960.00
~~0041~~	~~113~~	~~CLERK II~~	~~3~~	~~5~~	~~$24,685.00~~	~~$24,685.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0042	113	CLERK II	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0043	113	ELIGIBILITY SPECIALIST I	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
0044	113	CLERK III	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0045	113	PUBLIC HEALTH TECHNICIAN III	13	2	$48,383.00	$48,383.00	$49,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49,140.00
0046	113	ENVIRONMENTAL HEALTH SERVICES DIVISION MANAGER	15	1	$54,526.00	$54,526.00	$54,526.00	$1,140.00	$0.00	$0.00	$5,000.00	$0.00	$60,666.00
0047	113	PUBLIC HEALTH TECHNICIAN II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
				TOTAL	$1,245,668.00	$1,346,286.00	$1,251,939.00	$16,140.00	$0.00	$0.00	$40,000.00	$0.00	$1,308,079.00

Approval to delete the above highlighted positions.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1- 1100-441-00-340-003-0

AI - 27939

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	MIDWIFE	21	3	$92,582.00	$92,582.00	$92,582.00	$420.00	$0.00	$0.00	$0.00	$0.00	$93,002.00
0002	113	FAMILY NURSE PRACTITIONER	21	2	$89,554.00	$89,554.00	$89,554.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89,554.00
0003	113	DIRECTOR OF NURSING	19	3	$79,374.00	$79,374.00	$79,374.00	$900.00	$0.00	$0.00	$0.00	$0.00	$80,274.00
0004	113	BUDGET MANAGER II	17	1	$63,599.00	$63,599.00	$63,599.00	$360.00	$0.00		$0.00	$0.00	$63,959.00
0005	113	ASSISTANT DIRECTOR OF NURSING	17	4	$70,277.00	$70,277.00	$70,277.00	$780.00	$0.00	$0.00	$0.00	$0.00	$71,057.00
0006	113	DIRECTOR OF OPERATIONS	16	5	$67,132.00	$67,132.00	$67,322.00	$780.00	$0.00	$0.00	$0.00	$0.00	$68,102.00
0008	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$60,634.00
0009	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$960.00	$0.00	$0.00	$0.00	$0.00	$60,334.00
0010	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
0011	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$900.00	$0.00	$0.00	$0.00	$0.00	$60,274.00
0012	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
0013	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$780.00	$0.00	$0.00	$0.00	$0.00	$60,154.00
0014	113	REGISTERED NURSE IV	16	1	$58,888.00	$57,513.00	$57,513.00	$720.00	$0.00	$0.00	$0.00	$0.00	$58,233.00
0015	113	REGISTERED NURSE III	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,487.00
0016	113	REGISTERED NURSE III	14	4	$55,788.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,788.00
0017	113	REGISTERED NURSE III	14	4	$55,788.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,788.00
0018	113	HR COORDINATOR II	13	8	$58,199.00	$48,199.00	$48,200.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$49,700.00
0019	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
0020	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,969.00
0021	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$600.00	$0.00	$0.00	$0.00	$0.00	$44,089.00
0022	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,789.00
0023	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,789.00
0024	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$44,509.00
0025	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,909.00
0026	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,849.00
G027	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$41,481.00	$41,481.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$42,801.00
0028	113	SYSTEM SUPPORT SPECIALIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,498.00
0029	113	TB RECORD MANAGER	10	2	$38,408.00	$38,408.00	$38,408.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$39,788.00
0030	113	BILLING SPECIALIST V	9	2	$35,563.00	$35,563.00	$35,563.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$36,943.00
0031	113	BILLING SPECIALIST IV	7	3	$31,520.00	$31,520.00	$31,907.00	$780.00	$0.00	$0.00	$0.00	$0.00	$32,687.00
0032	113	MEDICAL TECHNICIAN II	7	3	$31,520.00	$31,520.00	$31,520.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$32,840.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1- 1100-441-00-340-003-0

AI - 27939

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0033	113	MEDICAL TECHNICIAN I	5	5	$28,792.00	$28,792.00	$28,792.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,332.00
0034	113	MEDICAL TECHNICIAN I	5	2	$26,140.00	$26,140.00	$26,143.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,863.00
0035	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,564.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$26,704.00
0036	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,863.00
0037	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$26,943.00
0038	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,563.00
0039	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,163.00
0040	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,533.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$27,033.00
0041	113	CLERK III	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0042	113	LABORATORY TECHNICIAN	4	3	$25,021.00	$25,021.00	$25,021.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,621.00
0043	113	COURIER	2	7	$24,261.00	$24,261.00	$24,261.00	$960.00	$0.00	$0.00	$0.00	$0.00	$25,221.00
0044	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0045	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$25,260.00
0046	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,300.00
0047	113	INVENTORY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,683.00
0048	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0049	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0050	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0051	113	CLINIC AIDE II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0052	113	CLINIC AIDE II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0053	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0055	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,480.00
0056	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0057	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
G058	113	PUBLIC HEALTH SPECIALIST	9	3	$36,766.00	$18,155.00	$18,155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,155.00
G060	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$13,256.00	$13,864.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$15,004.00
G061	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$13,256.00	$13,863.00	$360.00	$0.00	$0.00	$0.00	$0.00	$14,223.00
G062	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$13,256.00	$13,863.00	$360.00	$0.00	$0.00	$0.00	$0.00	$14,223.00
G063	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$14,211.00	$14,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,211.00
G064	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$11,430.00	$11,430.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,430.00
G065	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$11,213.00	$11,213.00	$480.00	$0.00	$0.00	$0.00	$0.00	$11,693.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1- 1100-441-00-340-003-0

AI - 27939

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
~~0066~~	~~114~~	~~CLERK I~~	~~1~~	~~1~~	~~$18,564.00~~	~~$18,564.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		100% GENERAL FUND COST ALLOCATION:			**$44,678.00**	**$44,678.00**							
G067	**113**	**SOCIAL WORKER**	**11**	**4**	~~$44,287.00~~	~~$8,890.00~~	**$9,281.00**	**$420.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$9,701.00**
G068	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$9,663.00	$9,663.00	$420.00	$0.00	$0.00	$0.00	$0.00	$10,083.00
G069	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$9,663.00	$9,663.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,663.00
G070	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$9,664.00	$9,664.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$10,684.00
G071	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$8,980.00	$8,980.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$10,060.00
		100% GENERAL FUND COST ALLOCATION:			**$55,790.00**	**$55,790.00**							
G072	**113**	**REGISTERED NURSE III**	**14**	**4**	~~$55,788.00~~	~~$7,574.00~~	**$7,576.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$7,576.00**
		100% GENERAL FUND COST ALLOCATION:			**$50,487.00**	**$50,487.00**							
G073	**113**	**REGISTERED NURSE III**	**14**	**1**	~~$50,487.00~~	~~$6,856.00~~	**$6,856.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,856.00**
~~G074~~	~~113~~	~~REGISTERED NURSE III~~	~~14~~	~~4~~	~~$55,788.00~~	~~$7,571.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
G075	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$7,980.00	$7,980.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,980.00
		100% GENERAL FUND COST ALLOCATION:			**$43,243.00**	**$43,243.00**							
G076	**113**	**BILLING SUPERVISOR**	**11**	**3**	~~$42,884.00~~	~~$4,804.00~~	**$5,163.00**	**$1,620.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,783.00**
G077	113	CLERK III	5	1	$25,256.00	$5,006.00	$5,041.00	$540.00	$0.00	$0.00	$0.00	$0.00	$5,581.00
~~G078~~	~~113~~	~~ELIGIBILITY SPECIALIST I~~	~~4~~	~~2~~	~~$24,203.00~~	~~$4,830.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~G079~~	~~113~~	~~ELIGIBILITY SPECIALIST I~~	~~4~~	~~0~~	~~$22,216.00~~	~~$2,840.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
G080	113	CLERK III	5	1	$25,256.00	$3,999.00	$3,999.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,999.00
G081	113	BILLING SPECIALIST II	3	4	$23,927.00	$3,584.00	$3,843.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,843.00
~~G082~~	~~113~~	~~SOCIAL WORKER~~	~~11~~	~~1~~	~~$40,078.00~~	~~$4,681.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~G083~~	~~113~~	~~SOCIAL WORKER~~	~~11~~			~~$6,323.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
G084	113	CLINIC AIDE II	3	4	$23,927.00	$5,331.00	$5,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,404.00
G085	113	BILLING SPECIALIST II	3	1	$21,653.00	$4,900.00	$4,900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,900.00
G086	113	MAINTENANCE II	3	4	$23,927.00	$2,491.00	$2,564.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$3,824.00
G087	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$1,341.00	$1,730.00	$720.00	$0.00	$0.00	$0.00	$0.00	$2,450.00
G088	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$2,076.00	$2,076.00	$600.00	$0.00	$0.00	$0.00	$0.00	$2,676.00
G089	113	ASST TB RECORDS MNGR	4	3	$25,021.00	$1,656.00	$1,658.00	$780.00	$0.00	$0.00	$0.00	$0.00	$2,438.00
G090	113	OUTREACH SPECIALIST I	4	1	$23,385.00	$526.00	$526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$526.00
G092	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$1,856.00	$1,856.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,856.00
G093	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$1,880.00	$1,880.00	$480.00	$0.00	$0.00	$0.00	$0.00	$2,360.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1- 1100-441-00-340-003-0

AI - 27939

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0094	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$26,583.00
G095	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$758.00	$759.00	$0.00	$0.00	$0.00	$0.00	$0.00	$759.00
G096	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$757.00	$757.00	$360.00	$0.00	$0.00	$0.00	$0.00	$1,117.00
G098	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$0.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
G100	113	HEALTH TECHNICIAN	7	1	$29,458.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
G102	113	RISK COMMUNICATION PLANNER	7	2	$30,489.00	$0.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
G103	113	HEALTH TECHNICIAN	7	2	$30,489.00	$0.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
G104	113	PUBLIC HEALTH PREP COORD	16	1	$58,888.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
G105	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0110	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
0111	113	REGISTERED NURSE II	12	5	$49,344.00	$49,344.00	$49,344.00	$660.00	$0.00	$0.00	$0.00	$0.00	$50,004.00
0112	113	MEDICAL TECHNICIAN I	5	2	$26,140.00	$26,140.00	$26,143.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,143.00
0113	113	MEDICAL TECHNICIAN I	5	2	$26,140.00	$26,140.00	$26,143.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,563.00
0115	113	EPIDEMIOLOGIST I	15	2	$56,434.00	$56,434.00	$56,434.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56,434.00
~~G116~~	~~113~~	~~CLERK III~~	~~5~~	~~3~~	~~$27,024.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
A120	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$0.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0121	113	FAMILY NURSE PRACTITIONER	0	0	$0.00	$92,582.00	$92,582.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92,582.00
A122	113	TB PROGRAM MANAGER	18	1	$68,687.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
A123	113	TX VCCNS MANAGER	11	1	$40,078.00	$0.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
A124	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$0.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0125	113	REGISTERED NURSE V	17	1	$63,599.00	$61,828.00	$61,828.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,828.00
				TOTAL	$4,354,718.00	$3,064,619.00	$2,839,093.00	$49,560.00	$0.00	$0.00	$0.00	$0.00	$2,888,653.00

1. Approval to delete the above highlighted full-time positions/ cost allocations:
2. Approval to cost allocate 100% from General Fund for the positions above, effective 09/01/2011:

Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1293-441-00-340-018-1

AI - 27939

SDI

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
~~G003~~	~~113~~	~~REGISTERED NURSE III~~	~~14~~	~~1~~	~~$50,487.00~~	~~$43,631.00~~	~~$43,631.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$43,631.00~~
G004	113	REGISTERED NURSE III	14	4	$55,788.00	$48,217.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
~~G005~~	~~113~~	~~REGISTERED NURSE III~~	~~14~~	~~4~~	~~$55,788.00~~	~~$48,214.00~~	~~$48,214.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$48,214.00~~
~~G007~~	~~113~~	~~BILLING SUPERVISOR~~	~~11~~	~~3~~	~~$42,884.00~~	~~$38,080.00~~	~~$38,080.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$38,080.00~~
G008	113	SOCIAL WORKER	11	1	$40,078.00	$35,397.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
~~G009~~	~~113~~	~~SOCIAL WORKER~~	~~11~~	~~4~~	~~$44,287.00~~	~~$35,397.00~~	~~$35,397.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$35,397.00~~
G011	113	MAINTENANCE II	3	4	$23,927.00	$21,436.00	$21,436.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,436.00
G012	113	CLERK III	5	1	$25,256.00	$21,257.00	$21,257.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,257.00
G013	113	CLERK III	5	1	$25,256.00	$20,250.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,250.00
G014	113	BILLING SPECIALIST II	3	4	$23,927.00	$20,343.00	$20,343.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,343.00
G015	113	ELIGIBILITY SPECIALIST I	4	0	$22,216.00	$19,376.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G016	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$19,373.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G017	113	BILLING SPECIALIST II	3	1	$21,653.00	$16,753.00	$16,753.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,753.00
G018	113	CLINIC AIDE II	3	4	$23,927.00	$18,596.00	$18,596.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,596.00
				TOTAL	$479,677.00	$406,320.00	$283,957.00	$0.00	$0.00	$0.00	$0.00	$0.00	$283,957.00

Approval to delete the following cost allocations and pay 100% from General Fund as listed below, effective 09/01/2011:

CHIEF HEALTH INSPECTOR

GRADE: 12

GENERAL DESCRIPTION

Performs highly advanced (senior-level) inspection work; Work involves planning, coordinating, overseeing, or conducting inspections and quality assurance reviews to ensure compliance with laws, regulations, and agency policies. May plan, assign, and/or supervise the work of others; Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees various inspections and the enforcement of laws and regulations of the county

Oversees and conducts inspections for compliance with Texas codes, standards, and laws; and researches and identifies the causes of violations

Oversees the investigation of complaints

Oversees the preparation of reports

Oversees or conducts licensing examinations

Makes recommendations on violations noted during inspections and conducts follow-up inspections

Identifies and selects recipients of evaluations

Establishes the priorities and methods of securing evidence

Evaluates programs and procedures to improve operations

Implements and oversees quality control systems

Ensures the collection of inspection fees according to departmental procedures

Testifies at hearings or before courts of jurisdiction

Assists with budget preparation

May plan, assign, and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years experience in inspection work. Two (2) years experience as a supervisor. Associates Degree in Business or related field; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of Texas laws, codes, and standards related to the area of responsibility; of the principles and methods of field inspection, law enforcement, and quality control; of the basic rules of evidence; and of business practices in regulated occupations

Skill in conducting inspections, in determining proper courses of action, and in using instruments or tools necessary to perform inspections

Ability to prepare reports; to interpret laws and regulations; and to plan, assigns, and/or supervises the work of others

Registration, Certification, or Licensure

May require certification for a specific program area

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

SEPTIC TANK INSPECTOR

GRADE: 07

GENERAL DESCRIPTION

Performs and involves planning, coordinating, overseeing, or conducting inspections and quality assurance reviews to ensure compliance with laws, regulations, and county policies; May plan, assign, and/or supervise the work of others; Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees various inspections and the enforcement of laws and regulations

Oversees and conducts inspections for compliance with Texas codes, standards, and laws; Researches and identifies the causes of violations

Oversees the investigation of complaints

Oversees the preparation of reports

Oversees or conducts licensing examinations

Makes recommendations on violations noted during inspections and conducts follow-up inspections

Identifies and selects recipients of evaluations

Establishes the priorities and methods of securing evidence

Evaluates programs and procedures to improve operations

Ensures the collection of inspection fees according to departmental procedures

Testifies at hearings or before courts of jurisdiction

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years experience in inspection work; Associates Degree in health or related field; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of Texas laws, codes, and standards related to the area of responsibility

Knowledge of the principles and methods of field inspection, law enforcement, and quality control

Knowledge of the basic rules of evidence and business practices in regulated occupations

Skill in conducting inspections, determining proper courses of action, and in using instruments or tools necessary to perform inspections

Ability to prepare reports, interprets laws and regulations, and to plan, assign, and/or supervise the work of others

Registration, Certification, or Licensure

May require certification for a specific program area

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CLERK II

GRADE: 03

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

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

Posts information to agency records and modifies forms or records

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

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

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

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

May perform back-up receptionist or telephone switchboard duties

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

May assist in balancing accounts by running tapes and proofreading

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

May administer employment tests

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

May receive and count cash

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

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

Knowledge, Skills, and Abilities

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

Skill in using a personal computer and office equipment

MS Word and Excel

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

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CLERK I

GRADE: 01

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

REGISTERED NURSE III

GRADE: 14

GENERAL DESCRIPTION

Performs complex (journey-level) nursing work; Work involves providing for the assessment, care, and treatment of patients; May supervise the work of others; Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Administers medication, immunizations, and treatment and observes patients for unusual symptoms and reactions

Conducts physical, developmental, and psychosocial assessments to determine eligibility for health services

Makes hospital rounds or home visits

Implements and monitors case management service plans

Provides specialized nursing services for individuals, families, groups, and communities

Develops individualized service plans

Prepares and maintains patient records and program reports

Plans and conducts community outreach and disease surveillance activities

Assists in developing health education strategies and resources for clients and/or direct care staff

Assists in developing in-service training and educational programs

May participate in quality assurance reviews

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in nursing work; Graduate from an accredited four-year college or university with major course work in nursing or from an accredited nursing program is

generally preferred; Two (2) years experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of nursing techniques and procedures, health care laws and regulations, medical diagnoses and procedures, accepted medical treatment programs, and community health and nursing care principles, practices, and procedures

Ability to provide patient care, prepare and maintain records, explain public health law, recognize patterns of medically necessary treatment, and to supervise the work of others

Must be registered as a Registered Nurse by the State of Texas or a state that recognizes reciprocity through the Nurse Licensure Compact

ELIGIBILITY SPECIALIST I

GRADE: 04

GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience with Indigent Health Care, Medicaid Program, or related social programs preferred. Graduation from a high school or equivalent; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation.

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to train others.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

SOCIAL WORKER

GRADE: 11

GENERAL DESCRIPTION

Research data and provide education on Family Violence Prevention; May conduct inspections and follow-up reviews to ensure compliance with laws, regulations, and county policies; May plan, assign, and/or supervise the work of others; Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Teaches family violence prevention classes

Researches literature and develops curriculum

Acts as a liaison with community agencies and organizations

Performs all other related duties involved in the operation of the Public Health Department as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's of Science degree in Health Education, Social Work, or a related field; and a minimum of one (1) year experience including education.

Knowledge, Skills, and Abilities

Knowledge of Texas laws, codes, and standards related to the area of responsibility

Knowledge of the principles and methods of field inspection

Comfortable teaching of large and small groups and relates well with middle school and high school students as well as adults

Must have planning and organizational skills as well as curriculum development skills

Skill in conducting inspections and interviews, in determining proper courses of action, and knowledge in using techniques, guidelines and standards to perform inspections

Ability to prepare reports, interpret laws and regulations

Ability to plan, assign, and/or supervise the work of others

Registration, Certification, or Licensure

May require certification for a specific program area

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

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

CLERK III

GRADE: 05

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

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

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

BILLING SUPERVISOR

GRADE: 11

GENERAL DESCRIPTION

Employee performs senior-level billing work. Work involves daily operational management of billing department and related functions. Monitors billing process to identify improvements, and makes recommendations to staff. Position may involve supervising staff and/or training of staff.

EXAMPLES OF WORK PERFORMED

Train, supervise, evaluate, and effectively recommends employment and discipline of all staff in billing department

Develop and maintain procedures for efficient and accurate processing

Coordinate all billing and accounts with records and information

Supervise the monitoring and reconciliation of third party remittances and collections

Institute payment plans when necessary for delinquent accounts or fees

Address all problems related to billing and accounts

Assists client with any information regarding their accounts and billing

Ensures compliance with county, state, and federal laws and guidelines

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years related billing experience with high volume billing in the private sector or public setting with one (1) year of supervisory experience preferred. Graduation from a standard senior high school is required. A Bachelors Degree in Accounting or Business Administration is preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of MS Word and Excel

Must have strong knowledge of billing and financial concepts

Strong analytical skills

Significant experience in healthcare billing methodologies, such as Medicaid, Medicare, HMO, PPO, etc.

Knowledge of coding

Excellent oral and written communication

Supervisory experience preferred

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DATE: August 23, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Health Clinics

ACCOUNT NUMBER: 1-1100-441-00-340-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-441-00-340-001-0- 113	HEALTH ADM. -	REG F/T EMPLOYEES	(33,350.01)
1-1100-441-00-340-001-0- 211	HEALTH ADM. -	HEALTH INSURANCE	(3,696.93)
1-1100-441-00-340-001-0- 212	HEALTH ADM. -	LIFE INSURANCE	(27.72)
1-1100-441-00-340-001-0- 220	HEALTH ADM. -	FICA	(2,551.28)
1-1100-441-00-340-001-0- 230	HEALTH ADM. -	RETIREMENT	(3,201.60)
1-1100-441-00-340-001-0- 250	HEALTH ADM. -	UNEMPLOYMENT	(166.75)
TO			
1-1100-441-00-340-003-0- 113	HLTH CLINICS -	REG F/T EMPLOYEES	$33,350.01
1-1100-441-00-340-003-0- 211	HLTH CLINICS -	HEALTH INSURANCE	$3,696.93
1-1100-441-00-340-003-0- 212	HLTH CLINICS -	LIFE INSURANCE	$27.72
1-1100-441-00-340-003-0- 220	HLTH CLINICS -	FICA	$2,551.28
1-1100-441-00-340-003-0- 230	HLTH CLINICS -	RETIREMENT	$3,201.60
1-1100-441-00-340-003-0- 250	HLTH CLINICS -	UNEMPLOYMENT	$166.75
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to cover the prorated difference for the 100% cost allocations from general fund and related fringe benefit expenditures for various positions (slot #'s G073, G072, G076 and G067.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

AI-28208 **13. C.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization for Hidalgo County to participate with Texas A & M Health Science Center in applying for a Region 6 Border 2012 Program grant offered by the Border Environment Cooperation Commission and the EPA. While the main applicant for this grant will be the Texas A & M Health Science Center, Hidalgo County will participate with an element of the program's objectives. The amount of the Sub-Award is limited to $25,000.00 and the performance period will be from October 1, 2011 to April 30, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

While the grant does not require any local matching funds, Hidalgo County Health & Human Services will contribute an estimated amount of $9,756.00. The cash contribution is associated with a percentage of salaries and fringes from two HCHHSD employees that will be participating in this program.

Attachments

Sub Award Commitment Form

RFP Cover Page

RFP

Proposal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/23/2011 04:01 PM
Manuel Chapa	Manuel Chapa	08/25/2011 08:28 AM
Auditor's Office	Angela Garcia	08/25/2011 08:32 AM
Rosalinda Cantu	Rosie Cantu	08/25/2011 08:47 AM
Purchasing Department	Marty Salazar	08/25/2011 08:53 AM

Form Started By: Mike Escaname Started On: 08/23/2011 03:31 PM

Final Approval Date: 08/25/2011

Texas A&M University System
Office of Sponsored Research Services

SUBRECIPIENT COMMITMENT FORM

All subrecipients should complete this form. It provides a checklist of documents and certifications required by sponsors, as well as an area for the Authorized Organizational Representative to sign.

Subrecipient Legal Name: Hidalgo County

Subrecipient Sponsored Programs Contact Name: Eduardo Olivarez, Chief Administrative Officer

Phone: 956-383-6221 Fax: 956-383-8864 E-mail: eddie.olivarez@hchd.org

Subrecipient Principal Investigator: Brenda Salazar

Address: 1304 S. 25th St City, State, Zip +4: Edinburg, TX 78539

Phone: 956-383-6221 Fax: 956-383-8864 E-mail: brenda.salazar@hchd.org

Prime Sponsor: n/a

Texas A&M Principal Investigator: Dr. Genny Carrillo-Zuniga

Texas A&M Proposal Title: Development of an Environmental/Epidemiological Database in the Texas-Mexico Border

Subrecipient Total Funds Requested: $25,000.00

Subrecipient Performance Period: Start Date 10/01/2011 End Date 04/30/2013

Section A – Proposal Documents

The following documents are included in our subaward proposal submission:

✓ **STATEMENT OF WORK** (required)

✓ **BUDGET AND BUDGET JUSTIFICATION** (if NIH, Sponsor Budget and Checklist required)

____ **NEGOTIATED FACILITIES AND ADMINISTRATIVE RATE AGREEMENT** (required)

✓ **SUBRECIPIENT COMMITMENT FORM** (this form) completed and signed by subrecipient Authorized Organizational Representative (required)

Section B – Certifications *(check all that apply)*

1. Human Subjects ____ **Yes** ✓ **No**

If Yes, copies of the IRB approval and approved "Informed Consent" form must be provided before any subaward can be issued. Please return the IRB approval and Informed Consent form as an attachment to this form.
If pending, please forward these documents to the Subaward Negotiator as soon as they become available. Please indicate the Texas A&M Principal Investigator's name and subcontract number for reference.

2. Animal Subjects ____ **Yes** ✓ **No**

If Yes, a copy of the IACUC approval must be provided before any subaward will be issued.

3. Cost –sharing ✓ **Yes** ____ **No**
(Cost-sharing amounts if applicable, explanation of sources should be included in the subrecipient's budget. Please note that an annual verification of cost-share commitment will be required.)

Section C - Institutional Information

1. DUNS Number of Subrecipient receiving award: 10-311-0834

2. EIN of Subrecipient receiving award: 746000717

3. Congressional Districts (list one or more): TX-15 and TX-28

Section D – FFATA Reporting

1. Performance site same as address above? ✓ **Yes** ____ **No**

If No, list performance site address _____

2. Executive compensation information for the Subrecipient must be reported if: More than 80% of annual gross revenues are from the Federal Government, and those revenues are greater than $25M annually; compensation information is not already available through reporting to the SEC.

Exempt from reporting compensation? ✓ **Yes** ____ **No**

If No, proceed with filling out the top 5 paid officers:

Officer 1 Name: _____
Officer 1 Compensation: _____

Officer 2 Name: _____
Officer 2 Compensation: _____

Officer 3 Name: _____
Officer 3 Compensation: _____

Officer 4 Name: _____
Officer 4 Compensation: _____

Officer 5 Name: _____
Officer 5 Compensation: _____

Section E – Approved for Subrecipient

The information, certifications, and representations above have been read, signed, and made by an Authorized Organizational Representative of the Subrecipient named herein. The appropriate programmatic and administrative personnel involved in this application are aware of agency policies in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with those policies.

Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the Subrecipient's own risk.

	1615 S. Closner, Suite J
Signature of Subrecipient's Authorized Organizational Representative	Address
Ramon Garcia, Hidalgo County Judge	Edinburg, TX 78539
Name and title of Authorized Institutional Representative	City, State, Zip+4
08/30/11	956-318-2600
Date	Phone
956-318-2699	ramon.garcia@co.hidalgo.tx.us
Fax	E-mail address

Coversheet

2011 Request for Proposals ~ Region 6 Border 2012 Program

Solicitation No. SOLTA-C11-006

July 18 – August 31, 2011

****Complete form, save, and submit this coversheet electronically with your proposal****	
Project Title: (MAXIMUM 10 WORDS)	
Legal name of organization or institution:	
Name of main point of Contact:	
Mailing Address:	
E-mail Address:	
Phone Number:	

Amount being requested from Border 2012 Program (in US dollars):	$	
Total amount of proposal (in US dollars):	$	
Letters of Demonstration for Leveraged Resources:	Yes ☐ How many?:___ No ☐	*(Letters of Demonstration are required from all entities contributing resources to the proposed project. All Letters must be included with this application. Refer to page 10 of the RFP for details.)*

For official use only
Proposal No.:_____
Meets threshold Eligibility Criteria: Yes ☐ No ☐

REQUEST FOR PROPOSAL



Solicitation No. SOLTA-C11-006

July 18, 2011

REGION 6 BORDER 2012 PROGRAM
2011 REQUEST FOR PROPOSALS

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1.0 OVERVIEW

The Border Environment Cooperation Commission (BECC), through this Request for Proposals (RFP) is soliciting proposals from eligible applicants for projects that meet U.S. - Mexico Border 2012 Program 2011 Priority Areas stipulated in this RFP.

Eligible applicants will have the opportunity to submit project proposals on the priorities listed for each of the Border 2012 Goals as outlined in Section 3 of this RFP. The priorities listed are specific to the needs of the Regional Work Groups (RWG) and project proposals submitted will address the individual Work Group's priorities. The geographic areas for each of the RWG are as follows:

1. The Texas-Chihuahua-New Mexico RWG encompass the region west of the Chihuahua - Coahuila border and includes the U.S. side; and extends west to the Chihuahua and Sonora border line on the Mexican side; and on the U.S. side the region covered extends west to the New Mexico – Arizona border line.

2. The Texas-Coahuila-Nuevo Leon-Tamaulipas RWG encompasses the region east of Chihuahua - Coahuila border and includes the U.S. side; and extends east to the Texas – Tamaulipas coastal regions.

The border region defined herein is that area within 100 kilometers on either side of the U.S.-Mexico border.

Eligible applicants will be able to submit project proposals directly to the BECC as specified in this RFP. **Please refer to Sub-section 5.0, Instructions for Submitting Proposals.**

2.0 BACKGROUND

The Border 2012 Program is a bi-national collaborative effort whose mission is to protect the environmental and public health in the U.S.-Mexico border region consistent with the principles of sustainable development. BECC is an international organization established for the purpose of preserving, protecting, and enhancing the environment in the U.S. - Mexico border region. The BECC and the EPA have established a partnership wherein the BECC will administer the RFP process, oversee the receipt and review of proposals, coordinate project selection, monitor project performance, and manage the EPA grant funds. The EPA will provide up to approximately $790,000 for the BECC to award projects, and to administer and manage the implementation of eligible projects in the Texas-Chihuahua-New Mexico Regional Workgroup area and for the Texas-Tamaulipas-Coahuila-Nuevo Leon Regional Workgroup area.

To see all of the Goals and Objectives of the Border 2012 Program and for information and background, refer to the Border 2012 Program web page: **http://www.epa.gov/Border2012**

3.0 2011 PRIORITIES AREAS

Proposed projects submitted under this RFP must address one or more of the priorities listed under a specific Border 2012 Goal in either Subsection A. or B. of this Section. Separate proposals can be submitted for any of the priorities listed under any of the Goals.

A. BORDER 2012 NEW MEXICO-TEXAS-CHIHUAHUA REGIONAL WORKGROUP 2011 PRIORITIES

Goal 1: Reduce Water Contamination

- Address sanitation issues related to decentralized systems (i.e. septic tanks, cesspools) through community workshops and training. Bring awareness to the need for removal of dormant or abandoned septic tanks/cesspools.

- Coordinate with other Federal Agencies resources to develop GIS database for inventory of border community septic tanks and cesspools.

- Address health issues related to limited or lack of water services, including low-cost alternatives for drinking water.

Goal 2: Improve Air Quality

- Develop a sustainable Air Quality Monitoring Training and Maintenance program to assist in addressing Air Quality issues in border communities.

Goal 3: Reduce Land Contamination

- Develop regional Solid Waste Management plans for border communities.

Goal 4: Improve Environmental Health

- Provide outreach and public awareness of linkages between environmental quality and environmental health in Texas and New Mexico.

- Increase capacity for the development of self-sustaining collection programs for surplus and obsolete pesticides along the border, provide outreach on banned pesticides such as “polvo de avion,” etc.

- Within rural and/or unincorporated communities reduce exposure to contaminants from heavy duty metal industries and or CAFOs. Bring enforcement agencies into dialogue on issues and provide outreach.

Goal 5: Enhance Joint Readiness for Environmental Response

- Update Sister –city plans for NM/TX/CH sister cities as well as to include a risk analysis.

- Promote consistency of import/export HAZMAT management procedures at NM/TX/CH border ports of entry.

Goal 6: Improve Environmental performance through Compliance, Enforcements, Pollution Preventions, and Promotion of Environmental Stewardship

- At the Texas, New Mexico and Chihuahua port of entries: provide cross-border training on environmental regulations to Border Partners related to cross movement of chemicals to reduce risk and ensure compliance (to include import/export, hazardous waste, illegal or obsolete pesticides) and to promote amongst federal agencies and state environmental agencies the use of tools such as RFID, E-manifest, and increase registration of truckers/shippers to FAST programs, C-TPAT, etc.

B. BORDER 2012 TEXAS-COAHUILA-NUEVO LEON-TAMAULIPAS REGIONAL WORKGROUP 2011 PRIORITIES

Goal 1: Reduce Water Contamination

- Measure nonpoint source pollution that reaches the Rio Grande below Falcon Dam, in TCEQ Rio Grande Segment 2302.

- Address non-point source pollution and stormwater management with education programs (a) directed at the public or (b) directed at specific sectors (e.g., pretreatment workshops such as FOG workshops for restaurants), whenever possible using materials already developed by states or border cities.

- Support a study that identifies best management practices to reduce nonpoint source pollution, runoff, and urban stormwater pollution in the Mexican side of the TX/Coah./NL/Tamps. region.

- Support implementation/progress of pretreatment programs in urban areas of the Mexican side of the TX/Coah./NL/Tamps. region.

Goal 2: Reduce Air Pollution

- Develop a sustainable air quality monitoring program for the TX/Coah./NL/Tamps. region that includes installation, training, and sampling.

- Support development of Criteria Pollutants inventories in urban areas of the Mexican side of the TX/Coah./NL/Tamps. region.

- Coordinate a forum in the Laredo/Nuevo Laredo regional area to provide information to local groups on air quality and health effects of diesel particulates. Forum should include engaging the private industry sector, particularly local truck carriers that cross the U.S.-Mexico border daily to encourage retrofitting their vehicle fleet to reduce diesel emissions.

- Organize workshops that provide guidance related to how to increase energy efficiency or conserve energy at water and wastewater utilities.

- Develop a program to conduct energy assessments or audits at water and wastewater utilities funded through the Border Environment Infrastructure Fund (BEIF) program.

- Organize workshops that provide guidance related to how to increase energy efficiency or conserve energy, or public education campaigns with the same purpose, whenever possible using materials already developed.

Goal 3: Reduce Land Contamination

- Develop a study on solid waste management in the TX/Coah./NL/Tamps. Study must include; municipal solid waste generation rates, recycling rates, disposal rates, number of landfills that provide coverage to border communities, percentage of population that is serviced, and how the measurement of recycling rates and disposal rates vary from one area to another. The study should also provide suggestions on how to better measure recycling rates and disposal rates, how to increase the number of citizens that receive both solid waste disposal and recycling service, and how to increase the environmental benefits of recycling in the four states mentioned herein.

- Assist rural communities to build capacity for sustainable waste management, including definition/implementation/operation of a local collection/disposal system, as well as identification and collection of different waste streams (i.e. used oil, electronics, household hazardous waste, etc.) and potential recycling strategies. In addition, develop scrap tire management and disposal plans for long term solutions of the regional scrap tire problem in rural communities.

- On the Texas side and on a smaller scale, organize local outreach programs intended to (a) remind scrap tire processors of their obligations and (b) educate citizens about the problems and consequences of illegal dumping.

Goal 4: Improve Environmental Health

- Develop a study to identify the main environmental health hazards in the TX/Coah./NL/Tamps. region and establish a bi-national database on epidemiological data related to these environmental health hazards.

- Develop a study to quantify the environmental health hazards costs associated to certain indicators, such as air and water quality.

- Organize education campaigns related to children and environmental health, aimed at increasing awareness about potential exposure in the home and elsewhere (e.g., pesticides, lead, solvents, second-hand tobacco, and diesel exhaust).

- Organize workshops on pollution prevention aimed a specific sectors (e.g., industry, school districts, local governments).

- Train/educate farm workers and their families on pesticide safety using effective, innovative training mechanisms.

- Evaluate and correlate environmental data to health data available that better relates results connected to the US-Mexico Border 2012 goals.

Goal 5: Enhance Joint Readiness for Environmental Response

- Update sister city plans. Priority will be given to proposals that expand the scope of sister city plans to include all-hazards and broader geographic areas that may include other cities and/or tribes, where appropriate.

- Conduct table top or full field exercises of sister city emergency response plans. Priority will be given to proposals that include multiple agencies or organizations.

- Conduct analyses of all hazards potentially affecting the border region.

- Develop inventories of response assets including personnel and equipment.

- Conduct studies and develop methods to improve emergency preparedness and response.

Goal 6: Improve Environmental Performance through Compliance, Enforcement, Pollution Prevention, and Promotion of Environmental Stewardship

- Promote compliance, enforcement, pollution prevention, and environmental stewardship in the industrial community on the TX/Coah./NL/Tamps., region.

- Organize workshops on pollution prevention aimed at specific sectors (e.g., industry, school districts, and local governments).

4.0 TIME FRAME FOR THE RFP PROCESS THROUGH PROJECT SELECTION

The RFP opening date is **July 18, 2011**, and interested applicants will be able to access the RFP on the Border 2012 Program web page at www.epa.gov/usmexicoborder and the BECC's web page, www.cocef.org, on this date.

In order to receive any updates for this RFP, interested applicants need to confirm their intent to participate by e-mail to the BECC's main point of contact for this RFP SOLTA-C11-006, Contract Officer at mconstandse@cocef.org

4.1 Schedule and Process

July 18, 2011	The Request for Proposals is issued for the Border 2012 Texas-Chihuahua-New Mexico Regional Workgroup area and/or for the Border 2012 Texas-Tamaulipas-Coahuila-Nuevo Leon Regional Workgroup area.
July 18- August 31, 2011	Informational workshops and/or video conferences will be held during this time to discuss the RFP with the public. Refer to the BECC's web page (www.cocef.org) and the Border 2012 Program website (www.epa.gov/border2012) for date, location and time of meetings.
August 31, 2011, 5:00 P.M (Juarez, Chihuahua, MX/ Mountain Standard Time, U.S)	Deadline for receipt of project proposals. See Section 5 for more detailed instructions to submit the proposals.
September 30, 2011	Notification to applicants of proposal selection results. Selected applicants will be expected to submit a work plan within 45 days of notification, or risk forfeiture of project funding. **Note that all projects selected for funding are expected to be completed by June 30, 2013.**

5.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

Proposals can be submitted by eligible applicants only. Eligible applicants are U.S. and Mexican non-governmental organizations, local and state governmental agencies, industry associations, and universities, Mexican federal agencies, U.S. tribes, and Mexican indigenous communities. Those entities that are for profit are **not** eligible for grant funding.

The proposals shall address one or more of the Border 2012 2011 Priority areas issue in the Texas-Chihuahua-New Mexico and/or the Texas-Coahuila-Nuevo Leon-Tamaulipas border regions, as well as address the goals and objectives of the Border 2012 Program. Each proposal should identify the organization that will administer the project.

5.1 Proposals must be submitted via email, in Microsoft Word, to mconstandse@cocef.org **by August 31, 2011 before 5:00 P.M.** (Juarez, Chihuahua, MX/ Mountain Standard Time, U.S.). **No other forms of transmission will be accepted or reviewed and no late proposals will be accepted.**

Applicants are encouraged to **confirm receipt of their proposal** with BECC's representative mentioned herein.

5.2 Inquiries concerning this RFP may only be submitted by electronic mail to mconstandse@cocef.org prior to the proposal due date. Telephone inquiries will not be accepted. A BECC staff member, in coordination with EPA, will post the questions and answers alongside the RFP in the BECC's web page.

6.0 PROPOSAL PREPARATION PROCEDURES

6.1 Proposal Format

A. All proposals must be written in Microsoft Word (Times New Roman) with a format of at least 1" margins and size 12 font. Do not submit proposals in PDF format.

B. Proposals should not exceed 5 single-sided pages, not including the standardized cover page and any Letter/s of Acknowledgement as explained in Section 6.2.C. **Proposals in excess of 5 single-sided pages will not be considered.**

C. Project proposals shall be in either English or Spanish. Applicants should prepare proposals in their preferred language in order to better define the project.

6.2 Submittal of Proposals

A. Applicants shall submit project proposals with a cover page that clearly identifies the RFP number (**SOLTA-C11-006**), title of project, and the name and address of the applicant that is submitting the proposal.

B. When e-mailing proposals for submission, include the following in the Subject Line of your transmission: "**Solicitation No. SOLTA-C11-006"; title of project and name of applicant**.

C. Applicants must furnish Letter/s of Acknowledgement from any entity that is contributing additional leveraged resources to the proposed project. **Any leveraged resources noted in proposals that are not accompanied by a Letter of Acknowledgement will not be considered during the proposal's evaluation.**

1. The letter should mention the type and quantity of monetary or in-kind resources that will be provided for the proposed project.

2. All letters of acknowledgement must be submitted **electronically with the application** (preferably in PDF format) with a signature from the entity providing the leveraged support.

D. In addition to the coversheet, the proposal itself should include the following information:

1. Project title that clearly describes the project. Title should not exceed 10 words.

2. Legal name of applicant's organization or institution, name and title of main point of contact, location address, phone number and email address.

3. Brief statement of how project meets the aforementioned specific objective.

4. Project description should briefly identify the following:

- Purpose and goal of the project.
- Benefits to the public or environment (e.g. how will the project improve the environment and/or public health.)
- The outputs and outcomes used to reach measurable environmental results and how those results will be measured.

Explanation of Measurable Environmental Results

Outputs

Those environmental activities or efforts and/or associated work products produced over time that are addressed in the proposed **Objective**

Outputs Examples

A) *Develop and implement a monitoring system for evaluating costal water quality (description of system developed).*

B) Remove 80,000 scrap tires by September 2007 from the local Centro de Acopio.

Outcomes

The resultant ***effects that will*** occur from carrying out an environmental activity or effort to address the **Objective**

Outcomes Examples:

A) Improves the timeliness and accuracy of beach closures after release events
Reduces by XX% the number of illnesses related to beach water contamination.

B) Reduce by XX% the number of mosquito-related illnesses in the scrap tires project area.

- Replicability in other parts of the Border Region.
- Long-term self-sustainability.
- Leveraging of resources (e.g. in-kind resources, committed partnerships, applicant funds, and other source of funds.)
- A project timeline (in table or chart format) outlining how the project is expected to be completed within 18 months from signing of the Technical Assistance Agreement (TAA). The TAA is the contractual document that will formalize the agreement between the Project Sponsor and BECC for project funding.
- Qualification and expertise of staff implementing the project.

5. Estimated project budget (e.g., salaries, breakdown of sub-contract cost, travel, equipment, supplies, leveraged resources, etc.). **Budget and cost amounts must be submitted in U.S. dollars.** Please provide estimated funds needed (i.e. requested Border 2012 funds, leveraging funds and total amount.) Projects that leverage resources will improve their scoring under the evaluation criteria of this solicitation.

6. In some cases, the proposed projects may require a Sampling Analysis Plan (SAP) or a Quality Assurance Project Plan (QAPP) that will entail additional time and cost. We recommend that this additional cost be factored into the proposal. A SAP or QAPP may be needed prior to a project start when the project has activities that require data collection or sampling programs. The SAP or QAPP is required to ensure that the

data is collected, preserved, analyzed, and interpreted appropriately: http://www.epa.gov/quality/faq6.html

7. The funds to be allocated under this RFP are not intended for the exclusive purpose of purchasing general equipment, construction of facilities, and/or other rehabilitation of infrastructure. Applicants that require the purchase of equipment as part of the project proposal will need to clearly identify equipment in the proposed budget and explain its purpose and how it will benefit the overall project. In general, equipment purchases should not exceed $5,000. In rare instances, projects requesting larger amounts for equipment purchases must be approved with prior permission. In addition, proposals may not be accepted if the main focus of the proposed project is construction or rehabilitation.

8. Funding of projects that include tasks for construction or rehabilitation of facilities, as referenced herein, will be limited to those activities that serve a technical purpose for overall project implementation. Projects with a minor construction activity may be considered if the principle intent of the project is to resolve an environmental or public health issue.

7.0 PROPOSAL EVALUATION, SELECTION, AND AWARD

7.1 Projects will be reviewed and evaluated based on completeness and how directly they address the evaluation criteria referenced in Appendix 1 for Priority Areas projects type projects. Project proposals addressing multiple Priority Areas or have a regional focus will receive higher consideration during the evaluation and rating process. Projects will also be selected based on fair distribution of funds between the two Regional Workgroup geographic areas, and fair balance between all priority areas.

7.2 The selection process includes a preliminary assessment of the proposed project. **Projects that do not meet the following preliminary assessment criteria will not be considered:**

A. Applicants must qualify as one of the following groups to be eligible to apply for funding: U.S. and Mexican non-governmental organizations, local and state governmental agencies, industry associations, and universities; Mexican federal agencies; U.S. tribes; and Mexican indigenous communities.

B. Proposals that request more than **$100,000** from the Border 2012 Program funds will not be considered.

C. Project proposals that do not address one or more of the 2011 Priorities Areas will not be considered.

D. Proposals that do not identify a project's intended measurable results or where the outlined measurable results are inconsistent with the project's methodology will not be considered. Proposals must identify environmental measurable results.

E. A Proposed project that requires the purchase of equipment or construction of facilities but does not comply with Section **6.2.D.7** and/or Section **6.2.D.8** above may not be considered.

F. Projects that are not scheduled for completion within 18 months of signature of the Technical Assistance Agreement (TAA) will not be considered.

7.3 After the preliminary assessment (as described above), the BECC and the EPA will rank the projects based on the evaluation criteria in Appendix 1. During the review and selection process, BECC may request additional information from the project applicants to further define the project. If necessary and in coordination with project applicants, proposed projects may be modified to match the available funds.

7.4 Once projects EPA has selected projects for funding, the BECC will provide the applicant with instructions on the next steps. In general, after notice of award and submission of an acceptable work plan, the BECC will issue Technical Assistance Agreements for Border 2012 Program funding. The TAA will also require funding recipients to periodically report project results to the appropriate Border 2012 task force(s).

7.5 All selected projects will be required to present the results of their projects, including ideas for sustainability and how to replicate project along other areas of the U.S. – Mexico border. Grantees should make the necessary arrangements to schedule their presentation with the respective Task Force within three months of project completion. ALL grantees will be required to attend at least two Border 2012 Regional Workgroup and/or Task Force meetings, locations and dates to be determined. ALL Grantees must coordinate with the appropriate Regional Workgroup Task Force to provide project updates and results. BECC and EPA will facilitate the coordination among grantees and Task Forces. More about Task Forces can be found at: www.epa.gov/usmexicoborder/getinvolved.html

APPENDIX 1

PROJECT CRITERIA FOR EVALUATION - 2011 PRIORITY AREAS TYPE PROPOSALS

		Max Points	Score
1.	**Priority Areas and coordination**	**40**	
A.	Degree that project proposals addresses the 2011 Priorities Areas	20	
B.	i) Degree to which project proposals have been coordinated with Border 2012 program partners (i.e. task forces, tribes, and regional workgroups co-chair agencies) and stakeholders (i.e. local, state and federal governments, and local community) ii) Applicant has furnished letter(s) of support from relevant stakeholders or program partners, especially binational partners.	10	
C.	Degree that proposal addresses Priority Area(s) in more than one Border 2012 Goal or border community	10	
2.	**Design and Leveraging**	**25**	
A.	Degree that project proposals clearly identify appropriate expertise, planning, tasks and/or activities, and budget that will achieve indicated Objective(s)	15	
B	Degree proposed budget leverages other resources (e.g. matching funds or in-kind services from applicant, other agencies, private sector, and/or Border 2012 partners)	10	
3.	**Measurability of Results**	**35**	
A	Degree that environmental results are clearly identified and measurable	20	
B	Degree to which project has long term self-sustainability	5	
C	Degree to which Project will be replicable in other areas of the border region	5	
D	Degree to which project is planned to begin and end on time in accordance with the proposed schedule	5	
	TOTAL POINTS	**100**	

August 16, 2011

1. **Development of an Environmental/Epidemiological Database in Texas- Mexico Border**
2. **Texas A&M Health Sciences Center, School of Rural Public Health**

PI: Genny Carrillo Zuniga, M.D., Sc.D.
South Texas Center
2101 South McColl Road,
McAllen, Texas 78503
Phone Number: 956-668-6321
E-mail: gcarrillo@srph.tamhsc.edu

3. **Brief statement of how project meets the aforementioned specific objective.**

The project described will meet Goal 4: Improve Environmental Health; Objective: Develop a study to identify the main environmental health hazards in the TX/Coah/NL/Tamps.
The U.S. Hispanic population is now the nation's largest minority group. According to the U.S. Census Bureau (2000), statistics indicate that in the U.S. border counties, 25%-30% of the population is uninsured and the average yearly income is $14,560.
The environmental health hazards facing the US-Texas Border States are unknown due to the lack of basic information that could document possible links between environmental hazards and chronic disease. America is facing an environmental and health gap. This is a gap in critical knowledge that compromises our national efforts to reduce or eliminate diseases that might be prevented by better managing or preventing environmental pollutants. Due to the health disparities faces by the US-Mexico Border is imperative to identify databases from both countries that could provide the information public health professionals need to reduce and prevent chronic health problems. This is especially true for chronic diseases and conditions, such as birth defects, asthma and childhood cancer, which strike hundreds of thousands of American families each and every year. The US-Mexico Border is known for the high number of industries "maquiladoras" that discharge in the Grande River, large amount of pesticides used in agricultural fields and due to the increase in vehicular traffic high air pollution.

4. Purpose and goal of the project

The overall goal of this project is to identify the sources of environmental health hazards, community vulnerabilities, assets and existing strengths in order to implement a bi-national database on epidemiological data related to these environmental health hazards.
This will be accomplished by:
Objective 1: Review scientific literature regarding National Baseline Tracking of Diseases and Exposures and other relevant literature.
Objective 2: Building a partnership with different stakeholders (local, state and national agencies) in the US-Texas Border community.
Objective 3: Identify environmental health hazards indicators that can have an impact in the bi-national communities and if possible use national indicators already identified by EPA and CDC.
Objective 4: Develop a survey to apply to local bi-national public and environmental health professionals to identify US/Texas-Mexico Border indicators.

Objective 5: Gather all information regarding environmental data collected in TX/Coahuila/Nuevo Leon/Tamaulipas.
Objective 6: Develop a repository to standardize all databases identified and collected from both countries in order to identify common health and environmental indicators.

It is unknown the databases that Mexico/Border States collect, therefore; the first step will be to contact local, state and federal authorities in order to obtain environmental and health information. Other source of information will be to identify partners that could be contacted as other possible resource since they have a closer relationship with Mexican authorities. The last option will be to get information from websites from local, state and national agencies. In the case of US we have identified key resources among the Department of Health and Human Services, the Environmental Protection Agency, Texas Commission of Environmental Quality and other potential sources as well as Public Health Regions.

The project will be accomplished in two phases: The first phase will be completed in this grant cycle with the objectives mentioned above. The second phase will be submitted in the next year cycle and its purpose will be to develop a web portal with the capability to establish a link between environmental exposures and health indicators from both countries.

5. Benefits to the public or environment

Without comprehensive environmental health tracking, policymakers and public health practitioners lack information that is critical to establishing sound environmental health priorities. In addition, the public lack knowledge of important information about environmental hazards, exposure levels and health outcomes in their communities—information they want and have every reason to expect. At the same time border communities demand a right to know about these hazards, they also expect government to gather health information in a way that protects citizens' privacy.

Table 1. Measurable environmental results (outcomes and outputs)

Activities	**Env. Outputs**	**Anticipated Environmental Outcomes**	
		Intermediate Action	**Long-term Health**
Objective 1: Review scientific literature regarding National Baseline Tracking of Diseases and Exposures and other relevant information.			
Review the National Baseline Tracking Disease and Exposures and other relevant literature.	Identify government and scientific publications regarding public health and environmental tracking.	50 Scientific Publications and 4 governmental publications related to the same topic.	Become familiar with the national work CDC and EPA had already developed in US.
Objective 2: Building a partnership with different stakeholders (local, state and national agencies) in the US-Texas Border community.			
Identify local, state and national agencies that have databases related to environmental hazards and health in Texas-Mexico Border.	Persons representing those agencies will be invited to meet to discuss the data they collect and format they use.	Obtain as many bi-national databases as possible.	Compile a large number of databases that will be the foundation for the repository.
Recruit/coordinate meeting with partners to review, identify and analyze the most relevant indicators in US applicable to the Border.	Persons representing those agencies will be invited to meet to review the indicators already identified by CDC/EPA for US.	Identify indicators relevant to the border that can be used for both sides.	Ability to link environmental and health indicators with the data gathered from both sides of the border.
Objective 3: Identify environmental health hazards indicators that can have an impact in the bi-national communities and if possible use national indicators already identified by EPA and CDC.			
Identify indicators listed in the PEW Publication, EPA Environmental Tracking and other sources that could be shared by both borders.	List the most relevant indicators to US-Texas/Mexico Border.	Identify at least 20 indicators that are common to US and Mexico border.	
Objective 4: Develop a survey to apply to local bi-national public and environmental health professionals to identify US/Texas-Mexico Border indicators.			
Develop a survey to be applied to health professional with a series of questions with the goal to rank environmental and health priorities in both sides of the border.	Identify a priority ranking based on the evidence-base from environmental and public base professionals from both sides of the border.	Apply the survey to at least 10 environmental and public health professionals in both sides of the border.	The survey will create awareness of the possible indicators in both countries that can be linked to identify common environmental hazardous exposures and health outcomes.
Objective 4: Gather all information regarding environmental issues in TX/Coahuila/Nuevo Leon/Tamaulipas			
Identification of data will be done through different routes such as contacting directly the agencies from specific data, specific persons who the researchers have had	Several local, state and national agencies will be contacted to gather information needed.	At least five agencies will be contacted in each side of the border to gather data.	The data obtained will provide valuable information regarding environmental and health outcomes.

previous collaboration or through web posts in their webpage.			
Objective 5: Develop a repository to standardize all databases identified and collected from both countries in order to identify common health and environmental indicators.			
Develop a standardized database framework to upload all the information obtained from our partners.	It is expected that the databases will be obtained in different formats; however one format will unify the data upload.	One format will be used to standardize to database we will develop with the databases gathered.	The repository developed will help to have in one place the bi-national environmental and health information obtained.

- Replicability in others parts of the Border Region.

This project will be focused on Texas State but will be easily replicated all over the border. All the formats developed for the standardization of collection of data will be available to BECC and EPA so every person who is interested can implement it at their community. However, it is important to mention that the only limitation might be the data obtained from their respective State.

Hidalgo County will take record of all activities performed to complete the goals, objectives and outcomes of the proposal and would be easily shared with any other jurisdiction interested in replicating the project.

- Long-term self-sustainability.

The project will be easily sustainable once the flow of information and the platform for the presentation of information is established. However, the researchers will be applying to the next BECC cycle to do the second phase of this proposal and will look for other venues to get funding to keep the database organized and actual.

Hidalgo County is committed to improving environmental public health for the residents of the border region. The study is imperative in order to learn how to provide the best and most useful services possible for those that are served. Hidalgo County will participate in future proposals to implement the actual surveillance of the environmental health hazards that would be identified via this study, and incorporate the identified hazards into existing Hidalgo County surveillance efforts.

- Leveraging of resources (e.g. in-kind resources, committed partnerships, applicants funds and other sources of funds).

Dr. Carrillo Zuniga will cost share her time at 5%.

Brenda Salazar will cost share her time at 10%.
Belinda Medrano will cost share her time at 5%.
Hidalgo County will not charge for indirect costs (usually at 28%) and will absorb all indirect costs.
Hidalgo County will utilize all partnerships, networking capabilities and working relationships already in existence (in addition to building new partnerships) to maximize all efforts to identify the major environmental health hazards along the US/Mexico Border in Hidalgo County.

- A project timeline (See Below).

Timeline

		2011	2012		
Activities and Milestones	**Products**:	**Q4**	**Q1**	**Q2**	**Q3**
Review the National Baseline Tracking of Diseases and Exposures to familiarize with the work already done by EPA and CDC and other scientific literature. **(Obj. 1, 3)**	- List priorities mentioned in the document	X			
Meet with representatives of Hidalgo Health County and Human Services, Dept. of Texas Agriculture, TCEQ to begin identifying environmental data in Hidalgo County. **(Obj. 2, 4)**	-Log of Participants. -Prepare minutes regarding discussion in the meeting to summarize environmental problems identified as well as beginning of setting priorities.	X	X	X	
Identify indicators already developed by CDC and EPA that can be used in the US/Texas-Mexico Border. **(Obj. 2)**	-List indicators already identified. -Prepare minutes	X	X	X	
Develop a survey to apply to local bi-national public and environmental health professionals to identify US/Texas-Mexico Border indicators. **(Obj. 4)**	-List of persons participating -Results of the survey	X			
Develop a repository to standardize all databases identified and collected from both countries in order to identify common health and environmental indicators. **(Obj. 3, 5)**	-Log of programs with contact information. -Meeting minutes			X	X
Look for external funding for sustainability and second phase of the project.				X	X
Dissemination and Evaluation of the Project	-Presentations at local and national meetings.				X
Final Report	-Report				X

- Qualifications and expertise of staff implementing the project.

Genny Carrillo Zuniga, MD, MPH, Sc.D.,Assistant Professor of Environmental and Occupational Health at the School of Rural Public Health, Texas A&M University System Health Science Center. Dr. Carrillo Zuniga has over 17 years experience in environmental health sciences. She has worked previously in border health issues and her projects address the exposure to pesticides, prevention and their proper storage in homes at the Texas-Mexico border. She is the principal investigator and she will oversee the project and

Brenda Salazar, Public Health Technician III, Hidalgo County Health & Human Services. Ms. Salazar has worked for Hidalgo County for 5 years in the areas of public health and emergency management. Brenda is involved with grant writing, program development and implementation, policy analysis and community education. Brenda will serve as point of contact and lead for the Hidalgo County team.

Belinda Medrano, M.P.H., Epidemiologist, Hidalgo County Health & Human Services will participate in survey composition and all activities associated with survey and identifying local databases on both sides of the border of Hidalgo County.

Clerk I TBD, Hidalgo County Health & Human Services. This position will assist with all clerical work associated with the study. Will assist with survey execution and completion by participating agencies, educational materials development for participating agencies, correspondence with participating agencies and organization of collected data.

Graduate Assistant, TBD. This person will help with gathering information and contacting local and bi-national contacts to obtain the information needed. She will also help planning meetings with stakeholders and assist developing the repository for collections of data.

6. Estimated project budget (e.g. salaries, breakdown of sub-contract cost, travel, equipment, supplies, leveraged resources, etc.). Budget and cost amounts must be submitted in US dollars. Provide estimated funds needed (i.e. requested Border 2012 funds, leveraging funds, and total amount.) Projects that leverage resources will improve their scoring under the evaluation criteria of this solicitation.

Part-time Clerk (20 hours per week @ $9.50/hr for 15 months = 1300 hrs)	$12,350
FICA	$944.78
Unemployment	$61.75
Worker's Comp	$163.02
Total:	$13,519.55

Employee out of state travel (2 employees) for CDC Environmental Public Health Tracking Conference Sept 2012

Registration	600
Flight	1500
Rooms	900
Rental car	200
Gas	60
Meals	240
Total:	$3500

Rental for Stakeholder forum (50 people) $1500

Educational items:
(50) 1GB USB Flash Drives with a project/reporting reminder message printed on them, as well as all documents/information associated with the study ~ $15.00 each $750 includes estimated setup, shipping and freight

(50) Executive padfolios for each stakeholder. Will contain the hard copy survey, and a pad for writing notes during the forum. Will have an imprint on the cover with a project/reporting reminder message. ~$30.00 each $1500 includes estimated setup shipping and freight.

International calling: $1000

Printing and binding for surveys, workbooks and presentation binders for each stakeholder: $2,500

Materials and supplies: $700

Total budget for Hidalgo County: $24,969.55

AI-28180 **13. D.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

SDI (1293):
Requesting authorization for the Hidalgo County Treasurer's Office/ Payroll Division to continue paying the employees currently paid from the Family Planning/ Prenatal & Child Health grant contracts which will end on 08/31/11. This request is to continue payroll from 09/01/2011 until the FY 12 Prenatal & Child Health grant contracts are received and accepted by Commissioner's Court and pending approval of AI-27939 on 08/30/11.

BACKGROUND

The FY 12 Child Health grant application was submitted to the Texas Department of State Health Services agency on 08/16/11.
The FY 12 Prenatal grant application was submitted to the Texas Department of State Health Services agency on 08/16/11.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-018-1-113

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

BUDGETARY IMPACT:

The Family Planning / Prenatal & Child Health grant contracts are combined in Fund 1293, Program 018.

Available funds in the amount of $200,742.00 (combined), effective 09/01/2011, once the grant award is received and the acceptance is approved by Commissioners' Court.

Attachments

FY 12 Child Health Award Notice
FY 12 Prenatal Award Notice
FY 12 Child Health App Cover Page
FY 12 Prenatal App Cover Page

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/19/2011 04:09 PM
Sylvia Solis	Sylvia Solis	08/22/2011 04:14 PM
Manuel Chapa	Manuel Chapa	08/25/2011 09:27 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Mike Escaname Started On: 08/19/2011 03:28 PM

Final Approval Date: 08/25/2011

Mike Escaname

From: Eddie Olivarez [eddie.olivarez@hchd.org]
Sent: Monday, August 08, 2011 11:25 AM
To: mike.escaname@hchd.org; 'Josie Escalante'; 'Lydia Serna'
Subject: FW: Hidalgo County Health & Human Services Title V CHD

VERY IMPORTANT TITLE V

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
956-383-8858 Office
www.twitter.com/hidalgohealth

-----Original Message-----
From: Gutierrez,Lucille (DSHS) [mailto:Lucille.Gutierrez@dshs.state.tx.us]
Sent: Monday, August 08, 2011 7:59 AM
Subject: Hidalgo County Health & Human Services Title V CHD

Dear FY 2012 Title V Fee-for-Service Child Health and Dental Contractor: Hidalgo County Health & Human Services Department

The Department of State Health Services (DSHS) desires to renew our contract with your agency for FY12 to provide Title V Fee-for-Service Child Health and Dental Services. This funding award is based upon your agency's Title V Child Health and Dental expenditures and DSHS available funding.

The contract award amount your organization will receive for the contract period, September 1, 2011 through August 31, 2012 is listed below:

FY12 Child Health & Dental Contract Amount = $34,833
Activity Code 185 Amount = $27,867
Activity Code 186 Amount = $6,966

Attached, please find the FY12 Title V Fee-for-Service Child Health and Dental Contract Renewal Application. There will be no new services added for FY12. The Title V Child Health and Dental billing support worksheets, utilizing FY11 reimbursement rates, are also attached for informational purposes only. Please note that the Renewal Application is broken into two separate attachments—one is an Adobe document, which contains general contractor info (such as the Face Page), and the other is a Word document. The Word document can be found as an attachment to the Adobe document—in other words, this e-mail only has one attachment, but the other attachment(s) can be accessed by opening the Adobe document.

After completely filling out the Adobe document, you will submit by clicking the submit button directly on the form. This information will be sent to a central database containing contractor contact information. The following forms must be submitted as an Adobe document:

- FORM A-1: Face Page - completed, with proper signatures and date included
- FORM B: Texas Counties and Regions List in Alphabetical Order – Check Counties to be Served
- FORM C: Contact Person Information – completed and included
- FORM D: Child Health & Dental Clinic Sites – completed and included
- FORM G: Title V Subcontractor Information - completed and included if applicable

After completing all information in the Word document, please make sure that your organization's name is on the top of every page. The following forms must be submitted as a Word document attachment via email to cdsb@dshs.state.tx.us:

- FORM E: Title V Fee Child Health & Dental Ceiling Request and Performance Measures – completed and included
- FORM F: Service Delivery Plan (including Updated organizational chart, which is not included in the 3 page-limit) – completed and included
- FORM H: Title V Fee for Service Project Assurances – completed and included
- FORM I: Child Support Certification – completed and included if applicable

To renew your organization's contract for FY12, please complete and submit the renewal application by COB, DST, August 10, 2011. If your organization chooses not to renew your current contract, please notify your assigned contract manager by the same date. Failure to submit a renewal application will result in termination of the contract at conclusion of this current fiscal year (August 31, 2011).

The official award document is a contract that contains terms and conditions including program and financial requirements, and a budget. The contractual agreement is not legally binding until signed by authorized representatives of both parties (fully executed). This notification letter does not authorize your agency to expend funds that will be awarded under the contract. Only allowable expenditures incurred during the term specified in the contract are reimbursable. Expenditures incurred beginning September 1, 2011 will be honored and reimbursed once the contract is fully executed.

If you have questions about the contract renewal application, please contact Jana Richardson at jana.richardson@dshs.state.tx.us or 512-776-3049 or Kevin Ruiz at Kevin.ruiz@dshs.state.tx.us or 512-776-3831.

If you have any questions about the Adobe format or need additional clinic site and/or subcontractor forms, please contact Lucille Gutierrez at lucille.gutierrez@dshs.state.tx.us or 512-776-3051.

We appreciate your efforts to assist children and adolescents health and dental services.

Click the attachment to open the form in Acrobat or Adobe Reader. When you are finished, click Submit to return your data to the form author.

Get the free latest version of Adobe Reader from: <http://www.adobe.com/go/reader>

Mike Escaname

From: Eddie Olivarez [eddie.olivarez@hchd.org]
Sent: Tuesday, August 09, 2011 8:30 PM
To: Mike Escaname
Subject: Fwd: Title V Prenatal Contractor: Hidalgo Co Health Department



FY12 Prenatal Reimbursement Ra..

-------- Original Message --------
Subject: Title V Prenatal Contractor: Hidalgo Co Health Department
From: "Gutierrez,Lucille (DSHS)" <Lucille.Gutierrez@dshs.state.tx.us>
To: eddie.olivarez@hchd.org, <lydia.serna@hchd.org>, <mike.escaname@hchd.org>
CC:

Attached is the FY12 Prenatal Reimbursement Rate Worksheet.

Thank you, Lucille T. Gutierrez, Contract Development & Support Branch -
Tele: 512/776-3051 Fax: 512/776-7521

-----Original Message-----
From: Gutierrez,Lucille (DSHS)
Sent: Tuesday, August 09, 2011 9:16 AM
Subject: Title V Prenatal Contractor: Hidalgo Co Health Department

Dear FY 2012 Title V Prenatal Contractor: Hidalgo Co Health Department

The Department of State Health Services (DSHS) desires to renew our contract with your agency for FY12 to provide Title V Prenatal Services. This funding award is based upon your agency's Title V prenatal
expenditures and DSHS available funding.

The contract award amount your organization will receive for the contract period, September 1, 2011 through August 31, 2012 is listed
below:

FY12 Prenatal Contract Amount = $165,909
Activity Code 185 Amount = $51,860
Activity Code 186 Amount = $114,049

Attached, please find the FY12 Title V Fee-for-Service Prenatal Contract Renewal Application. Influenza CPT Codes 90656 and 90658 codes have been added for FY12. The Title V Prenatal billing support worksheets, utilizing FY11 reimbursement rates, are also attached for informational purposes only Please note that the Renewal Application is broken into two separate attachments-one is an Adobe document, which contains general contractor info (such as the Face Page), and the other is a Word document. The Word document can be found as an attachment to the Adobe document-in other words, this e-mail only has one attachment, but the other attachment(s) can be accessed by opening the Adobe document.

After completely filling out the Adobe document, you will submit by clicking the submit button directly on the form. This information will be sent to a central database containing contractor contact information. The following forms must be submitted as an Adobe document:

* FORM A: Face Page - completed, with proper signatures and date included
* FORM B: Texas Counties and Regions List in Alphabetical Order -

Check Counties to be Served
* FORM C: Contact Person Information - completed and included
* FORM D: Prenatal Clinic Sites - completed and included
* FORM G: Title V Subcontractor Information - completed and included if applicable

After completing all information in the Word document, please make sure that your organization's name is on the top of every page. The following forms must be submitted as a Word document attachment via email to cdsb@dshs.state.tx.us:

* FORM E: Title V Prenatal Services Ceiling Request and Performance Measures - completed and included
* FORM F: Service Delivery Plan (including Updated organizational chart, which is not included in the 3 page-limit) - completed and included
* FORM H: Title V Fee for Service Project Assurances - completed and included
* FORM I: Child Support Certification - completed and included if applicable

To renew your organization's contract for FY12, please complete and submit the renewal application by COB, DST, August 12, 2011. If your organization chooses not to renew your current contract, please notify your assigned contract manager by the same date. Failure to submit a renewal application will result in termination of the contract at conclusion of this current fiscal year (August 31, 2011).

The official award document is a contract that contains terms and conditions including program and financial requirements, and a budget. The contractual agreement is not legally binding until signed by authorized representatives of both parties (fully executed). This notification letter does not authorize your agency to expend funds that will be awarded under the contract. Only allowable expenditures incurred during the term specified in the contract are reimbursable. Expenditures incurred beginning September 1, 2011 will be honored and reimbursed once the contract is fully executed.

If you have questions about the contract renewal application, please contact Jana Richardson at jana.richardson@dshs.state.tx.us or 512-776-3049 or Vickie Estrada at Vickie.estrada@dshs.state.tx.us or 512-776-2614.

If you have any questions about the Adobe format or need additional clinic site and/or subcontractor forms, please contact Lucille Gutierrez at lucille.gutierrez@dshs.state.tx.us or 512-776-3051.

We appreciate your participation in the provision of prenatal services in your community.

Click the attachment to open the form in Acrobat or Adobe Reader. When you are finished, click Submit to return your data to the form author.

Get the free latest version of Adobe Reader from: <http://www.adobe.com/go/reader>

TEXAS Department of State Health Services

Department of State Health Services

FORM A: FACE PAGE - FY12 Child Health & Dental Renewal

Application as authorized by Community Health Services - *(RFP # DFCHS-0388.1)*

This form requests basic information about the applicant and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

APPLICANT INFORMATION

1) LEGAL BUSINESS NAME: Hidalgo County Health & Human Services Department

2) MAILING Address Information (include mailing address, street, city, county, state and zip code): **Check if address change** ☐

Mailing address: 1304 S. 25th Ave

Street address:

City: Edinburg County: Hidalgo State: Tx Zip code: 78542

3) PAYEE Name and Mailing Address (if different from above): **Check if address change** ☐

Mailing address: Norma Garcia, County Treasurer

Street address: 2810 S. Business Hwy. 281

City: Edinburg County: Hidalgo State: Tx Zip code: 78539

4) DUNS Number (9-digit) 10-311-0834 **with CCR number** (4-digit): N/A

5) Federal Tax ID No. (9 digit) 746000717 **State of Texas Comptroller Vendor ID No.** (14 digit)

or **Social Security Number** (9 digit):

***The applicant acknowledges, understands and agrees that the applicant's choice to use a social security number as the vendor identification number for the contract may result in the social security number being made public via state open records requests.**

6) Medicaid Provider Number: 1932146636 **OR Date Medicaid Application Submitted & TMHP Ticket #:**

7) TYPE OF ENTITY (check all that apply

☐ City	☐ Nonprofit Organization*	☐ Individual
☑ County	☐ For Profit Organization*	☐ FQHC
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
	☐ Faith Based (Nonprofit Org)	☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

8) PROPOSED BUDGET PERIOD: **Start Date:** 09-01-2011 **End Date:** 08/31/2012

9) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page.

10) AMOUNT OF FUNDING REQUESTED: $ 34,833.00

11) PROJECTED EXPENDITURES: $ 2,390,655.00

Does applicant's projected state or federal expenditures exceed $500,000 for applicant's current fiscal year (excluding amount requested in line 10 above)? **

Yes ☑ No ☐

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related DSHS funds.*

12) PROJECT CONTACT PERSON

Name: Eduardo Olivarez
Phone: 956-383-6221
Fax: 956-383-3229
E-mail: eddie.olivarez@hchd.org

13) FINANCIAL OFFICER

Name: Raymundo Eufracio
Phone: 956-318-2511
Fax: 956-318-2577
E-mail: ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the applicant is in compliance with the assurances and certifications contained in **DSHS Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

14) AUTHORIZED REPRESENTATIVE **Check if change** ☐

Name: Ramon Garcia
Title: Hidalgo County Judge
Phone: 956-318-2600
Fax:
E-mail: 956-318-2699 ramon.garcia@co.hidalgo.tx.us

15) SIGNATURE OF AUTHORIZED REPRESENTATIVE



16) DATE 8/16/11

APPROVED BY COMMISSIONERS' COURT ON: 1/18/11

TEXAS Department of State Health Services

Department of State Health Services

FORM A: FACE PAGE - FY12 Prenatal Renewal Application as authorized under Community Health Services (RFP # DFCHS-0388.1)

This form requests basic information about the applicant and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety

APPLICANT INFORMATION

1) LEGAL BUSINESS NAME: Hidalgo County Health & Human Services Department

2) MAILING Address Information (include mailing address, street, city, county, state and zip code): **Check if address change** ☐

Mailing address: 1304 S. 25th Ave.

Street address:

City: Edinburg County: Hidalgo State: Tx Zip code: 78542

3) PAYEE Name and Mailing Address (if different from above): Norma Garcia, County Treasure **Check if address change** ☐

Mailing address: 2810 S. Business 281

Street address:

City: Edinburg County: Hidalgo State: Tx Zip code: 78539

4) DUNS Number (9-digit) 10-311-0834 **with CCR number** (4-digit): N/A

5) Federal Tax ID No. (9 digit) 746000717 **State of Texas Comptroller Vendor ID No.** (14 digit)

or **Social Security Number** (9 digit):

The applicant acknowledges, understands and agrees that the applicant's choice to use a social security number as the vendor identification number for the contract may result in the social security number being made public via state open records requests.

6) Medicaid Provider Number: 1932146836 **OR Date Medicaid Application Submitted & TMHP Ticket #:**

7) TYPE OF ENTITY (check all that apply

☐ City	☐ Nonprofit Organization*	☐ Individual
☑ County	☐ For Profit Organization*	☐ FQHC
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
	☐ Faith Based (Nonprofit Org)	☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

8) PROPOSED BUDGET PERIOD: **Start Date:** 09-01-2011 **End Date:** 08/31/2012

9) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page.

10) AMOUNT OF FUNDING REQUESTED: $ 165,909.00

11) PROJECTED EXPENDITURES: $ 2,259,579.00

Does applicant's projected state or federal expenditures exceed $500,000 for applicant's current fiscal year (excluding amount requested in line 10 above)? **

Yes ☑ No ☐

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related DSHS funds.*

12) PROJECT CONTACT PERSON

Name: Eduardo Olivarez
Phone: 956-383-6221
Fax: 956-383-3229
E-mail: eddie.olivarez@hchd.org

13) FINANCIAL OFFICER

Name: Raymundo Eufracio
Phone: 956-318-2511
Fax: 956-318-2577
E-mail: ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the applicant is in compliance with the assurances and certifications contained in **DSHS Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

14) AUTHORIZED REPRESENTATIVE **Check if change** ☐

Name: Ramon Garcia
Title: Hidalgo County Judge
Phone: 956-318-2600
Fax:
E-mail: 956-318-2699 ramon.garcia@hidalgo.tx.us

15) SIGNATURE OF AUTHORIZED REPRESENTATIVE

16) DATE 8/16/11

APPROVED BY COMMISSIONERS COURT ON: 1/18/11

AI-28178 **13. E.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

T.B. Control (1293):
Requesting authorization for the Hidalgo County Treasurer's Office/ Payroll Division to continue paying employees currently paid from the TB-State grant contract which will end on 08/31/11. This request is to continue payroll from 09/01/11 until the FY 12 TB-State grant contract is received and accepted by Commissioner's Court.

BACKGROUND

The FY 12 TB-State grant application was submitted to the Texas Department of State Health Services agency on 08/04/11.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-008-1-113

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

BUDGETARY IMPACT:

Available funds in the amount of $455,507.00, effective 09/01/2011, once the grant award is received and the acceptance is approved by Commissioners' Court.

Attachments

TB Award Letter

Grant App Cover Page

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/19/2011 02:22 PM
Sylvia Solis	Sylvia Solis	08/22/2011 04:14 PM
Manuel Chapa	Manuel Chapa	08/24/2011 03:09 PM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Mike Escaname Started On: 08/19/2011 02:04 PM

Final Approval Date: 08/25/2011

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 W. 49th Street • Austin, Texas 78756
DAVID L. LAKEY, M.D. 1-888-963-7111 • http://www.dshs.state.tx.us
COMMISSIONER TDD: 512-458-7708

August 2, 2011

Hidalgo County
2810 South Business 281
Edinburg, Texas 78539

RE: Contract Inter-local Application Process for Fiscal Year 2012:

Dear Mr. Olivarez::

The Texas Department of State Health Services, TB/HIV/STD Viral Hepatitis Unit is initiating the contract application process for fiscal year (FY) 2012. The FY12 total funding amount for the Hidalgo County Health Department is **$455,507.**

The budget template is being distributed at this time and will be due to DSHS on **8/4/2011**. The contract expenditures will be closely scrutinized and expenses not considered absolutely essential for delivery of direct client services may be eliminated or reduced. If additional funding becomes available and you have additional needs, contracts may be amended to reflect that later in the year.

If you have any questions or need additional information, please contact Kathy Sharp, Contract Manager, Prevention and Preparedness, Contract Management Unit at (512) 776-2640 or by e-mail at kathy.sharp@dshs.state.tx.us

Sincerely,

Kathy Sharp, Contract Manager
Prevention and Preparedness
Contract Management Unit

Attachment

cc: Charles E. Wallace, Ph.D., M.P.H., Manager, Infectious Disease Intervention and Control Branch
Cynthia Lewis, Program Specialist, Infectious Disease Intervention and Control Branch
Gloria Salinas, TB RN Clinic Supervisor, Hidalgo County
Brian Smith, M.D., M.P.H., Regional Director Health Service Region 11
Maria San Pedro, R.N., Regional TB Program Manager, Health Service Region 11

TEXAS Department of State Health Services

Department of State Health Services (DSHS)
FORM A: FACE PAGE – Inter-Local
Application for Financial Assistance

This form requests basic information about the applicant and project, including the signature of the authorized representative. The face page is the cover page of the application and shall be completed in its entirety.

APPLICANT INFORMATION

1) LEGAL NAME: Hidalgo County Health & Human Services Department

2) MAILING Address Information (include mailing address, street, city, county, state and zip code): **Check if address change** ☐

1304 S. 25th Ave.
Edinburg, Hidalgo, Texas 78542

3) PAYEE Mailing Address (if different from above):
Norma G. Garcia, Hidalgo County Treasurer
2810 S. Business Hwy 281, Edinburg, Hidalgo, Tx 78539

Check if address change ☐

4) Federal Tax ID No. (9 digit) or **State of Texas Comptroller Vendor ID No.** (14 digit)

5) TYPE OF ENTITY (check all that apply):

☐ City	☐ Nonprofit Organization*	☐ Individual
X County	☐ For Profit Organization*	☐ FQHC
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
		☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

6) HUB REQUIREMENTS:

Are you a governmental body bound by HUB or MWBE (Minority & Women's Business Enterprise) mandates/requirements? ☐ Yes X No
If "Yes", no further action is required. **If "No", contact the DSHS HUB Coordinator at 1-800-243-7487 or by e-mail at HUB-Contact@dshs.state.tx.us.**

7) PROPOSED BUDGET PERIOD: **Start Date:** 09/01/2011 **End Date:** 08/31/2012

8) COUNTIES SERVED BY PROJECT:
Hidalgo

9) AMOUNT OF FUNDING REQUESTED: **455,507**

10) PROJECTED EXPENDITURES

Does applicant's projected state or federal expenditures exceed $500,000 for applicant's current fiscal year (excluding amount requested in line 8 above)? **

Yes X No ☐

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related DSHS funds.*

11) PROJECT CONTACT PERSON

Name: Eduardo Olivarez
Phone: 956-383-6221
Fax: 956-383-3229
E-mail: eddie.olivarez@hchd.org

12) FINANCIAL OFFICER

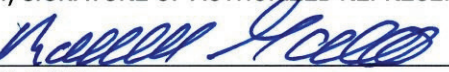
Name: Raymundo Eufracio
Phone: 956-318-2511
Fax: 956-318-2577
E-mail: ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this Application are truthful and I warrant that the applicant is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications**. I understand that the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

13) AUTHORIZED REPRESENTATIVE **Check if change** ☐

Name: Ramon Garcia
Title: Hidalgo County Judge
Phone:: 956-318-2600
Fax: 956-318-2699
E-mail: ramon.garcia@co.hidalgo.tx.us

14) SIGNATURE OF AUTHORIZED REPRESENTATIVE



15) DATE 8/9/11

APPROVED BY COMMISSIONERS' COURT
ON: 1/18/11 pp

AI-28177 **13. F.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

RLSS/ LPHS (1293):
Requesting authorization for the Hidalgo County Treasurer's Office/ Payroll Division to continue paying the employees currently paid from the RLSS/ LPHS grant contract which will end on 08/31/11. This request is to continue payroll from 09/01/2011 until the FY 12 RLSS/ LPHS grant contract is received and accepted by Commissioner's Court.

BACKGROUND

The FY 12 RLSS / LPHS grant application was submitted to the Texas Department of State Health Services agency on 08/11/11.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-006-1-113

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

BUDGETARY IMPACT:

Available funds in the amount of $102,403.44, effective 09/01/2011, once the grant award is received and the acceptance is approved by Commissioners' Court.

Attachments

Award Letter

Grant App Cover Page

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/19/2011 01:37 PM
Sylvia Solis	Sylvia Solis	08/22/2011 04:14 PM
Manuel Chapa	Manuel Chapa	08/24/2011 03:05 PM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Mike Escaname Started On: 08/19/2011 01:14 PM

Final Approval Date: 08/25/2011

File Copy

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

August 1, 2011

Eduardo Olivarez
Hidalgo CO Health Dept
1304 South 25th Ave.
Edinburg, TX 78539

Dear Hidalgo CO Health Dept:

This letter is to notify you of your state fiscal year 2012 (FY12) award for the **Regional and Local Services System/Local Public Heath Services (RLSS/LPHS) contract** in the amount of $102,403.44.

Funding reductions to public health are taking place at both the federal and state levels in FY12. Your FY12 award amount reflects a reduction of 19% from your FY11 RLSS/LPHS contract amount. The federal Preventive Health and Health Services Block Grant (PHHSBG) has historically provided approximately 23% of the funds that are included in the RLSS/LPHS contracts.

During FY11 the PHHSBG funding to Texas was reduced by approximately 23% but the Department of State Health Services (DSHS) was able to maintain the RLSS/LPHS contract amounts level for the balance of FY11. However, we have reason to believe that further reductions, and possible elimination, of the PHHSBG is likely in FY12. We have noted previously that the PHHSBG is not funded in the President's federal fiscal year 2012 (FFY12) budget and we have yet to receive any information from the Centers for Disease Control and Prevention about the level of PHHSBG funding to expect in FFY 2012. Therefore, DSHS Regional and Local Health Services had to plan FY12 budgets under the assumption that the PHHSBG will potentially be zero-funded in FFY12. As always, funding awards for the FY12 RLSS/LPHS contracts are based on expected state appropriations and federal funding levels and are contingent on continued availability of funding.

The renewal forms and instructions will be emailed to you. Also, for your convenience, the renewal forms are also posted on the DSHS Regional and Local Health Services website at http://www.dshs.state.tx.us/rls/localservices.

Please submit the *FY12 LPHS Renewal D*ocuments via email to LocalPHTeam@dshs.state.tx.us by **Friday, August 12, 2011, by 5:00 p.m.**, faxing the signature page to 512-776-7154.

The renewal documents include:

- *Form A Face Page*
- *Contact Information*
- *Categorical Budget Forms*
- *Project Service Delivery Plan reflecting the Public Health Issue(s) needing to be addressed; Essential Public Health Service(s) to be provided; Measurable Objective(s); and, Performance measure(s), activities, evaluation/improvement plan, and deliverables. Note: A Service Delivery Plan must be completed for each public health issue or public health program addressed by LPHS funded staff.*

General Provisions for FY 2012 are available on the DSHS Client Services Contracting Unit website at: http://www.dshs.state.tx.us/grants/gen-prov.shtm. Should you need assistance in completing the renewal packet, please contact Elma Medina ar (512)776-2181 or Amy Pearson at (512) 776-2028.

Sincerely,

James K. Morgan, MD, MPH

James Morgan, M.D., M.P.H., Assistant Commissioner
Division for Regional and Local Health Services

Enclosures

TEXAS Department of State Health Services

Division for Regional and Local Health Services
FY 2012 Local Public Health Services

FORM A - FACE PAGE

This form requests basic information about the respondent and project, including the signature of the authorized representative.

RESPONDENT INFORMATION

1) LEGAL NAME: Hidalgo County Health & Human Services Department

2) MAILING Address Information (include mailing address, street, city, county, state and zip code):

1304 S. 25th Ave.
Edinburg, Hidalgo, Texas 78542

3) PAYEE Mailing Address (if different from above):

Norma Garcia, Hidalgo County Treasurer
2810 S. Business Hwy. 281, Edinburg, Hidalgo, Texas 78539

4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) or if an individual, **Social Security Number** (9 digit) : 746000717

*The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

5) TYPE OF ENTITY (check all that apply):

- ☐ City
- X Regions/Counties/LHD
- ☐ Other Political Subdivision
- ☐ State Agency
- ☐ Indian Tribe
- ☐ Nonprofit Organization*
- ☐ For Profit Organization*
- ☐ HUB Certified
- ☐ Community-Based Organization
- ☐ Minority Organization
- ☐ Faith-based Organization
- ☐ Individual
- ☐ FQHC
- ☐ State Controlled Institution of Higher Learning
- ☐ Hospital
- ☐ Private
- ☐ Other (specify): _____

*If incorporated, provide 10-digit charter number assigned by Secretary of State:

6) COUNTIES OR REGION SERVED BY PROJECT:
See attached County/Region list. Hidalgo County

7) PROJECT CONTACT PERSON	CHECK FUNDING APPLYING FOR:
Name: Eduardo Olivarez Phone: 956-383-6621 Fax: 956-383-3229 E-mail: eddie.olivarez@hchd.org	√ **LPHS** **$**

The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications attached in **FORM E,** and will provide services in accordance with **25 Texas Administrative Code, §§37.51-37.65.** This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

8) AUTHORIZED REPRESENTATIVE	**9) SIGNATURE OF AUTHORIZED REPRESENTATIVE**
Name: Ramon Garcia Title: Hidalgo County Judge Phone: 956-318-2600 Fax: 956-318-2699 E-mail: ramon.garcia@co.hidalgo.tx.us	Ramon Garcia **10) DATE** 8/9/11

***Form A – FACE PAGE must be faxed with signature to (512) 776 7154**

APPROVED BY COMMISSIONERS' COURT ON: 1/18/11 mb

AI-28176 **13. G.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Immunization Division Local Grant (1293):
1. Requesting authorization to accept the attached Immunization Branch - Locals grant contract #2012-039050-001 in the amount of $649,320.00 for the period of 09/01/2011 to 08/31/2012.

2. Approval of the Certification of Revenues as certified by the County Auditor.

3. Requesting approval of the attached Immunization Grant Budget Appropriation.

4. Requesting approval of the attached Immunization Program Income Budget Appropriation.

5. Approval to create one (1) full-time Licensed Vocational Nurse II, slot no. 0017, grade 11.

6. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1-1293-441-00-340-012-2-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $125,000.00 and $649,320.00 into Immunization Branch Grant.

Revenue Acct # 1-1293-345-40-340-012-2-000 "Immunization Branch - Program Income Revenue"
Revenue Acct # 1-1293-331-12-340-012-2-000 "Immunization Branch - Revenue"

Funds for proposed LVN II position and related fringe benefit expenditures available, pending approval of appropriation of funds.

No local matching funding required.

Attachments

Imm Contract
budget and equipment list
PARS
Salary Budget Schedule
Budget Appropriations
Job Description
fiscal note r
Salary Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/19/2011 01:12 PM

Sylvia Solis	Sylvia Solis	08/23/2011 02:51 PM
Manuel Chapa	Manuel Chapa	08/25/2011 08:56 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Mike Escaname Started On: 08/19/2011 12:41 PM

Final Approval Date: 08/25/2011

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-039050 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $649,320.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

   2012-039050-001 IMMUNIZATION BRANCH - LOCALS

c. General Provisions (Sub-recipient)
d. Solicitation Document(s) **(NA)** and
e. Contractor's response(s) to the Solicitation Document(s) **(NA)**.
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH DEPARTMENT
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET	_____
AUSTIN, TEXAS 78756	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

CONTRACT NO. 2012-039050
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000376563

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: IMMUNIZATION BRANCH - LOCALS

TERM: 09/01/2011 THRU: 08/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) by the effective date of this Renewal Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

- Contractor will continue to use the current vaccine management system as described in the TVFC Operations Manual until directed by DSHS to transition to a new "provider choice" system. Contractor shall, as directed by DSHS, implement provider choice in contractor's clinic(s) by the schedule provided by DSHS.
- Contractor shall notify providers of changes to vaccine managements reporting, and present updates and training to providers, as requested by DSHS. This would include any transition to a "provider choice" system.
- Contractor shall plan and implement community-based activities to accomplish the required tasks as specified in the final, approved work plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at http://vaers.hhs.gov/default.htm).

Contractor shall inform and educate the public about vaccines and vaccine-preventable diseases, as described in the *DSHS Immunization Contractors Guide for Local Health Departments*.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25; and
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at http://www.dshs.state.tx.us/qmb/default.shtm#public).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each tri-annual reporting period (September 1, 2011, January 1, 2012, and May 1, 2012).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, as shown in SECTION VII. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the terms of the Contract:

- LHDs shall investigate and document, in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (located at http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf) and *NBS Data Entry Guidelines*, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.

- LHDs shall complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.

- LHDs shall contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.

- LHDs shall contact 100% or 400 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.

- LHDs shall review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.

- LHDs shall complete 100% of child-care facility and Head Start center assessments, in accordance with the *Immunization Population Assessment Manual,* as assigned by DSHS.

- LHDs shall complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the *Immunization Population Assessment Manual,* as assigned by DSHS.

- LHDs shall implement provider choice as directed by DSHS according to the schedule provided by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the *Immunization Quality Assurance Tool Resource Manual,* (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

Contractor is required to complete and submit tri-annual reports, utilizing a format provided by the DSHS Program:

Report Type	Reporting Period	Report Due Date
Programmatic	9/1/2011 – 12/31/2011	1/30/2012
Programmatic	1/1/2012– 4/30/2012	5/30/2012
Programmatic	5/1/2012 – 8/31/2012	09/30/2012

Tri-annual reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us according to the time frames stated above.

SECTION III. SOLICITATION DOCUMENT:

NA

SECTION IV. RENEWALS:

DSHS may renew the Renewal Program Attachment for up to one (1) twelve-month term at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms/b13form.doc. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA #93.268 and STATE

SECTION VIII. SPECIAL PROVISIONS:

General Provision, **Funding** Article, Use of Funds Section, is revised to include:

- Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

- Travel expenses shall be reimbursed according to Contractor's written travel policy, as submitted and approved with Contractor's FY2011 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel expenses shall be reimbursed according to current state travel regulations located at http://www.window.state.tx.us/comptrol/texastra.html.

For immunization activities performed under this Renewal Program Attachment, General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation** Section, is replaced with the following paragraphs:

- Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

- Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

- Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.
- All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provision, **General Business Operations of Contractor** Article, Property Inventory and Protection of Assets Section, is revised to include:

> All equipment used by Contractor which is provided by DSHS shall be accounted for as public property. The DSHS Program will investigate equipment loss, destruction, or other waste and may require (at its discretion) Contractor to replace or reimburse the DSHS Program. This provision does not waive any other remedies legally available to DSHS regarding contract breaches.

IMM/LOCALS
DSHS Contract Number: 2012-039050
HIDALGO COUNTY HEALTH DEPARTMENT
EXHIBIT A

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

1. PROGRAM PLANNING AND EVALUATION

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

Activities 1A:

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

2. VACCINE MANAGEMENT

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

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

Activity 2A:

- Maintain storage and handling polices and procedures according to the *TVFC Operations Manual.*
- Ensure that appropriate Vaccine Management plan is in place at each clinic location and that it includes an updated *Emergency Contingency Plan*.

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

Activities 2B:

- Evaluate maximum vaccine stock levels twice a year in **all** TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics. This activity will become part of the Electronic Vaccine Inventory (EVI) system and local health departments will be advised if any assistance on this activity is needed.
- Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines. Review may be done from a paper report or on the EVI system.
- If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
- Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS
    - To avoid the appearance of impropriety, the LHD must not involve pharmaceutical manufacturer representative in provider choice trainings; or, the LHD must not take any other actions which appear to have a connection between activities sponsored under this contract and any other activities the LHD wishes to conduct on its own which would involve pharmaceutical manufacturer representatives giving presentations to providers.
- Offer provider updates, training and information as changes to vaccine management occurs.

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

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

Activities 3A:
- Search for the client's immunization history at every client encounter.
- Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at http://www.cdc.gov/vaccines/recs/schedules/default.htm.
- Report to ImmTrac all immunizations administered to children (younger than 18 years) and consented adults in Contractor's clinics, either directly into ImmTrac online or through TWICES.
- Update demographic information as needed.
- Follow recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Implement changes to the consent process as directed by DSHS.
- Offer updated *Immunization History Report* to the client or client's parent or guardian at every client encounter.
- At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in ImmTrac.

General Requirement 3B: Work in good faith, and as described herein, to increase the

number of children less than six years of age who participate in ImmTrac. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activity 3B:

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

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

Activities 3C:

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

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

Activities 3D:

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

4. PROVIDER QUALITY ASSURANCE
(http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm)

General Requirement 4: Complete site visit follow-up assigned by DSHS Austin or Health Service Region staff within prescribed timeframes outlined in the *TVFC Operations Manual*.. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 4:

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

5. PERINATAL HEPATITIS B PREVENTION

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

General Requirement 5A: Ensure all pregnant women are screened for hepatitis B surface antigen (HBsAg) and that all HBsAg-positive pregnant women are reported to DSHS. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5A:

- Develop a surveillance system that includes prenatal care providers, obstetrical care providers, family practitioners, and labor and delivery facilities to assure all HBsAg-positive pregnant women are reported to DSHS within one week of diagnosis.
- Educate prenatal care providers routinely to screen pregnant women for HBsAg status during each pregnancy, implement procedures for documenting HBsAg screening results in prenatal care records and forward original laboratory results to the delivery facility.
- Educate delivery hospitals to verify prenatal HBsAg test results of pregnant women on admission for delivery and test for HBsAg at delivery.

General Requirement 5B: Ensure that all infants born to HBsAg-positive women and women whose HBsAg status is unknown will receive the first dose of the hepatitis B vaccine and hepatitis B immune globulin (HBIG) within 12 hours of birth. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5B:

- Assure all labor and delivery facilities develop standing orders and policies to administer the first dose of the hepatitis B vaccine and HBIG to at risk infants within 12 hours of birth
- Identify labor and delivery facilities that do not have standing orders and/or policies and educate providers to establish standing orders and policies to administer to at-risk infants the first dose of the hepatitis B vaccine and HBIG within 12 hours of birth
- Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or the hepatitis B immune globulin and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and hepatitis B immune globulin within 12 hours of birth
- Report to DSHS all infants born to HBsAg (+) women within fifteen (15) calendar days of the event.

General Requirement 5C: Ensure that 100% of the number of identified infants born to HBsAg-positive women will complete the hepatitis B vaccine series and post-vaccination serology (PVS) testing or staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5C:

- Administer or obtain from the provider or IMMTRAC the complete hepatitis B vaccine series. Infants shall complete the hepatitis B vaccine series by 6 – 8 months of age if the infant receives a single antigen or Pediarix vaccine and by 15 months of age if the infant receives the Comvax series.
- Perform PVS testing or obtain from the provider or IMMTRAC PVS testing results to determine immunity against hepatitis B. Post vaccine serology testing shall be done by 9 – 15 months of age if the infant received a single antigen or Pediarix vaccine and by 18 months of age if the infant received the Comvax vaccine series.

General Requirement 5D: All reported HBsAg (+) mothers shall be interviewed and names and locating information of household contacts and sexual partners elicited for serologic testing. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5D:

- Household contacts and sexual partners shall be identified for each reported HBsAg(+) mother
- Each identified contact and sexual partner shall be serologically tested to determine susceptibility status

General Requirement 5E: 80% of all susceptible household and sexual contacts to HBsAg-positive women will complete the hepatitis B vaccine series and post vaccine serology testing or staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5E:

- Administer the hepatitis B vaccine series according to the Recommended Adult Immunization Schedule to susceptible household contacts and sexual partner or obtains vaccination data from the provider.
- Administer post vaccine serology testing 1 – 2 months after the last dose of the vaccine series to determine status or obtain PVS results from the provider.

6. EDUCATION, INFORMATION, TRAINING, AND COLLABORATIONS

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

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

Activities 6A:

- Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable

diseases, staying on the ACIP Recommended Immunization Schedule(s) and the importance of not missing any vaccines.

- Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, and healthcare providers and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated, vaccine recommendations, and the location(s) of community vaccination clinics.
- Conduct at least one monthly immunization education activity targeting one of the target groups.
- Document the activity with the number & type of participants, and evaluate activity by obtaining feedback from participants.
- Use national immunization observances as opportunities to conduct specific education and promotional activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).
- Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis.
- Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
- Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers.
- Promote www.ImmunizeTexas.com, the Immunization Branch's website, *The Upshot*, electronic newsletter, and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
- Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
- Provide information to clients, families, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and the importance of maintaining a complete immunization history in ImmTrac.
- Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
- Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
- Inform and highly recommend to the medical community and local providers within the Contractor's' jurisdiction on the annual CDC *Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC)* training.

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

Activities 6B:

- Provide training on TVFC requirements and updates (as described in the *TVFC Operations Manual*) to TVFC providers annually at a minimum.
- Ensure that the TVFC providers have the most up-to-date, DSHS-produced

immunization information in their offices.

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

General Requirement 6C: Conduct outreach to targeted groups for the promotion of best practices and special activities related to immunizations. Activities under this

requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6C:

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

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

Activities 6D:

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

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

Activities 6E:

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

7. EPIDEMIOLOGY AND SURVEILLANCE

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

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

Activities 7:

- Adhere to the *DSHS Vaccine-Preventable Disease (VPD) Surveillance Guidelines*, *NEDSS Data Entry Guidelines*, and *Epi Case Criteria Guide* (*https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/EpiCaseGuide.pdf*) in conducting this General Requirement and the associated activities.
- Complete all data entry into NEDSS Base System (NBS) following the *NBS Data Entry Guidelines.* (*https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Data_Entry_Guidelines_2007.pdf*).
- Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history should be assessed through ImmTrac, provider offices, school records, or patient records.
- Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) sent from DSHS through NBS and Health Alert Network (HAN).
- Report on steps taken by Contractor to ensure the completeness of VPD reporting within Contractor's jurisdiction on triannual reports.
- All new VPD surveillance staff will attend Introduction to NBS training and complete the certification process in order to gain access to the NBS system.

8. POPULATION ASSESSMENT

(*Immunization Population Assessment Manual* available on line at http://www.dshs.state.tx.us/immunize/docs/school/2010-2011_PopulationAssessmentManual.pdf (Reference Stock No. 11-12550, Revised 09/10)

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

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

9. SERVICE DELIVERY

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

Activities 9:

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

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature _____ Date _____

Print Name of Authorized Individual

2012-039050
Application or Contract Number

HIDALGO COUNTY HEALTH DEPARTMENT
Organization Name

2012-039050-001

Categorical Budget:

PERSONNEL	$484,406.00
FRINGE BENEFITS	$141,980.00
TRAVEL	$0.00
EQUIPMENT	$22,934.00
SUPPLIES	$0.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$649,320.00
INDIRECT CHARGES	$0.00
TOTAL	$649,320.00
DSHS SHARE	$649,320.00
CONTRACTOR SHARE	$130,000.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $649,320.00

Financial status reports are due: 12/30/2011, 03/30/2012, 07/02/2012, 10/30/2012

Equipment List Attached.

Equipment List

Equipment Total: $ 22,934.00

Item #	Equipment Description	Units	Unit Cost	Total
1	FFP 15-Liter Vaccine Diamond Plate Freezer, Cart for FridgeFreeze unit, handling fee plus shipping cost.	1	$3,165.00	$3,165.00
2	Hp Compaq 6000 Pro/3.2 GHz Intel Dual Core Processor/2GB DDR2 SDRAM 1333MHz/Intergrated Video Card Dynamic RAM Allocation 256 MB/320 GB SATA HD 7200 RPR/10 USB 2.0 ports	2	$748.00	$1,496.00
3	Thermo Scientific Revco Upright Pharmacy Refrigerator, 51.1 CU FT., Double Glass Door, 115 V; Mfr Brand - Thermo Scientific Revco	2	$9,136.50	$18,273.00

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. - IMMUNIZATION (340-012) DATE: 8/18/11

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

REQUESTED POSITION TITLE: LICENSED VOCATIONAL NURSE II New Slot #: 0017

REQUEST FOR:

X New Position ☐ Temporary Position ☐ Position Reclassification* Other __

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 40,078.00 (Grade 11/ Step 1) (Proposed Budgeted Salary) $ 40,078.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Immunization FY 12 Grant Budget effective 09/01/2011

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

This Immunization LVN is essential to provide immunizations to clients at our Hidalgo County clinics and in the community outreach immunization Clinics. The demand for immunizations has increased due to the increase of population in the county.

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

Will perform public health nursing duties under the supervision of an R.N. Duties include administering vaccines per DSHS & LHD standards. Educates and counsels clients on vaccines provided. Reports signs of illness and reactions to R.N. as appropriate. Completes all necessary TVFC reports and submits to DSHS Region 11. Performs all vaccine management activities as per DSHS policy.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/18/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/23/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

IMMUNIZATION FY 12
Grant Application
Salary / Fringes Salary Schedule
09/01/2011 - 08/31/2012
For Budget Purposes Only

							Hourly Rate		Work Hours		2011	2012		Distribution						Insurance	
Slot #	Employee #	Employee Name	Position Title	Grade & Step Salary	Actual Salary	Increase to Next Step	Hourly Rate	Hourly Rate W / >	# of Hours @ 2011 Pay	# of Hours @ 2012 Pay	09/11 - 12/11	01/12 - 08/12	Projected Salaries	340-003	%	340-005	%	340-012	%	Health Ins.	Life Ins.
0001	047643	Delia Aurora Garza	TX Vaccines Educator	43,284.00	43,284.00	44,799.00	20.8096	21.5380	696	1,400	14,483.49	30,153.17	44,636.67	-	-	-	-	44,636.67	1.00	3,600.00	27.00
G002	141607	Cynthia Orozco	TX Vaccines Manager	40,078.00	40,079.00	41,481.00	19.2688	19.9428	696	1,400	13,411.05	27,919.90	41,330.95	-	-	2,893.17	0.07	38,437.79	0.93	3,348.00	25.11
0003	047589	Aracely Rincon	Outreach Specialist II	29,186.00	29,186.00	30,141.00	14.0317	14.4909	696	1,400	9,766.08	20,287.21	30,053.30	-	-	-	-	30,053.30	1.00	3,600.00	27.00
0004	142425	Alma Lugo	Outreach Specialist II	29,186.00	29,352.00	30,141.00	14.1115	14.4909	696	1,400	9,821.63	20,287.21	30,108.84	-	-	-	-	30,108.84	1.00	3,600.00	27.00
0005	031755	Irene G. Vargas	Outreach Specialist II	29,186.00	29,352.00	30,141.00	14.1115	14.4909	696	1,400	9,821.63	20,287.21	30,108.84	-	-	-	-	30,108.84	1.00	3,600.00	27.00
G006	132497	Maria Teresa Trejo	Lic. Voc. Nurse II	42,884.00	43,491.00	44,287.00	20.9091	21.2918	696	1,400	14,552.76	29,808.56	44,361.32	14,195.62	0.32	1,330.84	0.03	28,834.86	0.65	2,340.00	17.55
G007	033529	Teresa R. Segura	Lic. Voc. Nurse II	42,884.00	43,492.00	44,287.00	20.9096	21.2918	696	1,400	14,553.09	29,808.56	44,361.65	14,195.73	0.32	1,330.85	0.03	28,835.07	0.65	2,340.00	17.55
G008	134651	Idalia Sanchez	Lic. Voc. Nurse II	42,884.00	43,491.00	44,287.00	20.9091	21.2918	696	1,400	14,552.76	29,808.56	44,361.32	14,195.62	0.32	1,330.84	0.03	28,834.86	0.65	2,340.00	17.55
G010	165719	Patricia Y. Ramirez	Community Srv Aide	29,186.00	29,186.00	30,141.00	14.0317	14.4909	696	1,400	9,766.08	20,287.21	30,053.30	1,803.20	0.06	-	-	28,250.10	0.94	3,384.00	25.38
G011	116009	Santos M. Garcia	Community Srv Aide	29,186.00	29,186.00	30,141.00	14.0317	14.4909	696	1,400	9,766.08	20,287.21	30,053.30	1,803.20	0.06	-	-	28,250.10	0.94	3,384.00	25.38
G012	148997	Martha E. Serna	Community Srv Aide	29,186.00	29,187.00	30,141.00	14.0322	14.4909	696	1,400	9,766.42	20,287.21	30,053.63	901.61	0.03	901.61	0.03	28,250.41	0.94	3,384.00	25.38
G013	005886	Fidela Palacios	Community Srv Aide	29,186.00	29,186.00	30,141.00	14.0317	14.4909	696	1,400	9,766.08	20,287.21	30,053.30	901.60	0.03	901.60	0.03	28,250.10	0.94	3,384.00	25.38
0014	152323	Patricia E. Garcia	Lic. Voc. Nurse II	42,884.00	43,491.00	44,287.00	20.9091	21.2918	696	1,400	14,552.76	29,808.56	44,361.32	-	-	-	-	44,361.32	1.00	3,600.00	27.00
0015	106321	Doris S. Cavazos	Outreach Specialist II	29,186.00	29,352.00	30,141.00	14.1115	14.4909	696	1,400	9,821.63	20,287.21	30,108.84	-	-	-	-	30,108.84	1.00	3,600.00	27.00
0016	052035	Sandra Olivia Lopez	Community Srv Aide	29,186.00	29,186.00	30,141.00	14.0317	14.4909	696	1,400	9,766.08	20,287.21	30,053.30	-	-	-	-	30,053.30	1.00	3,600.00	27.00
Proposed / Pending		Vacant / Proposed	Lic. Voc. Nurse II	40,078.00	-	41,481.00	19.2683	19.9428	696	1,400	13,410.72	27,919.90	41,330.62	-	-	-	-	41,330.62	1.00	3,600.00	27.00

Total Gross Salary - >	**518,705.00**
Health Insurance - ($300.00 / month for 15 employees prorated based on % of pay)	**52,704.00**
Life Insurance - ($27 / Yr / person prorated by % of pay)	**395.28**
FICA - (7.65% * Gross Salary)	**39,680.93**
Retirement - (9.60% * Gross Salary)	**49,795.68**
Unemployment - (.50% * Gross Salary)	**2,593.52**
Worker's Comp - (1.32% * Gross Salary)	**6,846.91**
(Fringes based on 2011 Contribution Rates)	**670,721.32**

Notes:

1 The program budget and salary schedule were prepared when the grant application was submitted on March 28, 2011.
2 A pay increase to the next step based on Grade & Step Salary Schedule is budgeted from 01/01/12 to 08/31/12 pending CC approval.
3 If pay increase does not materialize, a budget revision will be done at a later time.
4 Fringes rates used in this schedule were based on the information available during the time the grant application was prepared and completed (March 2011).
5 The proposed LVN position is at Grade 11, Step 1 ($40,078); $41,330.62 which includes actual work hours of 2,096 and cola increase.
6 The proposed LVN position salary distribution was computed as using $33,663.00 in program income monies and $7,667.62 in grant monies.
7 There are 2,096 work hours during the grant period of 09/01/2011 through 08/31/2012.

Prepared by Mike Escaname
Health Human Services Dept.
03/23/11

DATE: September 01, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 1-1293-441-00-340-012-2-XXX Immunization Branch - Locals

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
1-1293-441-00-340-012-2-113	Immunization Branch - Reg F/T Employees	$ 484,406.00
Fringes		
1-1293-441-00-340-012-2-211	Immunization Branch - Health Insurance	$ 49,680.00
1-1293-441-00-340-012-2-212	Immunization Branch - Life Insurance	$ 372.00
1-1293-441-00-340-012-2-220	Immunization Branch - FICA	$ 37,106.00
1-1293-441-00-340-012-2-230	Immunization Branch - Retirement	$ 46,564.00
1-1293-441-00-340-012-2-250	Immunization Branch - Unemployment Comp	$ 2,195.00
1-1293-441-00-340-012-2-260	Immunization Branch - Workers Comp	$ 6,063.00
Equipment		
1-1293-441-00-340-012-2-665	Immunization Branch - Minor Computer Equipment	$ 1,497.00
1-1293-441-00-340-012-2-748	Immunization Branch - Other Equipment	$ 21,437.00
	TOTAL APPROPRIATION	$ 649,320.00
1-1293-331-12-340-012-2-000	Immunization Branch - Revenue	$ 649,320.00
	TOTAL APPROPRIATION	$ 649,320.00

REASON: To appropriate the Immunization Branch - Locals grant monies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

DATE: September 01, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 1-1293-441-00-340-012-2-XXX Immunization Branch - Locals

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
1-1293-441-00-340-012-2-113	Immunization Branch - Reg F/T Employees	$ 33,663.00
Fringes		
1-1293-441-00-340-012-2-211	Immunization Branch - Health Insurance	$ 3,024.00
1-1293-441-00-340-012-2-212	Immunization Branch - Life Insurance	$ 23.00
1-1293-441-00-340-012-2-220	Immunization Branch - FICA	$ 2,575.00
1-1293-441-00-340-012-2-230	Immunization Branch - Retirement	$ 3,232.00
1-1293-441-00-340-012-2-250	Immunization Branch - Unemployment Comp	$ 569.00
1-1293-441-00-340-012-2-260	Immunization Branch - Workers Comp	$ 444.00
Travel		
1-1293-441-00-340-012-2-583	Immunization Branch - Travel Out-of-County	$ 10,000.00
Supplies		
1-1293-441-00-340-012-2-601	Immunization Branch - Office & Comp Supplies	$ 18,235.00
1-1293-441-00-340-012-2-603	Immunization Branch - Education / Instruction Sup	$ 18,235.00
Other		
1-1293-441-00-340-012-2-584	Immunization Branch - Registration	$ 10,000.00
1-1293-441-00-340-012-2-540	Immunization Branch - Advertising	$ 20,000.00
1-1293-441-00-340-012-2-550	Immunization Branch - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 125,000.00
1-1293-345-40-340-012-2-000	Immunization Branch - Program Income Revenue	$ 125,000.00
	TOTAL APPROPRIATION	$ 125,000.00

REASON: To appropriate the program income monies for the Immunization Branch - Locals program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

LICENSED VOCATIONAL NURSE II

GRADE: 11

GENERAL DESCRIPTION

This position provides routine (journey-level) vocational nursing work. Work involves providing for the care, treatment, and general welfare of patients; May train others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares nursing and medical summaries

Administers medication orally, rectally, internally, or by injection

Monitors patients for treatments and procedures

Monitors patients' temperature, pulse, and respiration

Collects specimens for laboratory examination

Counsels patients with specific health goals

Conducts appropriate screening tests

Applies principles and practices to assess, prevent, and control diseases

Maintains records pertaining to medication, deaths, illnesses, and the transfer of patients

Makes rounds or home visits

May participate in conducting therapeutic programs

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience in nursing work; Graduation from a standard senior high school or equivalent or from an approved vocational or practical nursing education program is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of nursing procedures and techniques

Ability to provide patient medical care, to prepare and maintain records, and to train others

Registration, Certification, or Licensure

Must be licensed as a Licensed Vocational Nurse by the State of Texas or in a party state that recognizes reciprocity through the Nurse Licensure Compact

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 28176

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Summary of request/proposal:
IMM DIV LOCAL :
Approval to create one (1) full-time LVN II position, slot # 0017, grade 11.

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1293	LVN II	0017	113				11	1	40,078.00	40,078.00
						0.00			40,078.00	40,078.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)	AMOUNT
1-1293-441-00-340-012-2-	113	IMM DIV LOCAL - REG F/T EMPLOYEES	$13,410.72
1-1293-441-00-340-012-2-	211	IMM DIV LOCAL - HEALTH INSURANCE	$1,204.62
1-1293-441-00-340-012-2-	212	IMM DIV LOCAL - LIFE INSURANCE	$9.03
1-1293-441-00-340-012-2-	220	IMM DIV LOCAL - FICA	$1,025.92
1-1293-441-00-340-012-2-	230	IMM DIV LOCAL - RETIREMENT	$1,287.43
1-1293-441-00-340-012-2-	250	IMM DIV LOCAL - UNEMPLOYMENT COMP	$67.05
1-1293-441-00-340-012-2-	260	IMM DIV LOCAL - WORKER'S COMP	$0.00
		2011 BUDGETARY IMPACT:	$17,004.77

2012 Budgetary Impact: $33,879.23

Possible Funding Sources: **IMM DIV LOCAL FUNDS;**
pending approval of appropriation of funds

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1293-441-00-340-012-1

AI - 28176

IMM DIV LOCAL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	TX VACCINES EDUCATOR	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
G002	113	TX VCCNS MANAGER	11	1	$40,078.00	$37,270.00	$37,270.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,270.00
0003	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,186.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,186.00
0004	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,352.00
0005	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,352.00
G006	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$28,216.00	$28,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,216.00
G007	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$28,216.00	$28,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,216.00
G008	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$28,216.00	$28,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,216.00
G010	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$27,330.00	$27,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,330.00
G011	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$27,306.00	$27,306.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,306.00
G012	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$27,330.00	$27,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,330.00
G013	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$27,330.00	$27,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,330.00
0014	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,491.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,491.00
0015	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,352.00
0016	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$29,186.00	$29,186.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,186.00
0017	**113**	**CREATE THE FOLLOWING: LICENSED VOCATIONAL NURSE II**	**11**	**1**	**$40,078.00**	**$40,078.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				Total	$557,650.00	$503,390.00	$464,417.00	$0.00	$0.00	$0.00	$0.00	$0.00	$464,417.00

Approval to create one (1) LVN II position, slot #0017, grade 11.
Personnel actions pending CC approval.

AI-28230 **13. H.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to accept the attached Cardiovascular Health and Wellness Program grant contract #2011-039140-001 in the amount of $5,000.00.

BACKGROUND

This program was accepted by CC on 06/21/11 through AI-27129. A Certification of Revenue was also approved on the same day. The Texas Department of State Health Services initially treated this program as an unencumbered, non-purchase order claim which would require no grant contract; Submittal of a work plan and an evaluation report to them followed by an invoice is what was required to reimburse Hidalgo County the $5,000.00.

DSHS has reconsidered the method of delivery for these monies and is now requiring that a grant contract be processed; hence, this agenda item and the grant contract that is being presented to CC at this time.

DSHS staff have indicated they will honor the expenditures incurred within the initial work plan period of June 21, 2011 through August 31, 2011.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-050-1-540

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

BUDGETARY IMPACT:

No Budgetary Impact
To accept grant contract
Program was accepted 6-21-11 AI# 27129

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 02:34 PM
Manuel Chapa	Manuel Chapa	08/25/2011 09:19 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Mike Escaname Started On: 08/24/2011 01:53 PM

Final Approval Date: 08/25/2011

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-039140 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $5,000.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 06/21/2011 and ends on 08/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2011-039140-001 Cardiovascular Health and Wellness Program

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2011-039140
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000376772

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM:Cardiovascular Health and Wellness Program

TERM: 06/21/2011 THRU: 08/31/2011

SECTION I. STATEMENT OF WORK:

Texas Cardiovascular Health and Wellness (CHW) Program shall contract with Hidalgo County Health and Human Services to develop a work plan to increase awareness level of stroke and the importance of calling 911 through a city-wide campaign.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess Contractor's effectiveness in providing services described in this Program Attachment, without waiving the enforceability of any of the other terms of the Contract.

By August 31, 2011, Contractor shall:

- Hold a meeting with local stakeholders to discuss the work plan.
- Provide DSHS with minutes of the meeting.
- Provide DSHS with a list of names, email addresses, and organization of attendees.
- Submit invoice with work plan, minutes and contact information.

SECTION III. SOLICITATION DOCUMENT:

Exempt-Governmental Entity

SECTION IV. RENEWALS:

N/A

SECTION V. PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required deliverables. The B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms.shtm. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC1940
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

SOURCE OF FUNDS: State

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **General Business Operations of Contractor** Article, is revised to include:

Contractor shall notify DSHS Executive Director of the Texas Council on CVD and Stroke of any changes in project in project staff or contact information within fourteen (14) calendar days of such change(s).

General Provisions, Article XIII. **General Terms, Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

2011-039140-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$0.00
CONTRACTUAL	$0.00
OTHER	$5,000.00
TOTAL DIRECT CHARGES	$5,000.00
INDIRECT CHARGES	$0.00
TOTAL	$5,000.00
DSHS SHARE	$5,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $5,000.00

Financial status reports are due: 10/31/2011

AI-28223 **13. I.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

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

Vendor	Invoice No.	Date	Invoice Amount	Purpose
Freedom Communications of South Texas	10003892-0511	05/31/2011	952.60	Substance Abuse Facility Ad
Freedom Communications of South Texas	10003892-0611	06/30/2011	513.10	Chief Physician Services Ad
Freedom Communications of South Texas	10003892-0711	07/31/2011	1,450.70	Chief Physician Services & Lab Services Ad
			2,916.40	**Total**

BACKGROUND

The Purchasing Dept. staff initiated the advertisement requests. No purchase order had been encumbered for these expenditures.
Date Comm. Court advertised - AI# 26521 (05-10-11), 27067 (06/21/11) , 27380 (07/12/11)

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-841

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

BUDGETARY IMPACT:

Invoice #10003892-0511 in the amount of $ 952.60 should be paid from Acct #1-1100-415-00-115-002-0-841
Invoice #10003892-0611 in the amount of $ 513.10 should be paid from Acct #1-1100-441-00-340-001-0-540
Invoice #10003892-0711 in the amount of $1,450.70 should be paid from Acct #1-1100-441-00-340-001-0-540

As of 08/23/11, Acct #1-1100-415-00-115-002-0-841 had an available balance of $3,678.52
As of 08/23/11, Acct #1-1100-441-00-340-001-0-540 had an availalbe balance of $ 940.40

AI-28206 on Consent Agenda for 08/30/11 is transferring $2,000.00 into Acct #1-1100-441-00-340-001-0-540 which will bring the available balance to $2,940.40 on 08/30/11.

Attachments

0511 Invoice
0611 Invoice
0711 Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 11:54 AM
Manuel Chapa	Manuel Chapa	08/25/2011 08:05 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Mike Escaname Started On: 08/24/2011 10:17 AM

Final Approval Date: 08/25/2011

Att. Janet

FREEDOM COMMUNICATIONS OF SOUTH TEXAS

REMIT TO
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 10003892 BALANCE DUE $952.60 CHECK NO. _____

MKT. CONSULTANT LIZ FLORES DEPARTMENT MML AMOUNT PAID _____

HIDALGO CO.HEALTH-MM
1304 SOUTH 25TH
EDINBURG, TX 78539-8539

Advertising Invoice

INVOICE DATE	INVOICE NO.
5/31/2011	10003892-0511

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVER
10003892	$952.60	$0.00	$0.00	$0.00

DATE	REF #	DESCRIPTION	UNITS	RATE	AMOUNT
05/14/11	95074803	3011-MM Class Legal and Internet *SUBSTANCE ABUSE TREATMENT*	16.00		483.80
05/21/11	95074803	3010-MM Classified Legal *SUBSTANCE ABUSE TREATMENT*	16.00		468.80

PREVIOUS BALANCE	NEW CHARGES	CREDITS	BALANCE DUE
$0.00	$952.60	$0.00	**$952.60**

THE MONITOR · CURRENT · TOWN CRIER · ISLAND BREEZE · STAR · RGV · FREEDOM FLYERS · The Herald · El Nuevo Heraldo · el extra · La Frontera

Phone: 956-683-4000
Fed ID# 74-1157766

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

AUG-08-2011 12:49 From:BROWNSVILLE HERALD 9565041119 To:9563833229 P.1/1

#10003892 - Hidalgo County Health 95074803

RECEIVED
Hidalgo County Health
& Human Services Department
AUG 22 2011
1304 S. 25th Ave.
Edinburg, Texas 78542

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

NORMA I. PEREZ, being duly sworn on his/her oath states that he/she is a Sales Representative of THE MONITOR and that the attached notice appeared in the following issues:

May 14 & 21, 2011

Norma I. Perez

Subscribed and sworn to before me this the 22nd day of August A.D. 2011

Elizabeth D. Flores

Notary Public, Hidalgo County

ELIZABETH D. FLORES
Notary Public, State of Texas
My Commission Expires
September 29, 2013

REQUEST FOR QUALIFICATIONS

TO SUPPLY HIDALGO COUNTY with sealed statement of qualifications (SOQ's) on **"RFQ No.: 2011-141-06-15CGA- Substance Abuse Treatment And Primary Care Services For Adolescents"**

Requirements Packets may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626, requested via email to: cris.villarreal@co.hidalgo.tx.us, or may be picked up at the Hidalgo County Purchasing Department, with a **Physical location of** : 2802 So. Business Hwy 281, (Southeast Corner of Canton & Business Highway 281) New Administration Building, Edinburg, Texas, 78539.

Pre-Solicitation Conference is scheduled for Wednesday, May 25, 2011, at 1:00 PM at Construction Site located at (directly North of the Hidalgo County Health Clinic) 3341 E. Richardson Road, Edinburg, Texas 78542.

UPON SUBMITTING SEALED SOQ's, participants are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows Participant's name and address on the upper left hand corner of the sealed envelope and/or package and **RFQ No.: 2011-141-06-15CGA- Substance Abuse Treatment And Primary Care Services For Adolescents" on the lower left hand corner of sealed envelope/and or packet. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ No.: 2011-141-06-15CGA- Substance Abuse Treatment And Primary Care Services For Adolescents".**

The sealed SOQ's must contain one (1) original and seven (7) copies of the statements of qualifications and must be clearly identified and addressed for delivery to: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent-Hidalgo County Purchasing Department**

US Postal Mail/Courier Address:
2812 S. Business Hwy. 281
Hidalgo County
New Administration Building
Edinburg, Texas 78539

Physical Location:
2802 S. Business Hwy. 281
Hidalgo County
New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

SEALED STATEMENTS OF QUALIFICATIONS will be accepted until **9:30 a.m on Wednesday, June 15, 2011** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location 2802 S. Business Hwy 281, Hidalgo County New Administration Building Edinburg, Texas.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY STATEMENT OF QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

HIDALGO COUNTY reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS on this the 10th day of May, 2011.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE or 1-866-427-7233

FREEDOM COMMUNICATIONS OF SOUTH TEXAS

REMIT TO
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 10003892 BALANCE DUE $1,465.70 CHECK NO. _____

MKT. CONSULTANT LIZ FLORES DEPARTMENT MML AMOUNT PAID _____

HIDALGO CO.HEALTH-MM
1304 SOUTH 25TH
EDINBURG, TX 78539-8539

Advertising Invoice

INVOICE DATE	INVOICE NO.
6/30/2011	10003892-0611

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVER
10003892	$513.10	$952.60	$0.00	$0.00

DATE	REF #	DESCRIPTION	UNITS	AMOUNT
06/01/11	AGING	*BALANCE FORWARD*		952.60
06/25/11	95089541	3011-MM Class Legal and Internet *RFQ CHIEF PHYSICIAN SERVICES*	17.00	513.10

INVOICE RECEIVED BY:
Jeanette Palacios DATE 7/26/11
GOCDS/SERVICES RECEIVED BY:
Health Dept DATE 6/30/11
1 -1100-441-00-340-001 -0-540
PYMT AMOUNT$ 1465.70 PO# N/A
APPROVED BY: M.G. 8/11/11

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE DUE
$952.60	(+)	$513.10	-	$0.00	=	$1,465.70

THE MONITOR · CURRENT · TOWN CRIER · ISLAND BREEZE · VALLEY MORNING STAR · RGV Guidebooks · FREEDOM FLYERS · The Herald · El Nuevo Heraldo · el extra · La Frontera

Phone: 956-683-4000
Fed ID# 74-1157766

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

#10003892 - Hidalgo Co. Health Dep. - 95089541

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

MERCY CONTRERAS, being duly sworn on her oath states that she is the Account Representative of ***THE MONITOR*** and that the attached notice appeared in the following issues:

June 25, 2011

Subscribed and sworn to before me this the 30th day of June A.D. 2011

Notary Public, Hidalgo County

ELIZABETH D. FLORES
Notary Public, State of Texas
My Commission Expires
September 29, 2013

REQUEST FOR QUALIFICATIONS

TO SUPPLY HIDALGO COUNTY with sealed statement of qualifications **(SOQ's) on "RFB NO.: 2011-138-07-20CGA - "Chief Physician Services" - Hidalgo County Health and Human Services.**

Requirements Packets may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626, requested via email to: cris.villarreal@co.hidalgo.tx.us, or may be picked up at the Hidalgo County Purchasing Department, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** New Administration Building, Edinburg, Texas, 78539.

UPON SUBMITTING SEALED SOQ's, participants are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Participant's name and address on the upper left hand corner of the sealed envelope and/or package and **RFB NO.: 2011-138-07-20CGA- "Chief Physician Services"-Hidalgo County Health and Human Services"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFB No.: 2011-138-07-20CGA - "Chief Physician Services - Hidalgo County Health and Human Services"**

The sealed SOQ's must contain one (1) original and seven (7) copies of the statements of qualifications and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent-Hidalgo County Purchasing Department

US Postal Mail/Courier Address:
2812 S. Business Hwy. 281
Hidalgo County
New Administration Building
Edinburg, Texas 78539

Physical Location:
2802 S. Business Hwy. 281
Hidalgo County
New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

SEALED STATEMENTS OF QUALIFICATIONS will be accepted until **9:30 a.m. on Wednesday, July 20, 2011** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY STATEMENT OF QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

HIDALGO COUNTY reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 21st day of June, 2011.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE or 1-866-427-7233

FREEDOM COMMUNICATIONS OF SOUTH TEXAS

REMIT TO
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 10003892 BALANCE DUE $2,916.40 CHECK NO. _____

MKT. CONSULTANT LIZ FLORES DEPARTMENT MML AMOUNT PAID _____

HIDALGO CO.HEALTH-MM
1304 SOUTH 25TH
EDINBURG, TX 78539-8539

Advertising Invoice

INVOICE DATE	INVOICE NO.
7/31/2011	10003892-0711

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVER
10003892	$1,450.70	$513.10	$952.60	$0.00

DATE	REF #	DESCRIPTION	UNITS	AMOUNT
07/01/11	AGING	*BALANCE FORWARD*		1,465.70
07/02/11	95089560	3010-MM Classified Legal *CHIEF PHYSICIAN SERVICES*	17.00	498.10
07/23/11	95088311	3011-MM Class Legal and Internet *RFB LAB SERVICES FOR CHIP*	16.00	483.80
07/30/11	95088311	3010-MM Classified Legal *RFB LAB SERVICES FOR CHIP*	16.00	468.80

RECEIVED
Hidalgo County Health
& Human Services Department
AUG 04 2011
1304 S. 25th Ave.
Edinburg, Texas 78542

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE DUE
$1,465.70	(+)	$1,450.70	-	$0.00	=	$2,916.40

THE MONITOR · CURRENT Weekly · TOWN CRIER · ISLAND BREEZE · VALLEY MORNING STAR · RGV Guidebooks · FREEDOM FLYERS · The Herald · El Nuevo Heraldo · el extra · La FRONTERA

Phone: 956-683-4000
Fed ID# 74-1157766

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

#10003892 - Hidalgo Co. Health Dept. - 95089560

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

ELIZABETH D. FLORES, being duly sworn on his/her oath states that he/she is a Sales Representative of THE MONITOR and that the attached notice appeared in the following issues:

July 2, 2011

Subscribed and sworn to before me this the 05th day of July A.D. 2011

Notary Public, Hidalgo County

LETICIA BERNAL
Notary Public, State of Texas
My Commission Expires
January 03, 2012

REQUEST FOR QUALIFICATIONS

TO SUPPLY HIDALGO COUNTY with sealed statement of qualifications **(SOQ's) on "RFB NO.: 2011-138-07-20CGA - "Chief Physician Services" - Hidalgo County Health and Human Services.**

Requirements Packets may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626, requested via email to: cris.villarreal@co.hidalgo.tx.us, or may be picked up at the Hidalgo County Purchasing Department, with a **Physical location of** : 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** New Administration Building, Edinburg, Texas, 78539.

UPON SUBMITTING SEALED SOQ's, participants are required to properly identify (handwritten, typed or printed) sealed envelope and/ or packet as follows: Participant's name and address on the upper left hand corner of the sealed envelope and/or package and **RFB NO.: 2011-138-07-20CGA- "Chief Physician Services"-Hidalgo County Health and Human Services"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFB No.: 2011-138-07-20CGA - "Chief Physician Services - Hidalgo County Health and Human Services"**

The sealed SOQ's must contain one (1) original and seven (7) copies of the statements of qualifications and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent-Hidalgo County Purchasing Department

US Postal Mail/Courier Address:
2812 S. Business Hwy. 281
Hidalgo County
New Administration Building
Edinburg, Texas 78539

Physical Location:
2802 S. Business Hwy. 281
Hidalgo County
New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

SEALED STATEMENTS OF QUALIFICATIONS will be accepted until **9:30 a.m. on Wednesday, July 20, 2011** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY STATEMENT OF QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

HIDALGO COUNTY reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 21st day of June, 2011.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE or 1-866-427-7233

#10003892 - Hidalgo Co. Health - 95088311

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

LINDA GONZALEZ, being duly sworn on her oath states that she is the Account Representative of ***THE MONITOR*** and that the attached notice appeared in the following issues:

July 23 & 30, 2011

Linda Gonzalez

Subscribed and sworn to before me this the 1st day of August A.D. 2011

Elizabeth D. Flores

Notary Public, Hidalgo County

ELIZABETH D. FLORES
Notary Public, State of Texas
My Commission Expires
September 29, 2013

REQUEST FOR BIDS

TO SUPPLY COUNTY of HIDALGO with sealed BIDS for "Hidalgo County Health Department – "Laboratory Services for *CHIP, Medicaid, Private Insurance, Self Pay, Title V & CHIP Perinatal Patients* (Superior Health Plan & Molina Health Care)"

Bid Packets may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626, request via e-mail to sandra.montalvo@co.hidalgo.tx.us or may be picked up at the Hidalgo County Purchasing Department, with a **physical location of: 2802 S. Business Hwy. 281, (Southeast Corner of Canton & Business Highway 281) Hidalgo County New Administration Building, Edinburg, Texas 78539.**

UPON SUBMITTING SEALED BIDS, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. 2011-173-08-10-SMA** – "Hidalgo County Health Department – "Laboratory Services for *CHIP, Medicaid, Private Insurance, Self Pay, Title V & CHIP Perinatal Patients* (Superior Health Plan & Molina Health Care)" On the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain **ONE (1) ORIGINAL AND THREE (3) COPIES** of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent-Hidalgo County Purchasing Department

US Postal Mail/Courier Address:
2812 S. Business Hwy. 281
Hidalgo County
New Administration Building
Edinburg, Texas 78539

Physical Location:
2802 S. Business Hwy. 281
Hidalgo County
New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

SEALED BIDS will be accepted until **9:30 A.M. on Wednesday, August 10, 2011,** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at the **PHYSICAL LOCATION: 2802 S. BUSINESS HWY. 281 NEW ADMINISTRATION BUILDING, EDINBURG, TEXAS 78539. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB's RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this 12th Day of June, 2011.

MARTHA L. SALAZAR, CPPB, HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE or 1-866-427-7233

AI-28282 **14. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Michael Leo CJ / Elena-Juvenile **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Approval to accept FY 2012 JABG "Early Intervention Counseling Program" Grant Award Number: 2452901 in the amount of $47,370.27 plus local match of $ 5,263.36 for a total amount of $52,633.63 for the period of 9/1/11 to 8/31/12
2. Approval of certification of revenues as certified by County Auditor for the JABG "Early Intervention Counseling Program"
3. Approval to appropriate grant funds/interfund transfer in the amount of $52,633.63 for the period of 9/1/11 to 8/31/12

BACKGROUND

Attachments

grant

docs

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 10:32 AM
Perla Lopez	Perla Lopez	08/25/2011 10:40 AM
Budget & Management	Merlen P. Munoz	08/25/2011 10:32 AM
Perla Lopez	Perla Lopez	08/25/2011 10:40 AM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 08/25/2011 10:16 AM

DATE: August 23, 2011

DEPARTMENT HEAD: Israel "Buddy" Silva, Jr.

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR., JUVENILE JUSTICE CENTER

ACCOUNT NUMBER: Expenditure: 1-1286-423-00-330-005-2-XXX
Revenue: 1-1286-334-10-330-005-2-000

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

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666b:

INCREASE OBJECT NUMBER(S)								ACCOUNT (OBJECT) NAME	AMOUNT
1-	1286-	423-	00-	330-	005-	2-	331	CJD JAIBG-Physician Services	52,633.63
								TOTAL APPROPRIATIONS	52,633.63
1-	1286-	334-	10-	330-	005-	2-	000	CJD JAIBG-Revenues	47,370.27
1-	1286-	391-	01-	000	100-	2-	000	CJD JAIBG-Local Cash Match	5,263.36
								TOTAL REVENUES	52,633.63
								FUND BALANCE IMPACT-1100	(5,263.36)
								FUND BALANCE IMPACT-1286	0.00

REASON:
To appropriate the Judge Mario E. Ramirez Jr. Juvenile Justice Center-Juvenile Probation Department-FY 2012 JAIBG "Early Intervention Counseling Program" Grant 2452901 budget in the amount of $52,633.63 for the period of 09/01/2011 to 08/31/2012. Funding from State is $47,370.27 and Local Match is $5,263.36.

Israel "Buddy" Silva, Jr. Director DATE
Chief Juvenile Probation Officer

Approved by Commissioners' Court Date

Attested by County Clerk Date:

RICK PERRY
GOVERNOR

November 24, 2010

The Honorable Juan D. Salinas, III
Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

Dear Judge Salinas, III:

The U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention provides the Juvenile Accountability Block Grant (JABG) to the Governor's Criminal Justice Division (CJD) to assist in reducing juvenile offending through accountability-based programs focused on the juvenile offender. We are pleased to inform you that your jurisdiction is eligible to apply for $47,370.27 with a 10% cash match of $5,263.36 for the coming grant year. The allocation is based on an annual calculation of juvenile crime data in your area.

Applicants must access CJD's grant management website at https://egrants.governor.state.tx.us to register and apply for funding. All applications must be submitted and certified through this website on or before January 31, 2011 to be considered for funding.

All applicants must obtain approval from their local JABG Advisory Board. You may waive your jurisdiction's allocation and request that the funds be awarded to a larger or neighboring city, county, or Native American tribe that will still benefit your jurisdiction by completing the "Waiver of Funds Form" and faxing it to the Governor's Criminal Justice Division at (512) 475-2440. The JABG Waiver of Funds Form can be downloaded from CJD's website at https://egrants.governor.state.tx.us/updates.aspx.

If you have any questions you may contact Ryan Clinton at (512) 463-1919 or by email at ryan.clinton@governor.state.tx.us.

Sincerely,

cburnett_sign

Christopher Burnett
Executive Director

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
January 25, 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**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **Safety Division - Roy Quintanilha:**

   A. AI-24905 1. Discussion and action to authorize Lorenzo Ortiz Jr. to sign for and submit the 2010 Texas Tier Two Report.

   2. Discussion and action to authorize the Auditor's Department to issue check in the amount of $50.00 made payable to: Tier Two Chemical Reporting Program - ZZ109-180 from account no. 1-1100-419-50-125-003-0-890.

7. **County Judge's Office:**

   A. AI-24961 1. Approval to apply for the Juvenile Accountability Block Grant (JABG) from the Governor's Criminal Justice Division (CJD).
   2. Authorization for County Judge to sign (electronically certify) application as authorized offical.

8. **County Clerk's Office - Arturo Guajardo Jr.:**

   A. AI-24965 As per County Judge Ramon Garcia, the County Clerk's Office will provide a presentation regarding the collection of Court Fines and Fees.

9. **County Treasurer - Norma Garcia:**

   A. AI-24914 1. Discussion, consideration and approval of bond in the amount of $500,000.00 for the County Treasurer as recommended by the County Auditor as set forth under Local Government Code, Section 83.002.

   2. Approval of intradepartmental transfer.

Print This Page

Agency Name: Hidalgo County
Grant/App: 2452901 **Start Date:** 9/1/2011 **End Date:** 8/31/2012

Project Title: Early Intervention Counseling Program
Status: Application Pending Submission

Eligibility Information

Introduction

The Office of the Governor (OOG) publishes funding opportunities, known as **Requests for Applications (RFA)**, through the Texas Secretary of State. Click here to visit the Secretary of State's website to locate the RFAs in the appropriate Texas Register issue. In addition, OOG requires all applicants and grantee organizations to adhere to the *Texas Administrative Code (TAC)* as adopted. Click here to view the current TAC, or click here to view the previous versions of the *TAC*.

Submission Process

When applying for a grant pursuant to an **RFA** published in the *Texas Register* by OOG, applicants must submit their applications according to the requirements provided in the **RFA**. OOG may also consider applications for grants that are not submitted pursuant to an **RFA**. Applicants will be selected in accordance with *1 TAC*, §3.7.

Selection Process

All applications submitted to OOG are reviewed for eligibility, reasonableness, availability of funding, and cost-effectiveness. For applications submitted pursuant to an **RFA**, the executive director will select a review group, COG, or other designee to prioritize the applications and submit a priority listing to the executive director, who will render the final funding decision. A review group may include staff members, experts in a relevant field, and members of an advisory board or council. For more information regarding the selection process, see *1 TAC*, §3.7.

Funding Decisions

All grant funding decisions rest completely within the discretionary authority of OOG. The receipt of an application for grant funding by OOG does not obligate OOG to fund the grant or to fund it at the amount requested. Neither the approval of a project nor any grant award shall commit or obligate OOG in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof. OOG makes no commitment that a grant, once funded, will receive priority consideration for subsequent funding. For more information regarding the application process, see *1 TAC*, §3.7 and 3.9.

Adoptions by Reference

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirement applies. For more information regarding grant funding, see *1 TAC*, §3.19.

Community Plans

Each community, consisting of a single county or a group of counties, must file with a COG a community plan that addresses the community's criminal justice priorities. A community plan should assess local trends and data; identify problems, resources, and priorities; develop effective strategies; and set goals and objectives. For more information regarding community plans, see *1 TAC*, §3.51.

Juvenile Justice and Youth Projects

Juvenile justice projects or projects serving delinquent or at-risk youth, regardless of the funding source, must address at least one of the priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding. For more information regarding these priorities, see *1 TAC*, §3.53.

Monitoring

OOG will monitor the activities of grantees as necessary to ensure that grant funds are used for authorized purposes in compliance with all

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 18, 2011

Mr. Ramon Garcia
Hidalgo County Judge
PREVIEW - Hidalgo County - PREVIEW -
P.O.Box 267, 1001 N. Doolittle Rd.
Edinburg, Texas 78540-0337

Dear Judge Garcia:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

STATEMENT OF GRANT AWARD

Grant Number:	JB-10-J20-24529-01	**CFDA or State ID:**	16.523
Program Fund:	JB-Juvenile Accountability Incentive Block Grants		
Grantee Name:	PREVIEW - Hidalgo County - PREVIEW -		
Project Title:	Early Intervention Counseling Program		
Grant Period:	09/01/2011 - 08/31/2012		
Liquidation Date:	11/29/2012		
Date Awarded:	August 18, 2011		
CJD Grant Manager:	Charlene Hamilton		

CJD Award Amount:	$47,370.27
Grantee Cash Match:	$5,263.36
Grantee In Kind Match:	$0.00
Total Project Cost:	$52,633.63

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To:	CJD Grant Recipients
From:	Aimee Snoddy, Deputy Director
Contact:	(512) 463-1919
Re:	Grantee Responsibilities
Date Awarded:	August 18, 2011

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https//:cjdonline.governor.state.tx.us:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activites as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.governor.state.tx.us/grants/what/. Grantees must electronicall submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at http://www.whitehouse.gov/omb/circulars/index.html or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at https://cjdonline.governor.state.tx.us/updates.aspx for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of $100,000, grantees must submit a Procurement Questionnaire https://cjdonline.governor.state.tx.us/updates.aspx to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

(1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.

(2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.

(3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

(4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
(5) Time should be recorded to the nearest quarter hour.
(6) Grantee records must include a clear calculation in how the overtime was computed.
(7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at http://www.onestarfoundation.org/page/registration/.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at http://www.onestarfoundation.org/page/org-profile. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

AI-28242 **15. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Nelda Olivarez **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

HIDTA CHAPTER 59 (1251)

1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade
Delete	G015	Criminal Investigator I	12
Delete	G017	Criminal Investigator I	12
Create	G022	Criminal Investigator II	14
Create	G023	Criminal Investigator II	14

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1251-412-00-270-011-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed positions and related fringe benefit expenditures available from lapsed salaries for various vacant positions.

Attachments

BACKUP

pars

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	08/25/2011 08:54 AM
Budget & Management	Merlen P. Munoz	08/25/2011 09:03 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Sylvia Solis Started On: 08/24/2011 03:34 PM

Final Approval Date: 08/25/2011

CRIMINAL INVESTIGATOR I

GRADE: 12

GENERAL DESCRIPTION

Performs entry level criminal investigation work; Investigate assigned criminal activities. Perform supplementary investigation to assist prosecutors in case preparations. Make arrests and file criminal cases.

EXAMPLES OF WORK PERFORMED

Investigates all types of criminal activities and assists prosecutors in case preparation

Assists local, state, federal and out-of-state police offices in making arrests and filing criminal cases

Prepares and executes search and arrest warrants and serves subpoenas

Interviews inmates and other people to secure intelligence data and information; takes statements and confessions

Obtains evidence from police agencies and pen packet from various prison systems

Evaluates video taped interviews of children who are victims of physical/sexual abuse

Testifies in criminal trials

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year of experience in related field functioning as a law enforcement officer. Associate's degree in Law Enforcement preferred.

Knowledge, Skills, and Abilities

Excellent verbal and written communication skills are necessary

Skill is required in preparing written products and oral presentations

Ability to think logically and objectively

Ability to analyze and evaluate facts, evidence and related information

Registration, Certification, or Licensure

Texas Peace Officer certification from the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE)

Mandatory firearms qualification and physical training

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CRIMINAL INVESTIGATOR II

GRADE: 14

GENERAL DESCRIPTION

Performs mid-level criminal investigation work; Investigate assigned criminal activities. Perform supplementary investigation to assist prosecutors in case preparations. Make arrests and file criminal cases.

EXAMPLES OF WORK PERFORMED

Investigates all types of criminal activities and assists prosecutors in case preparation

Assists local, state, federal and out-of-state police offices in making arrests and filing criminal cases

Prepares and executes search and arrest warrants and serves subpoenas

Prepares reports and correspondence

Interviews inmates and other people to secure intelligence data and information; takes statements and confessions

Locates and interview persons, take statements and depositions, evaluate evidence, examine records, collect data and report facts

Obtains evidence from police agencies and pen packet from various prison systems

Evaluates video taped interviews of children who are victims of physical/sexual abuse

Testifies in criminal trials

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience in related field functioning as a law enforcement officer. Associate's degree in Law Enforcement preferred.

Knowledge, Skills, and Abilities

Excellent verbal and written communication skills are necessary

Skill is required in preparing written products and oral presentations

Ability to think logically and objectively

Ability to analyze and evaluate facts, evidence and related information

Laws of arrest, search and seizure, service of legal process, and the legal rights of citizens

Registration, Certification, or Licensure

Texas Peace Officer certification from the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE)

Mandatory firearms qualification and physical training

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 28242

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Summary of request/proposal:
HIDTA CHAPTER 59 (1251)
1. Approval of the following personnel actions:

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1251	CRIMINAL INVESTIGATOR I	G015	113	12	4	47,829.00				(47,829.00)
1251	CRIMINAL INVESTIGATOR I	G017	113	12	2	44,799.00				(44,799.00)
1251	CRIMINAL INVESTIGATOR II	G022	113				14	1	50,487.00	50,487.00
1251	CRIMINAL INVESTIGATOR II	G023	113				14	1	50,487.00	50,487.00
						92,628.00			100,974.00	8,346.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
1-1251-412-00-270-011-0-	113	HIDTA CH 59-	REG F/T EMPLOYEES	$2,856.90
1-1251-412-00-270-011-0-	211	HIDTA CH 59-	HEALTH INSURANCE	$0.00
1-1251-412-00-270-011-0-	212	HIDTA CH 59-	LIFE INSURANCE	$0.00
1-1251-412-00-270-011-0-	220	HIDTA CH 59-	FICA	$218.55
1-1251-412-00-270-011-0-	230	HIDTA CH 59-	RETIREMENT	$274.26
1-1251-412-00-270-011-0-	250	HIDTA CH 59-	UNEMPLOYMENT COMP	$14.28
1-1251-412-00-270-011-0-	260	HIDTA CH 59-	WORKER'S COMP	$0.00
			2011 BUDGETARY IMPACT:	$3,363.99

2012 Budgetary Impact: $9,827.42

Possible Funding Sources: HIDTA Chapter 59 Funds

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1251-412-00-270-011-0

HIDTA CHAPTER 59

AI - 28242

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	18	4	$75,899.00	$26,699.00	$26,699.00	$274.38	$0.00	$0.00	$0.00	$0.00	$26,973.38
G002	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$18,334.00	$18,340.00	$928.42	$0.00	$0.00	$0.00	$0.00	$19,268.42
G003	113	CRIMINAL INVESTIGATOR I	12	4	$47,829.00	$10,861.00	$10,861.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,861.00
G004	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$15,286.00	$15,286.00	$105.34	$0.00	$0.00	$0.00	$0.00	$15,391.34
G005	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$17,053.00	$17,053.00	$132.00	$0.00	$0.00	$0.00	$0.00	$17,185.00
G006	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$17,053.00	$17,053.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,053.00
G007	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$17,053.00	$17,053.00	$208.34	$0.00	$0.00	$0.00	$0.00	$17,261.34
G008	113	ASSISTANT COMMANDER	16	1	$58,888.00	$19,128.00	$19,128.00	$87.00	$0.00	$0.00	$0.00	$0.00	$19,215.00
G009	113	ACCOUNTANT III	12	6	$50,859.00	$15,159.00	$15,159.00	$232.49	$0.00	$0.00	$0.00	$0.00	$15,391.49
G010	113	INTELLIGENCE RESEARCH SPECIALIST	8	2	$32,929.00	$10,429.00	$10,429.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,429.00
G011	113	ADMINISTRATIVE ASSISTANT IV	10	3	$39,707.00	$11,507.00	$11,507.00	$208.00	$0.00	$0.00	$0.00	$0.00	$11,715.00
G012	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$10,272.00	$10,272.00	$233.00	$0.00	$0.00	$0.00	$0.00	$10,505.00
~~G015~~	~~113~~	~~CRIMINAL INVESTIGATOR I~~	~~12~~	~~4~~	~~$47,829.00~~	~~$47,829.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
G016	113	CRIMINAL INVESTIGATOR I	12	5	$49,344.00	$49,344.00	$49,344.00	$840.00	$0.00	$0.00	$0.00	$0.00	$50,184.00
~~G017~~	~~113~~	~~CRIMINAL INVESTIGATOR I~~	~~12~~	~~2~~	~~$44,799.00~~	~~$44,799.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
G018	113	CRIMINAL INVESTIGATOR II	14	0	$47,963.00	$47,963.00	$47,963.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,963.00
G020	113	SR. DEPUTY CONSTABLE STEP III				$22,388.00	$22,388.00	$329.99	$0.00	$600.00	$0.00	$0.00	$23,317.99
G021	113	CLERK I	1	4	$20,514.00	$20,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		DELETE THE FOLLOWING:											
G022	**113**	**CRIMINAL INVESTIGATOR II**	**14**	**1**	**$50,487.00**	**$50,487.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1251-412-00-270-011-0

HIDTA CHAPTER 59

AI - 28242

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G023	113	CRIMINAL INVESTIGATOR II	14	1	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	$939,213.00	$522,645.00	$308,535.00	$3,578.96	$0.00	$600.00	$0.00	$0.00	$312,713.96

Approval of the above highlighted positions.
Personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA CHAPTER 59 (270-011) DATE: 08/11/2011

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR I CURRENT SLOT. #: G015

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:	$	47,829.00 (Grade 12/ Step 4)	$	.0	$	(47,829.00)
		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 [X] Part Time Employee Object 114 [ ] _____

Enter hourly rate for temp. positions

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

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

TEMPORARY POSITIONS:

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

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

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

DUE TO THE RE-ORGAINZATIONAL/RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/24/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	9/25/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	09/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA CHAPTER 59 (270-011) DATE: 08/11/2011

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR I CURRENT SLOT. #: G017

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 44,799.00 (Grade 12/ Step 2) Current Budgeted Salary $ .0 Proposed Budgeted Salary $ (44,799.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

DUE TO THE RE-ORGAINZATIONAL/RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION WAS NOT NEEDED.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/24/2011	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/25/2011	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 08/24/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA CHAPTER 59 (270-011) DATE: 08/11/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: G022 & G023

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 50,487.00 (Grade 14/Step 1) x 2 (Proposed Budgeted Salary) $ 100,974.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ X

Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐

Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

DUE TO THE RE-ORGAINZATIONAL/RESTRUCTURING PLAN, THIS POSITION IS NEEDED

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/04/2011	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/05/2011	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 08/04/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-28290 **16. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Teresa Flores, Head Start **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Administration:
1. Discussion and approval to submit the 2012 Continuation Application to the Department of Health and Human Services Administration for Children and Families (ACF)
2. Discussion and approval to submit the 2012 Texas Department of Agriculture Budget

BACKGROUND

Attachments

budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/26/2011 09:14 AM
Budget & Management	Merlen P. Munoz	08/26/2011 09:14 AM
Roland Garcia		
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 08/26/2011 09:02 AM

Hidalgo County Head Start
MEMORANDUM

"Children first..."

==========

Date: August 26, 2011

To: Hidalgo County Commissioners' Court

From: Teresa Flores, Executive Director

Subject: 2012 Budget (Health and Human Services Dept.)
2012 Budget for Nutrition (Texas Department of Agriculture)

The Hidalgo County Head Start Program Budgets to be submitted to the Department of Health and Human Services and to the Texas Department of Agriculture for meal reimbursements for fiscal year 2012 are attached for your review consideration and approval.

The Hidalgo County Head Start Program will submit a Continuation Funding Application for FY2012 (1/1/2012 to 12/31/2012) under Grant No. O6CH0 183 to the **Department of Health and Human Services** in the amount of **$24,827,961.** This amount represents an increase of **$453,900** over last year's initial award as a result of the extension of the ARRA funding.

This budget proposal is a plan to maximize the Federal grant awards from the Department of Health and Human Services and the Texas Department of Agriculture. The proposed Head Start budget for 2012 reflects the Program's continued commitment towards meeting all Head Start mandates for staff qualifications. This budget extends the parity and equity applied to teachers' and center managers' positions, to other positions within the Head Start Program based on educational qualifications. This was made possible by maximizing the Reimbursement grant from the Texas Department of Agriculture

The most significant changes when comparing the 2012 budget to the proposed 2012 budget for the **Department of Health and Human Services** are reflected in the following line items.

- **Salaries $522,993.62.** The increase in this line item is mostly due to the additional funding awarded under the American Recovery and Reimbursement Act (ARRA) in order to continue our expansion efforts

  One (1) new position is included in this budget for a **Facilitator for the Community Partnerships and Transition department** with an annual salary of $29,224.00. This position is necessary due to the increased enrollment as well as to new initiatives as a result of collaborations with the school districts to meet mandates.

Administration is also including in this budget the reclassification of one vacancy in the **Management Information Department (MIS)** department from **MIS Tech I to MIS Facilitator Tech I** with an annual salary of $27,331.20. This position will assist with the additional workload as a result of the added classrooms. It will also assist with the increased networking capabilities as 100 % of our facilities come online. Additionally in keeping with Head Start protocol, the following budgeted positions reflect a parity enhancement based on educational attainment.

Positions	Non Degree	Associate Degree	Baccalaureate Degree	Master Degree
Coordinator	31,470.40	$33,862.40	$37,065.60	$38,565.60
Director	52,624.00	$54,124.00	$55,624.00	$57,124.00
Officer	50,232.20	N/A	50,232.20	N/A
Specialist	39,790.40	N/A	$39,790.40	N/A

The Executive Secretary positions will also reflect a parity adjustment.

- **Supplies $7,000.** Expenses in the category are slightly higher due to additional supplies for expansion efforts under the American Recovery and Reimbursement Act (ARRA)

- **Other ($200,365.90).** This category has experienced significant net reduction in expenses for 2012. The most significant of these is our reduction in the usage of electricity **$245,665.90** under utilities, as we continue with our program of replacing thermostats in our facilities and roof repairs.

The application for food services to the **Texas Department of Agriculture** for FY2012 (10/1/2011 to 9/30/2012) for reimbursement under **The Child and Adult Care Food Program** is in the amount of $2,839,002.98. This application reflects an estimated increase in reimbursement of $53,947.84, due to an upward adjustment in the rate of reimbursement from $5.1625 to 5.265 (.1000).

The most notable changes from the 2011 budget are as follow:

- **Salaries and Fringe Benefits $90,785.44**. The rise in these line items is due to the increased contribution of 6% towards the cost of funding custodians' salaries. This budget reflects a total 39% contribution.
- **Equipment $55,000**. This category reflects the purchase of three food delivery vans to replace exiting older ones with excessive mileage and repair costs.

More detailed changes impacting all other line items are reflected in the attached Budget Analysis for review and discussion.

Hidalgo County Head Start Program
2012 Budget Analysis

Description	2011	2012	Difference	Comments/Notes
Salaries/Fringes				
Salaries	15,954,991.31	16,477,984.93	522,993.62	ARRA Funding
Fringes/Pension Adm Costs	5,382,317.68	5,506,589.97	124,272.29	ARRA Funding/No workers comp rates assessed
Total Salaries/Fringes	**21,337,308.99**	**21,984,574.89**	647,265.90	
Out of TownTravel	**10,000.00**	**10,000.00**	-	
Equipment	-	-	-	
Supplies				
Office	94,000.00	94,000.00	-	
Postage	10,000.00	10,000.00	-	
Classroom/Consum	176,659.20	176,659.20	-	
Classroom/Non Con	153,159.20	153,159.20	-	
Maintenance	215,000.00	215,000.00	-	
Janitorial	100,000.00	100,000.00	-	
Medical	15,500.00	15,500.00	-	
Playground	900.00	900.00	-	
Operational	108,015.00	115,015.00	7,000.00	Additional costs needed for ARRA classrooms and T-1 lines connected at centers
Total Supplies	**873,233.40**	**880,233.40**	7,000.00	
Other				
Center Space	155,000.00	155,000.00	-	
Telephone	165,300.00	202,200.00	36,900.00	(16) T-1 Lines Added
Utilities	669,255.61	423,589.71	(245,665.90)	New thermostats were installed and roof repairs were done/increased efficiency
Local Travel	97,000.00	97,000.00	-	
Renovations	0.00	0.00	-	
Audit	32,000.00	32,000.00	-	
Dental Serv	27,000.00	27,000.00	-	
Disability Serv	8,000.00	8,000.00	-	
Mental Health	32,150.00	32,150.00	-	
Medical Serv	12,000.00	12,000.00	-	
Printing- Admin	9,700.00	9,700.00	-	
Printing Center	33,800.00	48,300.00	14,500.00	Forms updated/revised for accountability/monitoring;risingcosts
Insurance	142,000.00	142,000.00	-	
Vehicle Maintenance	150,000.00	150,000.00	-	
Fuel	125,000.00	125,000.00	-	
Equip. Repair-Admin	3,000.00	3,000.00	-	
Equip. Repair-Center	48,000.00	48,000.00	-	
Equip. Rental	12,900.00	12,900.00	-	
Parent Involvement	34,880.00	34,880.00	-	
CDA/ T.T.A.	269,033.00	272,933.00	3,900.00	Additional funding for ARRA staff to obtain educational training
Legal Fees	57,500.00	57,500.00	-	
Advertising	5,000.00	5,000.00	-	
AA Program	65,000.00	55,000.00	(10,000.00)	More staff has met the educational requirements/credentials
Total Other Expend.	**2,153,518.61**	**1,953,152.71**	(200,365.90)	
Total Oper. Budget	**$3,036,752.01**	**$2,843,386.11**	(193,365.90)	
Total Budget	**24,374,061.00**	**24,827,961.00**	453,900.00	*ARRA Funding (Carry Forward)*

8/19/2011

Texas Department of Agriculture (TDA)

Budget Analysis

Description	2010-2011	2011-2012	Difference	Comments/Notes
Salaries/Fringes				
Salaries	886,498.29	952,657.47	66,159.18	TDA is paying 39 % of the custodians salaries/ last year was 33%.
Fringes/Pension Adm Costs	323,167.00	347,793.26	24,626.26	TDA is paying 39 % of the custodians fringes/ last year was 33%.
* **Total Salaries/Fringes**	**1,209,665.29**	**1,300,450.73**	90,785.44	
Food	1,288,400.40	1,164,178.40	(124,222.00)	Utilitzing cost effective strategies by comparing co-op bids.
Supplies and Equipment				
Equipment	-	55,000.00	55,000.00	To purchase 3 new vans to transport food production to 43 centers.
Non-Food Supplies	151,678.90	160,000.00	8,321.10	Anticipate ordering more supplies to cover 120 additional children.
Office Supplies	7,412.91	7,789.33	376.42	To cover costs for 2 vacant positions pending hire date.
Purchased Services				
Equipment Maintenance	30,000.00	38,902.91	8,902.91	Anticipate cost rising due to outdated electrical/equipment.
Vehicle Maintenance	13,000.00	13,000.00	-	
Vehicle Fuel	23,946.84	23,946.84	-	
Utilities	38,850.00	42,999.92	4,149.92	To cover costs at the additional sites for the 120 additional children.
Telephone	7,000.00	7,000.00	-	
Media Costs	1,000.00	2,300.00	1,300.00	Rising printing costs.
Organization Costs				
Local Travel	7,425.80	5,499.65	(1,926.15)	Plan to reduce/coordinate travel frequency to kitchen sites.
T & TA	6,675.00	17,935.20	11,260.20	Food handlers permit for 735 employees @ $15.32/person.
* **Total Operating Expenses**	**1,575,389.85**	**1,538,552.25**	(36,837.60)	
Total Budget	**2,785,055.14**	**2,839,002.98**	**53,947.84**	*Rate per meal increased from $5.1625 to $5.2625.*

Reimbursement Formula:

172 Service Days x 3,690 Children x 85% ADA x $5.2625 Reimbursement Rate = $2,839,002.98

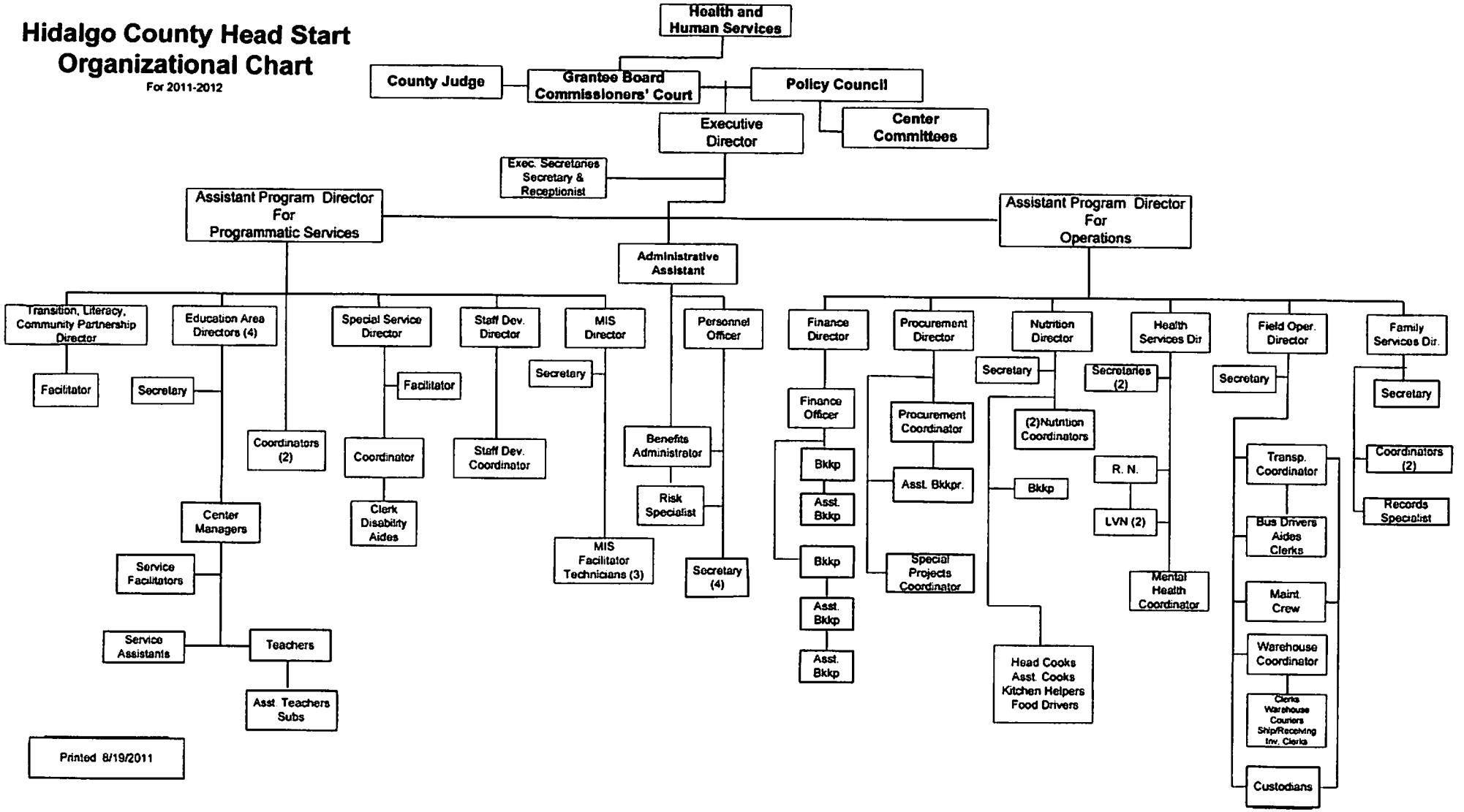
Reimbursement Rate is Calculated as follows:

Breakfast	1.51
Lunch	2.77
Snack	0.76
Cash-in-Lieu of Commodities:	0.2225
Reimbursement Rate	**5.2625**

8/16/2011
2012 Budget File

Hidalgo County Head Start Organizational Chart

For 2011-2012



DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
Office of Head Start - Regional Office VI
1301 Young St, Room 937
Dallas, TX 75202

June 30, 2011

Mr. Ramon Garcia, Board Chairperson
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540-0117

Re: Grant No. 06CH0183

Revised

Dear Mr. Garcia:

An application for continued refunding of your organization's Head Start and/or Early Head Start grant for the budget period 01/01/2012– 12/31/2012 is due 10/01/2011, ninety days prior to the start of your budget period. This letter provides guidance on the requirements for submission of the continuation application.

For planning purposes, the application should reflect the enrollment and funding levels in the table below.

PROGRAM ACCOUNT (PA)	PROJECTED FUNDING	FUNDED ENROLLMENT
PA 4122 – Head Start Program Operations	$ 24,555,028	3,690
PA 4120 – Head Start Training and Technical Assistance	$ 272,933	
PA 4125 – Early Head Start Program Operations	$ 0	0
PA 1126 – Early Head Start Training and Technical Assistance	$ 0	
Total	**$ 24,827,961**	**3,690**

The projected funding level for PA 4122 includes $450,000 to sustain expansion enrollment for 120 Head Start children through September 29, 2012. The projected PA 4120 allocation for Head Start is the same amount as FY 2011, inclusive of funds for the expansion slots. The projected funding level for PA 4125 is the same amount allocated for the program in FY 2011. The projected funding level for PA 1126 is calculated at 2.5 percent of the projected PA 4125 funding level.

Funding is contingent upon the availability of federal funds and satisfactory performance by your organization under the terms and conditions of the Head Start grant in the current budget period. The funding levels noted above must support all Head Start budgeted program costs, both direct and, if appropriate, indirect costs.

The application for continued refunding must be prepared in accordance with the instructions in Information Memorandum ACYF-IM-HS-00-12, dated April 25, 2000. This information is available electronically at the following link: http://eclkc.ohs.acf.hhs.gov/hslc. As noted in the Information Memorandum, Head Start and Early Head Start grantees are required to submit a full application once every three years. In the other two years, grantees need only submit budget information, describe the progress they are making toward their community needs and objectives and explain proposed significant changes to their programs. In preparing the summary of findings from your community assessment for a full application and the updates for abbreviated applications, you must provide a breakout of the proposed enrollment levels for each county within your service area in the application.

You are considered to be in year 1 of the application cycle and are required to complete a full application. We encourage you to carefully review ACYF-IM-HS-00-12, the attached instructions and this guidance prior to preparing your application. **Incomplete applications will not be processed and may affect the timely award of Federal funding.**

Grantees are expected to use the web-based Grant Application Budget Instrument (GABI) to complete their applications. GABI is available in the Head Start Enterprise System (HSES) at https://hses.ohs.acf.hhs.gov/hsprograms. Training materials can be found in the "Instructions" section of HSES. For further assistance, please contact HSESHelp@acf.hhs.gov or 1-866-771-4737.

Approvals

Governing body approval is required on the application for continuation funding. The Standard Form SF-424 must be submitted under the signature of the Board Chairperson, as required in Program Instruction ACF-PI-HS-06-01, dated September 19, 2006. In addition, Policy Council approval is required. A signed statement by the Policy Council Chair and accompanying minutes demonstrating participation in the development and approval of the application must be submitted with the application. If the Policy Council has not approved the application, a letter from the Policy Council indicating its reasons for withholding approval is required.

Risk Management

The risk management process implemented by the Office of Head Start is a prevention/early intervention strategy that integrates the funding, monitoring and technical assistance processes. Through this process, potential risks and areas for improvement are identified along with strengths, areas of pride and innovative practices.

Your agency recently participated in a risk management meeting and may have received a copy of the action plan shortly after the meeting occurred. The refunding

application should address the action steps that were specifically identified for inclusion in either your Training and Technical Assistance (T/TA) Plan or the grant application itself.

Development of the Training and Technical Assistance Budget

Grantees should develop T/TA plans that assure sufficient resources are devoted to address all T/TA needs, particularly those which impede their ability to provide quality and comprehensive services to all enrolled children and families. The application must include your T/TA plan and an accompanying narrative on the T/TA needs. The results of the grantee's self assessment and the improvement plan must be included in the application to evaluate the appropriateness of the T/TA plan.

Grantees with identified areas of non-compliance and/or deficiencies should invest appropriate resources to assure correction is achieved. If the direct funding for T/TA is not sufficient to meet all of the identified needs in your annual T/TA plan, grantees may use operational funds available to them in the annual grant award.

Cap on Employee Compensation

Section 653 of the Head Start Act places limitations on the compensation of Head Start staff. Specifically, the Act prohibits the use of **any** Federal funds, including Head Start grant funds, to pay any part of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule, currently $179,700. Program Instruction ACF-PI-HS-08-03, issued May 12, 2008, provides guidance on this requirement and defines compensation. No funds may be charged to the Head Start grant or to any other Federal program either as a direct cost or any pro-ration as an indirect cost for an employee whose compensation exceeds $179,700. Please ensure that your refunding application demonstrates that the compensation policies of your agency and those of any delegate agencies, if applicable, comply with the compensation cap guidelines.

Submission Information

Grantees are strongly encouraged to submit refunding applications online via the HSES. If you submit the application via HSES, you must still provide the original signature pages for the Standard Form (SF) 424, Application for Federal Assistance, and SF-424B, Assurances – Non-Construction Programs, to:

Ray Bishop, Regional Grants Management Officer
Office of Grants Management
Administration for Children and Families
1301 Young Street Room 937
Dallas, Texas 75202-5433

If a grantee does not choose to submit the refunding application via HSES, the original application, required forms and certifications and two copies must be submitted to the address listed above.

A checklist is enclosed to assist you in ensuring the application contains all of the required information. If you have any questions or require assistance, please contact Alfredo Huerta, your Head Start Program Specialist, at (214) 767-8859 or alfredo.huerta@acf.hhs.gov or Eric Weiss, your Grants Management Specialist, at (214) 767-8842 or eric.weiss@acf.hhs.gov. Thank you for your cooperation and timely submission of your grant application.

Sincerely,

Deborah Drake

Debbie Drake
Acting Regional Program Manager
Office of Head Start, Region VI

Enclosure

cc: Executive Director

AI-28174 **17. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Diana Serna **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Urban County (1288):
1. Approval of deletions, creations, regrade and reclassifications of various regular full-time positions. Reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules.

			Current		Proposed	
Action	**Program**	**Slot #**	**Position Title**	**Grade**	**Position Title**	**Grade**
Delete	CDBG	0002	Compliance Division Manager I	13	-	-
Delete	CDBG	0005	Contracts Manager	12	-	-
Delete	CDBG	0009	Program Coordinator II	12	-	-
Delete	Colonia	0002	Administrative Assistant III	8	-	-
Delete	Home	0004	Program Specialist	9	-	-
Create	CDBG	0025	-	-	Division Director, UCP Finance	17
Create	CDBG	0026	-	-	UCP Coordinator II	12
Create	CDBG	0027	-	-	UCP Coordinator I	10
Create	Home	0009	-	-	Housing Specialist I	9
Create	NSP	0001	-	-	UCP Coordinator I	10
Regrade	CDBG Home	0004 0008	Deputy Director	18	Deputy Director	19
Reclassify	CDBG	0010	Program Coordinator I	10	UCP Coordinator I	10
Reclassify	CDBG	0011	Program Coordinator I	10	UCP Coordinator I	10
Reclassify	CDBG	0014	Program Coordinator II	12	UCP Coordinator II	12
Reclassify	CDBG	0022	Program Coordinator I	10	UCP Coordinator I	10
Reclassify	TDRA	0001	Program Coordinator I	10	UCP Coordinator I	10
Reclassify	TDRA	0002	Program Coordinator I	10	UCP Coordinator I	10
Reclassify	Colonia	0001	Program Coordinator II	12	UCP Coordinator II	12

2. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1288-4XX-00-250-XXX-0-XXX

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

BUDGETARY IMPACT:

See attached fiscal notes for budgetary impact.

Attachments

fiscal note
revised salary schedule
pars

Job Descriptions

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	08/24/2011 01:59 PM
Budget & Management	Merlen P. Munoz	08/24/2011 02:11 PM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Sylvia Solis Started On: 08/19/2011 09:18 AM

Final Approval Date: 08/25/2011

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011 **Agenda Item:** 28174

Summary of request/proposal:
URBAN COUNTY - CDBG (1288):
Approval of deletions, creations and reclassifications of the following various regular full-time positions. Reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules.

Fund	Current Position Title	Proposed Position Title	Slot#	Obj	Current G	Current S	Current Salary	Proposed G	Proposed S	Proposed Salary	Total Requested
1288	COMPLIANCE DIVISION MANAGER I	-	0002	113	13	1	$46,747.00	-	-	$0.00	($46,747.00)
1288	DEPUTY DIRECTOR	DEPUTY DIRECTOR	0004	113	18	1	$51,515.00	19	1	$55,636.00	$4,121.00
1288	CONTRACTS MANAGER	-	0005	113	12	1	$43,284.00	-	-	$0.00	($43,284.00)
1288	PROGRAM COORDINATOR II	-	0009	113	12	1	$43,284.00	-	-	$0.00	($43,284.00)
1288	PROGRAM COORDINATOR I	UCP COORDINATOR I	0010	113	10	1	$37,109.00	10	1	$37,109.00	$0.00
1288	PROGRAM COORDINATOR I	UCP COORDINATOR I	0011	113	10	1	$37,109.00	10	1	$37,109.00	$0.00
1288	PROGRAM COORDINATOR II	UCP COORDINATOR II	0014	113	12	1	$43,284.00	12	1	$43,284.00	$0.00
1288	PROGRAM COORDINATOR I	UCP COORDINATOR I	0022	113	10	1	$37,109.00	10	1	$37,109.00	$0.00
1288	-	DIVISION DIRECTOR, UCP FINANCE	0025	113	-	-	$0.00	17	1	$63,599.00	$63,599.00
1288	-	UCP COORDINATOR II	0026	113	-	-	$0.00	12	1	$43,284.00	$43,284.00
1288	-	UCP COORDINATOR I	0027	113	-	-	$0.00	10	1	$37,109.00	$37,109.00
						TOTAL:	$339,441.00			$354,239.00	$14,798.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1- 1288-463-00-250-001-6-	113	URB. CO. - CDBG -	REG F/T EMPLOYEES	$5,065.47
1- 1288-463-00-250-001-6-	211	URB. CO. - CDBG -	HEALTH INSURANCE	$0.00
1- 1288-463-00-250-001-6-	212	URB. CO. - CDBG -	LIFE INSURANCE	$0.00
1- 1288-463-00-250-001-6-	220	URB. CO. - CDBG -	FICA	$387.51
1- 1288-463-00-250-001-6-	230	URB. CO. - CDBG -	RETIREMENT	$486.29
1- 1288-463-00-250-001-6-	250	URB. CO. - CDBG -	UNEMPLOYMENT COMP	$25.33
1- 1288-463-00-250-001-6-	260	URB. CO. - CDBG -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$5,964.60

2012 Budgetary Impact: $17,424.65

Possible Funding Sources: CDBG FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011 **Agenda Item:** 28174

Summary of request/proposal:
URBAN COUNTY - COLONIA (1288):
Approval to delete and reclassify the following regular full-time positions. Reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules.

Fund	Current Position Title	Proposed Position Title	Slot#	Obj	Current G	Current S	Current Salary	Proposed G	Proposed S	Proposed Salary	Total Requested
1288	PROGRAM COORDINATOR II	UCP COORDINATOR II	0001	113	12	7	$52,786.00	12	7	$52,786.00	$0.00
1288	ADMINISTRATIVE ASSISTANT III	-	0002	113	8	5	$36,271.00	-	-	$0.00	($36,271.00)
					TOTAL:		$89,057.00			$52,786.00	($36,271.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
1-1288-463-00-250-004-6-	113	URBAN COUNTY - COLONIA - REG F/T EMPLOYEES	($12,415.84)
1-1288-463-00-250-004-6-	211	URBAN COUNTY - COLONIA - HEALTH INSURANCE	($1,232.31)
1-1288-463-00-250-004-6-	212	URBAN COUNTY - COLONIA - LIFE INSURANCE	($9.24)
1-1288-463-00-250-004-6-	220	URBAN COUNTY - COLONIA - FICA	($949.81)
1-1288-463-00-250-004-6-	230	URBAN COUNTY - COLONIA - RETIREMENT	($1,191.92)
1-1288-463-00-250-004-6-	250	URBAN COUNTY - COLONIA - UNEMPLOYMENT COMP	($62.08)
1-1288-463-00-250-004-6-	260	URBAN COUNTY - COLONIA - WORKER'S COMP	$0.00
		2011 Budgetary Impact	($15,861.20)

2012 Budgetary Impact: ($46,336.11)

Possible Funding Sources: URBAN COUNTY - COLONIA FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Agenda Item: 28174

Summary of request/proposal:
URBAN COUNTY - HOME(1288):
Approval of deletion and creation of the following various regular full-time positions.

Fund	Current Position Title	Proposed Position Title	Slot#	Obj	Current G	Current S	Current Salary	Proposed G	Proposed S	Proposed Salary	Total Requested
1288	PROGRAM SPECIALIST	-	0004	113	9	1	$34,360.00	-	-	$0.00	($34,360.00)
1288	-	HOUSING SPECIALIST I	0009	113	-	-	$0.00	9	1	$34,360.00	$34,360.00
1288	DEPUTY DIRECTOR	DEPUTY DIRECTOR	0004	113	18	1	$17,172.00	19	1	$18,546.00	$1,374.00
				TOTAL:			$51,532.00			$52,906.00	$1,374.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1288-463-00-250-002-6-	113	URBAN COUNTY - HOME -	REG F/T EMPLOYEES	$470.33
1-1288-463-00-250-002-6-	211	URBAN COUNTY - HOME -	HEALTH INSURANCE	$0.00
1-1288-463-00-250-002-6-	212	URBAN COUNTY - HOME -	LIFE INSURANCE	$0.00
1-1288-463-00-250-002-6-	220	URBAN COUNTY - HOME -	FICA	$35.98
1-1288-463-00-250-002-6-	230	URBAN COUNTY - HOME -	RETIREMENT	$45.15
1-1288-463-00-250-002-6-	250	URBAN COUNTY - HOME -	UNEMPLOYMENT COMP	$2.35
1-1288-463-00-250-002-6-	260	URBAN COUNTY - HOME -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$553.81

2012 Budgetary Impact: $0.00

Possible Funding Sources: URBAN CO. HOME FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Agenda Item: 28174

Summary of request/proposal:
TxCDBG DISASTER RECOVERY (1288):
Approval to reclassify the following regular full-time positions. Reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules.

Fund	Current Position Title	Proposed Position Title	Slot#	Obj	Current G	Current S	Current Salary	Proposed G	Proposed S	Proposed Salary	Total Requested
1288	PROGRAM COORDINATOR I	UCP COORDINATOR I	0001	113	10	1	$37,109.00	10	1	$37,109.00	$0.00
1288	PROGRAM COORDINATOR I	UCP COORDINATOR I	0002	113	10	1	$37,109.00	10	1	$37,109.00	$0.00
				TOTAL:			$74,218.00			$74,218.00	$0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1288-463-00-250-006-1- 113	TxCDBG DISASTER RECOV. - REG F/T EMPLOYEES	$0.00
1-1288-463-00-250-006-1- 211	TxCDBG DISASTER RECOV. - HEALTH INSURANCE	$0.00
1-1288-463-00-250-006-1- 212	TxCDBG DISASTER RECOV. - LIFE INSURANCE	$0.00
1-1288-463-00-250-006-1- 220	TxCDBG DISASTER RECOV. - FICA	$0.00
1-1288-463-00-250-006-1- 230	TxCDBG DISASTER RECOV. - RETIREMENT	$0.00
1-1288-463-00-250-006-1- 250	TxCDBG DISASTER RECOV. - UNEMPLOYMENT COMP	$0.00
1-1288-463-00-250-006-1- 260	TxCDBG DISASTER RECOV. - WORKER'S COMP	$0.00
	2011 Budgetary Impact	$0.00

2012 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 28174

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011

Summary of request/proposal:
URBAN COUNTY - NSP (1288):
Approval to create the following regular full-time position.

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1288	UCP COORDINATOR I	0001	113			0.00	10	1	37,109.00	37,109.00
						0.00			37,109.00	37,109.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT)	AMOUNT
1-1288-463-00-250-008-4- 113	NEIGHBORHOOD STABILZATION PRGM - REG F/T EMPLOYEES	$12,702.70
1-1288-463-00-250-008-4- 211	NEIGHBORHOOD STABILZATION PRGM - HEALTH INSURANCE	$1,232.31
1-1288-463-00-250-008-4- 212	NEIGHBORHOOD STABILZATION PRGM - LIFE INSURANCE	$9.24
1-1288-463-00-250-008-4- 220	NEIGHBORHOOD STABILZATION PRGM - FICA	$971.76
1-1288-463-00-250-008-4- 230	NEIGHBORHOOD STABILZATION PRGM - RETIREMENT	$1,219.46
1-1288-463-00-250-008-4- 250	NEIGHBORHOOD STABILZATION PRGM - UNEMPLOYMENT COMP	$63.51
1-1288-463-00-250-008-4- 260	NEIGHBORHOOD STABILZATION PRGM - WORKER'S COMP	$0.00
	2011 BUDGETARY IMPACT:	$16,198.98

2012 Budgetary Impact: $47,322.85

Possible Funding Sources: NSP FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1288-463-00-250-001-6

URBAN COUNTY - CDBG

AI- 28174

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	DIRECTOR				$106,498.00	$106,498.00	$480.00	$0.00	$0.00	$8,000.00	$0.00	$114,978.00
~~0002~~	~~113~~	~~COMPLIANCE DIVISION MANAGER I~~	~~13~~	~~1~~	~~$46,747.00~~	~~$46,747.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		REGRADE:	19	1	$74,182.00	$55,636.00							
0004	113	DEPUTY DIRECTOR	~~18~~	~~1~~	~~$68,687.00~~	~~$51,515.00~~	$51,515.00	$660.00	$0.00	$0.00	$3,600.00	$0.00	$55,775.00
~~0005~~	~~113~~	~~CONTRACTS MANAGER~~	~~12~~	~~1~~	~~$43,284.00~~	~~$43,284.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0006	113	MONITOR II	12	4	$47,829.00	$47,829.00	$48,250.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$49,270.00
0007	113	COMPLIANCE MONITOR	13	2	$48,383.00	$48,383.00	$48,383.00	$360.00	$0.00	$0.00	$0.00	$0.00	$48,743.00
0008	113	ACCOUNTANT IV	14	4	$55,788.00	$55,788.00	$56,184.00	$660.00	$0.00	$0.00	$0.00	$0.00	$56,844.00
~~0009~~	~~113~~	~~PROGRAM COORDINATOR II~~	~~12~~	~~1~~	~~$43,284.00~~	~~$44,287.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		RECLASSIFY: UPC COORDINATOR I											
0010	113	~~PROGRAM COORDINATOR I~~	10	1	$37,109.00	$37,109.00	$37,109.00	$360.00	$0.00	$0.00	$0.00	$0.00	$37,469.00
		RECLASSIFY: UPC COORDINATOR I											
0011	113	~~PROGRAM COORDINATOR I~~	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0012	113	MONITOR I	10	1	$37,109.00	$37,109.00	$37,109.00	$300.00	$0.00	$0.00	$0.00	$0.00	$37,409.00
0013	113	MONITOR I	10	1	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		RECLASSIFY: UPC COORDINATOR II											
0014	113	~~PROGRAM COORDINATOR II~~	12	1	$43,284.00	$43,284.00	$43,284.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,764.00
0015	113	HR COORDINATOR II	11	5	$45,690.00	$45,690.00	$45,690.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$47,130.00
0016	113	ACCOUNTANT II	10	5	$42,305.00	$42,305.00	$42,437.00	$720.00	$0.00	$0.00	$0.00	$0.00	$43,157.00
0018	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,423.00	$780.00	$0.00	$0.00	$0.00	$0.00	$35,203.00
0019	113	ACCOUNTING CLERK I	6	3	$29,186.00	$29,186.00	$29,186.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,186.00
0020	113	CLERK III	5	2	$26,140.00	$26,140.00	$26,200.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,500.00
0021	114	CUSTODIAN I	1	5	$21,164.00	$10,529.00	$10,529.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,529.00
		RECLASSIFY: UPC COORDINATOR I											

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1288-463-00-250-001-6

URBAN COUNTY - CDBG

AI- 28174

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0022	113	~~PROGRAM COORDINATOR I~~	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0023	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0024	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
		CREATE THE FOLLOWING:											
0025	**113**	**DIVISION DIRECTOR, UCP FINANCE**	**17**	**1**	**$63,599.00**	**$63,599.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0026	**113**	**UCP COORDINATOR II**	**12**	**1**	**$43,284.00**	**$43,284.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0027	**113**	**UCP COORDINATOR I**	**10**	**1**	**$37,109.00**	**$37,109.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$1,046,442.00	$1,107,590.00	$737,924.00	$7,560.00	$0.00	$0.00	$11,600.00	$0.00	$757,084.00

Approval of deletions, creations, regrades and reclassification of the above highlighted full-time positions. Reviewed and recommended by classification committee, as per section 3.22 of the Civil Service Commission Rules.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1288-463-00-250-008-4-

NEIGHBORHOOD STABILZATION PRGM

AI- 28174

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		CREATE THE FOLLOWING:											
0001	113	UCP COORDINATOR I	10	1	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Approval to create the above highlighted full-time position. Reviewed and recommended by classification committee, as per section 3.22 of the Civil Service Commission Rules.
Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1288-463-00-250-006-1

TxCDBG DISASTER RECOVERY

AI- 28174

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	RECLASSIFY: UPC COORDINATOR I ~~PROGRAM COORDINATOR I~~	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0002	113	RECLASSIFY: UPC COORDINATOR I ~~PROGRAM COORDINATOR I~~	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
					$74,218.00	$74,218.00	$74,218.00	$0.00	$0.00	$0.00	$0.00	$0.00	$74,218.00

Approval of reclassification of the above highlighted full-time positions. Reviewed and recommended by classification committee, as per section 3.22 of the Civil Service Commission Rules.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1288-463-00-250-004-6

URBAN COUNTY - COLONIA

AI- 28174

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		RECLASSIFY: UPC COORDINATOR II											
0001	113	~~PROGRAM COORDINATOR II~~	12	7	$52,374.00	$52,374.00	$52,786.00	$900.00	$0.00	$0.00	$0.00	$0.00	$53,686.00
		DELETE THE FOLLOWING:											
~~0002~~	~~113~~	~~ADMINISTRATIVE ASSISTANT III~~	~~8~~	~~5~~	~~$36,271.00~~	~~$36,271.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
					$88,645.00	$88,645.00	$52,786.00	$900.00	$0.00	$0.00	$0.00	$0.00	$53,686.00

Approval of deletion and reclassification of the above highlighted full-time positions. Reviewed and recommended by classification committee, as per section 3.22 of the Civil Service Commission Rules.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1288-463-00-250-002-6

URBAN COUNTY - HOME

AI- 28174

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COMPLIANCE DIVISION MANAGER I	13	4	$51,655.00	$51,656.00	$52,133.00	$360.00	$0.00	$0.00	$2,400.00	$0.00	$54,893.00
0002	113	PROGRAM COORDINATOR I	10	4	$41,006.00	$41,006.00	$41,006.00	$420.00	$0.00	$0.00	$0.00	$0.00	$41,426.00
0003	113	PROGRAM SPECIALIST	9	1	$34,360.00	$34,360.00	$34,360.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,720.00
~~0004~~	~~113~~	~~PROGRAM SPECIALIST~~	~~9~~	~~1~~	~~$34,360.00~~	~~$34,360.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0005	113	CLERK III	5	4	$27,908.00	$27,908.00	$27,908.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,208.00
0006	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
		REGRADE:	**19**	**1**	**$74,182.00**	**$18,546.00**							
0008	113	DEPUTY DIRECTOR	~~18~~	~~1~~	~~$68,687.00~~	~~$17,172.00~~	$17,172.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,172.00
		CREATE THE FOLLOWING:											
0009	**113**	**HOUSING SPECIALIST I**	**9**	**1**	**$34,360.00**	**$34,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$387,088.00	$279,938.00	$193,149.00	$1,440.00	$0.00	$0.00	$2,400.00	$0.00	$196,989.00

Approval of deletions, creations, and regrade of the above highlighted full-time positions. Reviewed and recommended by classification committee, as per section 3.22 of the Civil Service Commission Rules.
Personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) DATE: 08/11/2011

CURRENT POSITION TITLE: COMPLIANCE DIVISION MANAGER I CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 46,747.00 (Grade 13/ Step 1) Current Budgeted Salary $ 0.00 Proposed Budgeted Salary $ (46,747.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

As per the needs of the UCP, this position is not needed

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: URBAN COUNTY - CDBG **DATE: 08/12/11**

DEPARTMENT NUMBER: 250 **PROGRAM NUMBER: 001**

CURRENT SLOT #: 0004

DEPARTMENT CLASSIFICATION REQUEST- *(REGRADE)*

DEPUTY DIRECTOR	68,687.00 (GRADE 18, STEP 1)
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

DEPUTY DIRECTOR	74,182.00 (GRADE 19, STEP 1)
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

DEPUTY DIRECTOR	74,182.00 (GRADE 19, STEP 1)
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	**Date** 8/22/2011
Norma G. Garcia **County Treasurer Representative**	**Date** 08/22/11
Budget & Management Representative	**Date** 08/22/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY – CDBG (250-001)
URBAN COUNTY – HOME (250-002)

DATE: 8/11/11

CURRENT POSITION TITLE: DEPUTY DIRECTOR

CURRENT SLOT. #:
0004 (250-001)
0008 (250-002)

REQUESTED POSITION TITLE: DEPUTY DIRECTOR

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

(250-001)
Salary Amount: $ 51,515.00 (Grade 18/ Step 1) Current Budgeted Salary $ 55,636.00 (Grade 19/ Step 1) Proposed Budgeted Salary $ 4,121.00 Net Change

(250-002)
Salary Amount: $ 17,172.00 (Grade 18/ Step 1) Current Budgeted Salary $ 18,546.00 (Grade 19/ Step 1) Proposed Budgeted Salary $ 1,374.00 Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X]
Part Time Employee Object 114 [ ]
Full Time Temporary Object 121 [ ]
Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions
$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

To properly address the specialized needs of the various federal and state programs and ensure proper administration, management, and implementation of programs including compliance with federal and state rules, regulations, policies and procedures

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) DATE: 08/11/2011

CURRENT POSITION TITLE: CONTRACTS MANAGER CURRENT SLOT. #: 0005

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 43,284.00 (Grade 12/ Step 1) Current Budgeted Salary $ 0.00 Proposed Budgeted Salary $ (43,284.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

In review of the needs of the UCP, this position is no longer needed

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) DATE: 08/11/2011

CURRENT POSITION TITLE: PROGRAM COORDINATOR II CURRENT SLOT. #: 0009

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 43,284.00 (Grade 12/ Step 1) Current Budgeted Salary $ 0.00 Proposed Budgeted Salary $ (43,284.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

In review of the needs of the UCP, this position is not needed.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug 19, 2001 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: URBAN COUNTY | **DATE: 08/15/2011**

DEPARTMENT NUMBER: 250 | **PROGRAM NUMBER: 001**

CURRENT SLOT #: 0010 | **NO. OF POSITIONS: 1**

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

PROGRAM COORDINATOR I	$37,109.00	G10 S1
Classification/Position Title	**Pay Grade/Salary**	

REQUESTED GRADE/ TITLE:

UCP COORDINATOR I	$37,109.00	G10 S1
Classification/Position Title	**Pay Grade/Salary**	

COMMITTEE RECOMMENDATION

UCP COORDINATOR I	$37,109.00 G10 S1
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 1 ***TITLE CHANGE & CHANGE IN JOB DESCRIPTION ONLY***

SIGNATURES

Human Resources Representative	**Date** 8/22/2011
County Treasurer Representative	**Date** 08/22/11
Budget & Management Representative	**Date** 08/22/2011

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: URBAN COUNTY **DATE: 08/15/2011**

DEPARTMENT NUMBER: 250 **PROGRAM NUMBER: 001**

CURRENT SLOT #: 0011 **NO. OF POSITIONS: 1**

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

PROGRAM COORDINATOR I	$37,109.00	G10 S1
Classification/Position Title	**Pay Grade/Salary**	

REQUESTED GRADE/ TITLE:

UCP COORDINATOR I	$37,109.00	G10 S1
Classification/Position Title	**Pay Grade/Salary**	

COMMITTEE RECOMMENDATION

UCP COORDINATOR I	$37,109.00 G10 S1
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 1 ***TITLE CHANGE & CHANGE IN JOB DESCRIPTION ONLY***

SIGNATURES

Human Resources Representative	8/22/2011 **Date**
Norma G. García **County Treasurer Representative**	08/22/11 **Date**
Budget & Management Representative	08/22/2011 **Date**

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: URBAN COUNTY **DATE: 08/15/2011**

DEPARTMENT NUMBER: 250 **PROGRAM NUMBER: 001**

CURRENT SLOT #: 0022 **NO. OF POSITIONS: 1**

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

PROGRAM COORDINATOR I	$37,109.00	G10 S1
Classification/Position Title	**Pay Grade/Salary**	

REQUESTED GRADE/ TITLE:

UCP COORDINATOR I	$37,109.00	G10 S1
Classification/Position Title	**Pay Grade/Salary**	

COMMITTEE RECOMMENDATION

UCP COORDINATOR I	$37,109.00 G10 S1
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 1 TITLE CHANGE & CHANGE IN JOB DESCRIPTION ONLY

SIGNATURES

Human Resources Representative	8/22/2011 **Date**
Norma G. Garcia **County Treasurer Representative**	08/22/11 **Date**
Budget & Management Representative	08/22/2011 **Date**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY – CDBG (250-001) DATE: 8/11/11

CURRENT POSITION TITLE: PROGRAM COORDINATOR I CURRENT SLOT. #: 0010, 0011, & 0022

REQUESTED POSITION TITLE: UCP COORDINATOR I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 37,109.00 (Grade 10/ Step 1) X 3 — Current Budgeted Salary
$ 37,109.00 (Grade 10/ Step 1) X 3 — Proposed Budgeted Salary
$ 0.00 — Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

_____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

To properly address the specialized needs of the various federal programs and ensure proper management and implementation of programs including compliance with federal and state regulations

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: URBAN COUNTY | **DATE: 08/15/2011**

DEPARTMENT NUMBER: 250 | **PROGRAM NUMBER: 001**

CURRENT SLOT #: 0014 | **NO. OF POSITIONS: 1**

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

PROGRAM COORDINATOR II	$43,284.00	G12 S1
Classification/Position Title	**Pay Grade/Salary**	

REQUESTED GRADE/ TITLE:

UCP COORDINATOR II	$43,284.00	G12 S1
Classification/Position Title	**Pay Grade/Salary**	

COMMITTEE RECOMMENDATION

UCP COORDINATOR II	$43,284.00 G12 S1
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 1 TITLE CHANGE & CHANGE IN JOB DESCRIPTION ONLY

SIGNATURES

Esther A. Cortez — **Human Resources Representative** — 8/22/2011 — **Date**

Norma G. García — **County Treasurer Representative** — 08/22/11 — **Date**

Budget & Management Representative — 08/22/2011 — **Date**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY – CDBG (250-001) DATE: 8/11/11

CURRENT POSITION TITLE: PROGRAM COORDINATOR II CURRENT SLOT. #: 0014

REQUESTED POSITION TITLE: UPC COORDINATOR II

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 43,284.00 (Grade 12/ Step 1) Current Budgeted Salary $ 43,284.00 (Grade 12/ Step 1) Proposed Budgeted Salary $ 0.00 Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

To properly address the specialized needs of the various federal and state programs and ensure proper management and implementation of programs including compliance with federal and state regulations

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY – CDBG (250-001) DATE: 8/11/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0025

REQUESTED POSITION TITLE: DIVISION DIRECTOR, UCP FINANCE

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) $ 63,599.00 (Grade 17/ Step 1) (Proposed Budgeted Salary) $ 63,599.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

To properly address the specialized financial needs of the various federal and state programs administered by UCP and meet compliance with federal/ state policies, rules, procedures and regulations as well as compliance with general accepted accounting practices

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY – CDBG (250-001) DATE: 8/11/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0026

REQUESTED POSITION TITLE: UPC COORDINATOR II

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 43,284.00 (Grade 12/ Step 1) (Proposed Budgeted Salary) $ 43,284.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

To properly address the specialized needs of the various federal and state programs and ensure proper management and implementation of programs including compliance with federal and state regulations

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY – CDBG (250-001) DATE: 8/11/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0027

REQUESTED POSITION TITLE: UPC COORDINATOR I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) $ 37,109.00 (Grade 10/ Step 1) (Proposed Budgeted Salary) $ 37,109.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

UCP Coordinator I is necessary to ensure property management and implementation of program including compliance with federal regulations

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY – NSP (250-) DATE: 8/11/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: UCP COORDINATOR I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 37,109.00 (Grade 10/ Step 1) (Proposed Budgeted Salary) $ 37,109.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

New NSP 3 funding was awarded to the County – UCP and a Coordinator I is necessary to ensure proper management and implementation of program including compliance with federal regulations

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE Aug. 19, 2011	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 8/22/2011	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 08/22/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: URBAN COUNTY – TxCDBG DIS. RECOVERY **DATE: 08/15/2011**

DEPARTMENT NUMBER: 250 **PROGRAM NUMBER: 006**

CURRENT SLOT #: 0001 **NO. OF POSITIONS: 1**

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

PROGRAM COORDINATOR I	$37,109.00	G10 S1
Classification/Position Title	**Pay Grade/Salary**	

REQUESTED GRADE/ TITLE:

UCP COORDINATOR I	$37,109.00	G10 S1
Classification/Position Title	**Pay Grade/Salary**	

COMMITTEE RECOMMENDATION

UCP COORDINATOR I	$37,109.00 G10 S1
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 1 TITLE CHANGE & CHANGE IN JOB DESCRIPTION ONLY

SIGNATURES

Human Resources Representative — Date: 8/22/2011

County Treasurer Representative — Date: 08/22/11

Budget & Management Representative — Date: 08/22/2011

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: URBAN COUNTY – TxCDBG DIS. RECOVERY **DATE: 08/15/2011**

DEPARTMENT NUMBER: 250 **PROGRAM NUMBER: 006**

CURRENT SLOT #: 0002 **NO. OF POSITIONS: 1**

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

PROGRAM COORDINATOR I	$37,109.00	G10 S1
Classification/Position Title	**Pay Grade/Salary**	

REQUESTED GRADE/ TITLE:

UCP COORDINATOR I	$37,109.00	G10 S1
Classification/Position Title	**Pay Grade/Salary**	

COMMITTEE RECOMMENDATION

UCP COORDINATOR I	$37,109.00
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 1 TITLE CHANGE & CHANGE IN JOB DESCRIPTION ONLY

SIGNATURES

Human Resources Representative	8/22/2011 **Date**
County Treasurer Representative	08/22/11 **Date**
Budget & Management Representative	08/22/2011 **Date**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY – TxCDBG DIS. RECOVERY(250-006) DATE: 8/11/11

CURRENT POSITION TITLE: PROGRAM COORDINATOR I CURRENT SLOT. #: 0001 & 0002

REQUESTED POSITION TITLE: UCP COORDINATOR I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 37,109.00 (Grade 10/ Step 1) X 2 — Current Budgeted Salary
$ 37,109.00 (Grade 10/ Step 1) X 2 — Proposed Budgeted Salary
$ 0.00 — Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

To properly address the specialized needs of the various federal and state programs and ensure proper management and implementation of programs including compliance with federal and state regulations

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: URBAN COUNTY **DATE: 08/15/2011**

DEPARTMENT NUMBER: 250 **PROGRAM NUMBER: 004**

CURRENT SLOT #: 0001 **NO. OF POSITIONS: 1**

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

PROGRAM COORDINATOR II	$52,786.00	G12 S7
Classification/Position Title	**Pay Grade/Salary**	

REQUESTED GRADE/ TITLE:

UCP COORDINATOR II	$52,786.00	G12 S7
Classification/Position Title	**Pay Grade/Salary**	

COMMITTEE RECOMMENDATION

UCP COORDINATOR II	$52,786.00 G12 S7
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 1 TITLE CHANGE & CHANGE IN JOB DESCRIPTION ONLY

SIGNATURES

Esther A. Cortez — 8/22/2011
Human Resources Representative **Date**

Norma G. Garcia — 08/22/11
County Treasurer Representative **Date**

08/22/2011
Budget & Management Representative **Date**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - COLONIA (250-004) DATE: 08/11/2011

CURRENT POSITION TITLE: PROGRAM COORDINATOR II CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: UCP COORDINATOR II

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 52,786.00 (Grade 12/ Step 7) Current Budgeted Salary $ 52,786.00 (Grade 12/ Step 7) Proposed Budgeted Salary $ 0.00 Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

To properly address the specialized needs of the various federal and state programs and ensure proper management and implementation of programs including compliance with federal and state regulations

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Diana R. Serna DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - COLONIA (250-004) DATE: 08/11/2011

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT III CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 36,271.00 (Grade 8/ Step 5) Current Budgeted Salary $ 0.00 Proposed Budgeted Salary $ (36,271.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

As per the needs of the UCP, this position is not needed

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - HOME (250-002) DATE: 08/11/2011

CURRENT POSITION TITLE: PROGRAM SPECIALIST CURRENT SLOT. #: 0004

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:	$ 34,360.00 (Grade 9/ Step 1) Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (34,360.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

As per the needs of the UCP, this position is not needed

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY – HOME (250-002) DATE: 8/11/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0009

REQUESTED POSITION TITLE: HOUSING SPECIALIST I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 34,360.00 (Grade 9/ Step 1) (Proposed Budgeted Salary) $ 34,360.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

To properly address the specialized needs of the UCP – Housing Division and the housing construction requirements for various programs

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Aug. 19, 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/22/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/22/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

COMPLIANCE DIVISION MANAGER I

GRADE: 13

GENERAL DESCRIPTION

Performs routine (journey-level) managerial work overseeing the daily operations and activities of an agency's program(s). Work involves establishing goals and objectives; developing guidelines, procedures, and rules; developing schedules, priorities, and standards for achieving established goals; coordinating and evaluating program activities; and developing and evaluating budget requests. Plans, assigns, and supervises the work of others. Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Manages activities of staff in program area(s).

Establishes goals and objectives; develops and approves schedules, priorities, and standards for achieving goals; and directs evaluation activities.

Develops and implements techniques for evaluating program activities.

Develops and evaluates budget requests.

Plans, implements, coordinates, monitors, and evaluates policies and procedures.

Identifies areas of needed change, and makes recommendations to improve operations.

Provides technical guidance in the program area.

Oversees the preparation of management and productivity reports and studies.

Oversees special investigations and research studies.

May oversee the preparation, development, review, and revision of legislation.

May represent the agency at meetings, hearings, trials, conferences, and seminars or on boards, panels, and committees.

Plans, assigns, and supervises the work of others.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of experience in the management of a program relevant to the assignment. Graduation from an accredited four-year college or university with major course work in a field relevant to the assignment is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws and regulations relevant to program areas and of the principles and practices of public administration and management.

Ability to manage program activities; to establish goals and objectives; to devise solutions to administrative problems; to develop and evaluate administrative policies and procedures; to prepare reports; to communicate effectively; and to plan, assign, and supervise the work of others.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DEPUTY DIRECTOR

GRADE: ~~18~~ 19

GENERAL DESCRIPTION

Performs highly advanced (senior-level) policy administration and managerial work; Work involves specialized knowledge of state government, strategic planning, and County administration. Works closely with the executive director on the day-to-day operations of the County; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides counsel and advice to the executive director regarding County operations

Manages the day-to-day operations of the County

Ensures that the agency adheres to County goals and objectives

Provides counsel and advice to members of the Legislature upon request

Provides information and advice to state agencies and the general public regarding County activities and responsibilities

May act as executive director in the absence of the executive director

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years of experience in public administration and/or management work; Graduation from an accredited four-year college or university with major course work in business or public administration; Master's degree in Planning, Public Administration or Business Administration. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws and regulations and of the principles and practices of public administration and management

Ability to direct and organize program activities; to establish program goals and objectives that support the strategic plan; to identify problems, evaluate alternatives, and implement effective solutions; to develop and evaluate policies and procedures; to direct the development of County policies and procedures; to prepare concise reports; to make

presentations and testify at hearings; and to plan, assign, and/or supervise the work of others

Certification, Registration, or Licensure

May be required to be certified, registered, or licensed in a specialty area

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CONTRACTS MANAGER

GRADE: 12

GENERAL DESCRIPTION

Performs complex (journey-level) contract management work. Work involves developing and evaluating a broad range of contracts; May train others; Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Develops contracts by identifying provider resources, describing services to be rendered, and negotiating contract specifications

Monitors contract performance by examining billings, fiscal data, and eligibility determinations for compliance with terms of contract and policies

Administers the billing process and eligibility monitoring functions for contract billing

Evaluates expenditure data and makes projections to ensure appropriate use of funds

Reviews fiscal expenditure reports for completeness, appropriateness, and accuracy

Serves as a liaison with contract providers to ensure participation is consistent with program, legal, and fiscal requirements

Assists with negotiating contract renewals and amendments

May recommend the cancellation of contracts

May prepare specifications for requests for bids

May recruit provider and donor resources

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in contract development or evaluation work; Graduation from an accredited four-year college or university with major course work in business administration or a related field is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of contracting regulations and policies as well as community resources and structures

Ability to interpret policies, procedures, and regulations; to evaluate fiscal data for reasonableness, necessity, and conformity with contract requirements; to negotiate features of a contract; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

PROGRAM COORDINATOR II

GRADE: 12

GENERAL DESCRIPTION

Performs journey-level technical assistance regarding program rules and regulations. Performs review and documents all phases of project selection, progress, and completion. Travels to job sites to ensure project compliance. Reviews and approves contract compliance and project eligibility. May supervise others.

EXAMPLES OF WORK PERFORMED

Performs grant writing

Program implementation for all State projects, including, but not limited to, Colonia Planning, Colonia Construction Grants, Self Help Center, Colonia EDAP Programs

Maintain, perform and review all related duties to projects such as surveys, requests for payments, procurement compliance, site visits and inspections, reviews specs and plans, bid process, etc.

Oversees technical assistance to local representatives and non-profit organizations

Prepare and recommend approval of project eligibility, environmental review, and citizen participation documents

Review and recommend project payment requests to Supervisor

Process amendment and other program changes as necessary

Oversee the preparation of monthly, quarterly, and annual activity reports

Assign staff to maintain project files

Ability to work well with others

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years of experience in direct administration of community program funds or work in municipal or county environment. Graduation from an accredited college or university with a Bachelor's in Political Science, Business Administration or related field required. Two (2) years of experience maybe substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge and experience in interpreting federal rules and regulations

Good verbal and written communication

Knowledge of MS Word, Excel and 10-key calculator

Ability to exercise sound judgment in making administrative decisions involving staff and service activities

Knowledge and thorough understanding of federal and state grant programs and of various budgeting techniques

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents

Ability to effectively present information to top management, public groups, and/or boards of directors

Employee prepares and reviews budgets, read correspondence, reports and memos and reviews contracts for services

Ability to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

PROGRAM COORDINATOR I

GRADE: 10

GENERAL DESCRIPTION

Performs entry-level technical assistance regarding program rules and regulations. Work involves coordination of assigned program in the county's departments. Responsible for coordination of a variety of community activities and programs.

EXAMPLES OF WORK PERFORMED

Develop and implement a variety of programs, projects and activities

Coordinate with existing organizations to address community economic or social service needs

Conducts needs assessments and meets with community residents, leaders and community groups to identify needs and available resources

Collaborate with other organizations to plan and develop programs and activities or improve coordination of existing services offered by the county

Research funding sources, develop short and long range plans, and compile informational reports

Assists in the development and monitoring of project and/or program budgets

Assists in the development and implementation of operating policies and procedures

Assist in maintaining, performing and reviewing all related duties to projects such as surveys, requests for payments, procurement compliance, site visits and inspections, reviews specs and plans, bid process, etc.

Assist in preparing and recommending approval of project eligibility, environmental review, and citizen participation documents

Chart project progress and program compliance

Assists in preparing monthly, quarterly, and annual activity reports

Maintains project files

Assists in the preparation of public notices and in conducting public meeting

Ability to work well with others

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years of experience in administration of community program funds or work in the municipal or county environment preferred. Graduation from an accredited college or university with a Bachelor's in Political Science, Business Administration or related field preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge and experience in interpreting federal rules and regulations

Good verbal and written communication

Knowledge of MS Word, Excel and 10-key calculator

Ability to exercise sound judgment in making administrative decisions involving staff and service activities

Knowledge and thorough understanding of federal and state grant programs and of various budgeting techniques

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents

Ability to effectively present information to top management, public groups, and/or boards of directors

Employee prepares and reviews budgets, read correspondence, reports and memos and reviews contracts for services

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

UCP COORDINATOR I

GRADE: 10

GENERAL DESCRIPTION

Performs routine (entry-level) technical assistance in grant management work. Work consist of reviewing and documenting all phases of various community programs offered through Hidalgo County's Urban County department including assisting in the implementation of budget forms and other financial documents, program monitoring and reporting.

EXAMPLES OF WORK PERFORMED

Responsible for program implementation of various federal and state grant programs offered through the county's Urban County department

Responsible for preparing and reviewing applications for grant funding of various community programs

Prepare and recommend approval of project eligibility, environmental review, and citizen participation documents

Assists in the preparation of public notices and conducting public meetings

Analyze data for planning and publication

Coordinate funding deadlines with municipalities, citizen groups, and/or other community organizations

Maintain all related project documentation including but not limited to request for payments, procurement compliance, site visits and inspections, and bid process request

Assists in preparing monthly, quarterly, and annual activity reports

Provides technical assistance and support regarding program rules and regulations to other local departments

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years of experience in direct administration of grant funds or work in the municipal or county environment preferred. Graduation from an accredited four-year college or university with a Bachelor's degree in Political Science, Business Administration or related field is generally preferred; other degree majors may be considered. Two (2) years of experience maybe substituted for one (1) year of education.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge and experience in interpreting federal, state, and local rules and regulations

Knowledge of grant management

Knowledge and skill in the use of required computer software and other county computer systems

Good verbal and written communication

Knowledge of MS Word, Excel and 10-key calculator

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

UCP COORDINATOR II

GRADE: 12

GENERAL DESCRIPTION

Performs complex (journey-level) technical assistance in grant management work. Work consist of reviewing and documenting all phases of various community programs offered through Hidalgo County's Urban County department including assisting in the implementation of budget forms and other financial documents, program monitoring and reporting. May supervise the work of others.

EXAMPLES OF WORK PERFORMED

Responsible for program implementation of various federal and state grant programs offered through the county's Urban County department

Responsible for preparing and reviewing applications for grant funding of various community programs

Prepare and recommend approval of project eligibility, environmental review, and citizen participation documents

Assists in the preparation of public notices and conducting public meetings

Analyze data for planning and publication

Coordinate funding deadlines with municipalities, citizen groups, and/or other community organizations

Maintain all related project documentation including but not limited to request for payments, procurement compliance, site visits and inspections, and bid process request

Prepares monthly, quarterly, and annual activity reports

Provides technical assistance and support regarding program rules and regulations to other local departments

May train and/or supervise other department employees

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of experience in direct administration of grant funds or work in the municipal or county environment preferred. Graduation from an accredited four-year

college or university with a Bachelor's degree in Political Science, Business Administration or related field is generally preferred; other degree majors may be considered. Two (2) years of experience maybe substituted for one (1) year of education.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge and experience in interpreting federal, state, and local rules and regulations

Knowledge of grant management

Knowledge and skill in the use of required computer software and other county computer systems

Excellent verbal and written communication skills

Proficient knowledge of professional letter writing

Knowledge of MS Word, Excel and 10-key calculator

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ADMINISTRATIVE ASSISTANT III

GRADE: 08

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

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

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DIVISION DIRECTOR – UCP FINANCE

GRADE: 17

GENERAL DESCRIPTION

Direct and supervise the flow of work of the financial accounting staff. Interpret financial data, answer questions as needed and maintain the accuracy of financial records and reports. Manage financial accounting staff to provide excellent-level governmental accounting services.

EXAMPLES OF WORK PERFORMED

Supervise Finance Division

Conduct final weekly review of Accounts Payable

Conduct final weekly approval of IDIS, DRGR and State Stimulus Drawdowns

Prepare CDBG, HOME, ESG, HPRP, NSP and State Expenditure reports

Prepare monthly expenditure ratio reports

Prepare Monthly and Year End Financial statements

Prepare budge forecast reports

Prepare Quarterly Federal Cash Transaction Reports for programs

Prepare administrative budgets

Prepare Financial Report for CAPERs (Annual Performance Report)

Provide yearend audit information

Prepare cash on hand reports

Approve Bank Reconciliations

Ensure accuracy of financial records and reports; Review for proper classification and resolve discrepancies

Assist division heads and their staff with the interpretation of financial data and solve problems encountered with financial records

Develop and maintain general ledger and budgetary accounting system

GENERAL QUALIFICATIONS GUIDELINES

Experience and Education

Three (3) to Five (5) year experience in Accounting or Auditing including three (3) years in a supervisory position directing accounting activities, two (2) years of which were in a government environment; Graduation from an accredited four college or university with a Bachelor's degree in Accounting or related field required.

Certificates, Licenses, Registrations

- Applicant must have a current valid Texas Motor Vehicle Operator license and current liability insurance
- Must be able to be insured by the County's insurance carrier

Knowledge, Skills and Abilities

Knowledge of the department's fiscal programs, of governmental accounting or budget control methods, policies, and procedures; and laws and regulations pertaining to financial operation.

Ability to interpret and apply accounting theory, to plan and coordinate financial programs, to plan procedures and coordinate accounting operations, to interpret laws and regulations, and to assign and/or supervise the work of others.

Knowledge in General Accepted Accounting Principles (GAAP)

Proficient knowledge of management principles and practices applicable to government functions, programs and processes.

Effective oral and written communication skills in a local government setting

Strong analytical and conceptual skills

Ability to resolve issues and overcome obstacles needed to achieve objectives

Ability to maintain a professional presence and demonstrate sound judgment in answering questions and releasing information to insure relevant, reliable and accurate information is provided in a timely basis

PHYSICAL DEMANDS

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

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

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

WORK ENVIORNMENT

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Standing for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- Working closing with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communication with others
- Required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

PROGRAM SPECIALIST

GRADE: 09

GENERAL DESCRIPTION

This position involves the drafting of plans for the rehabilitation or reconstruction of homes. The position requires travel to the project site and documenting conditions and measurements.

EXAMPLES OF WORK PERFORMED

Inspect homes to housing quality standard violations

Documentation of conditions and measurements

Drafting of plans for rehabilitation or reconstruction of homes

Coordinating plans with specifications

Reports to UCP Director on a regular basis communicating the progress of the Program

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in engineering related field; One (1) year of related experience; Supervisor/ management experience preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Good understanding and knowledge of CAD system is required

Good understanding and knowledge of Housing Quality Standards and other structures is required with a good understanding and knowledge of terminology and related aspects of construction

PHYSICAL DEMANDS:

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

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

walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HOUSING SPECIALIST I

GRADE: 9

GENERAL DESCRIPTION

Perform routine (entry-level) technical assistance that involves assessing participants housing needs, conducting environmental reviews and assessments, drafting of plans and specifications for the rehabilitation or reconstruction of homes. The position requires travel to the project site and documenting conditions and measurements.

EXAMPLES OF WORK PERFORMED

Inspect homes to housing quality standard violations

Conduct initial house assessments

Perform environmental reviews and assessments

Document the housing conditions, measurements and what needs addressing

Drafting of plans for rehabilitation or reconstruction of homes

Coordinating plans with specifications with applicants and the County Purchasing Department

Conduct demolition, foundation inspections at 50% and 100%

Assist in the preparation of the contractors' requests for reimbursements

Evaluate contractors' performance on a quarterly basis

Process contractor applications and ensures eligibility of contractor

Report to the Division Director on a regular basis communicating the progress of the Projects

Perform such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associate's Degree with course work in engineering or related field in generally preferred; One (1) to two (2) years in direct administration of federal/state program funds or work in municipal or county environment preferred. Two (2) years experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Experience with a CADD system is required

Good understanding and knowledge of Housing Quality Standards and other structures is required with a good understanding and knowledge of terminology and related aspects of construction

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Standing for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- Working closing with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communication with others
- Required to follow the Hidalgo County Accident Prevention Plan and Department's safety regulations

AI-28207 **17. B.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Lupita Garcia **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the Precinct No. 1 is requesting authority to purchase Parks, Recreational Equipment through Hidalgo County's membership and participation with Buy Board, approved vendor Park Place Recreation Design, Inc. (contract #346-10) in the amount of $50,998.00 (quote attached hereto) to include delivery fees and buyboard discount as requested by the Hidalgo County Precinct No. 1. UCP Year 22 (2009) Precinct No. 1 Parks Recreational Facility Improvement funds will be utilized.

BACKGROUND

The playground equipment to be purchased will be placed at the Sunset/Sunrise Hill Park within the Precinct No. 1 boundaries. Park Place Recreation Design Inc. is an approved vendor through the Buy Board, Contract #346-10. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Park Place Recreation Designs, Inc.	
Purchase Amount:	$50,998.00	
Funds Available:	$51,381.35	UCP FY 22 (2009) Precinct No. 1 Parks, Recreational Facility Imp. Funds.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 22 (2009) Precinct #1 Parks Recreational Facility funds will be utilized to purchase playground equipment for Sunset/Sunrise Hill Park.

Attachments

Pct. 1

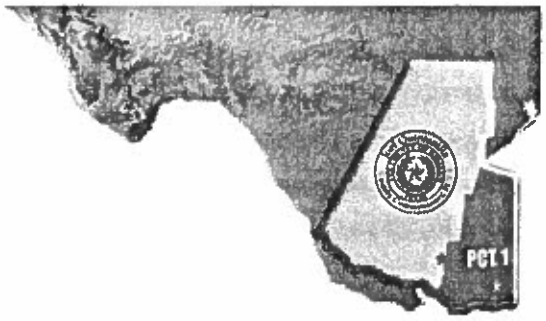
Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/23/2011 04:59 PM
Perla Lopez	Perla Lopez	08/24/2011 09:34 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Hilda Bazan Started On: 08/23/2011 03:09 PM

Final Approval Date: 08/25/2011

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1



August 16, 2011

Mrs. Diana Serna, Director
Hidalgo County Urban County Program
1916 Tesoto Blvd.
Pharr, TX 78577

Dear Mrs. Serna,

Precinct One Parks Department is requesting for the following proposal be placed on the agenda for Commissioners'' Court on Tuesday, August 23, 2011. The proposal is to purchase playground equipment from Park Place Recreation Designs, Inc valued at $50,998.00.

The equipment will be purchased with Urban County funds and will be utilized at Sunset Park.

If you have any questions please contact my office and ask for Mr. Pete Garcia, Parks Director.

Sincerely,

Joel Quintanilla
County Commissioner, Pct. 1

1902 Joe Stephens Ave. • Weslaco, TX 78596
Office: (956) 968-8733 • Fax (956) 969-1417 • Email: joel.quintanilla@co.hidalgo.tx.us

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: BuyBoard **Person Contacted:** Andy Ahrens

VENDOR #1 **Name:** Park Place Recreation Designs, Inc. **Contract No. :** 346-10 **Phone:** 1-800-626-0238

Quantity	Description of Items	Price per Unit	Total Amount
1	Safety Panel Ages 5-12 free Standing	$214.00	**$2.14.00**
1	Kids Choice Custom Playscape	$46,436.00	**$46,436.00**
1	Freight Charges	$4161.62	**$4161.62**
1	Installation Charges	$10,695.00	**$10,695.00**
1	Buyboard Discount	-$ 10,508.62	**-$10,508.62**
		TOTAL:	**$ 50,998.00**

Name of Cooperative: _____ Person Contacted: _____

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

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

Name of Cooperative: _____ Person Contacted: _____

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

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

Recommendation: To purchase play ground equipment from the buyboard company of Park Place Recreation Design. The Playground equipment will be placed at the Sunset/Sunrise Park.

Requested by: _____ Date _____ UCP Approval: _____ Date 8/23/11

UCA-5

REVSED JUNE 2009

MIRACLE
RECREATION EQUIPMENT COMPANY

Equipment Quotation

Sales Representative
Park Place Recreation Designs, Inc.
P. O. Box 18186
San Antonio, TX 78218
Phone: (800) 626-0238 Fax: (210) 832-0115

Quote Number:	09110491
Quote Date:	07/15/2011
Customer Number	
Terms of Sale:	Net 30
Customer Class:	1. Parks & Rec
Shipping Method:	Miracle
Freight Terms:	Prepaid
Approximate Ship Date:	
Cust PO Num:	

Prepared For: HIDALGO COUNTY PRECINCT #1
100 E. CANO, 4th FLOOR
EDINBURG, TX 78539

Location: SUNRISE PARK
HIDALGO COUNTY PRECINCT #1
100 E. CANO, 4th FLOOR
EDINBURG, TX 78539

Payment/ Accounting Contact:

Shipping/ Delivery Contact:

Quantity	Item Number	Description	Price Each	Price Total
1	714734	SAFETY PANEL AGES 5-12, FREE STANDING	$214.00	$214.00
1	KC11071	KIDS' CHOICE CUSTOM PLAYSCAPE	$46,436.00	$46,436.00

Equipment Total:	$46,650.00
Freight:	$4,161.62
Installation:	$10,695.00
Discount:	$10,508.62
SubTotal:	$50,998.00
Tax:	$0.00
Grand Total:	$50,998.00

Notes:
DELIVERED & INSTALLED PRICE FOR PLAYSCAPE & SAFETY SIGN. DOES NOT INCLUDE SAFETY SURFACING, BORDER MATERIALS, OR SITEWORK. PARK PLACE RECREATION DESIGNS, INC. IS BUY BOARD VENDOR: PROPOSAL #346-10

BuyBoard®
Cooperative Purchasing
Park Place Recreation Designs
Approved Vendor - Proposal #346-10
www.buyboard.com

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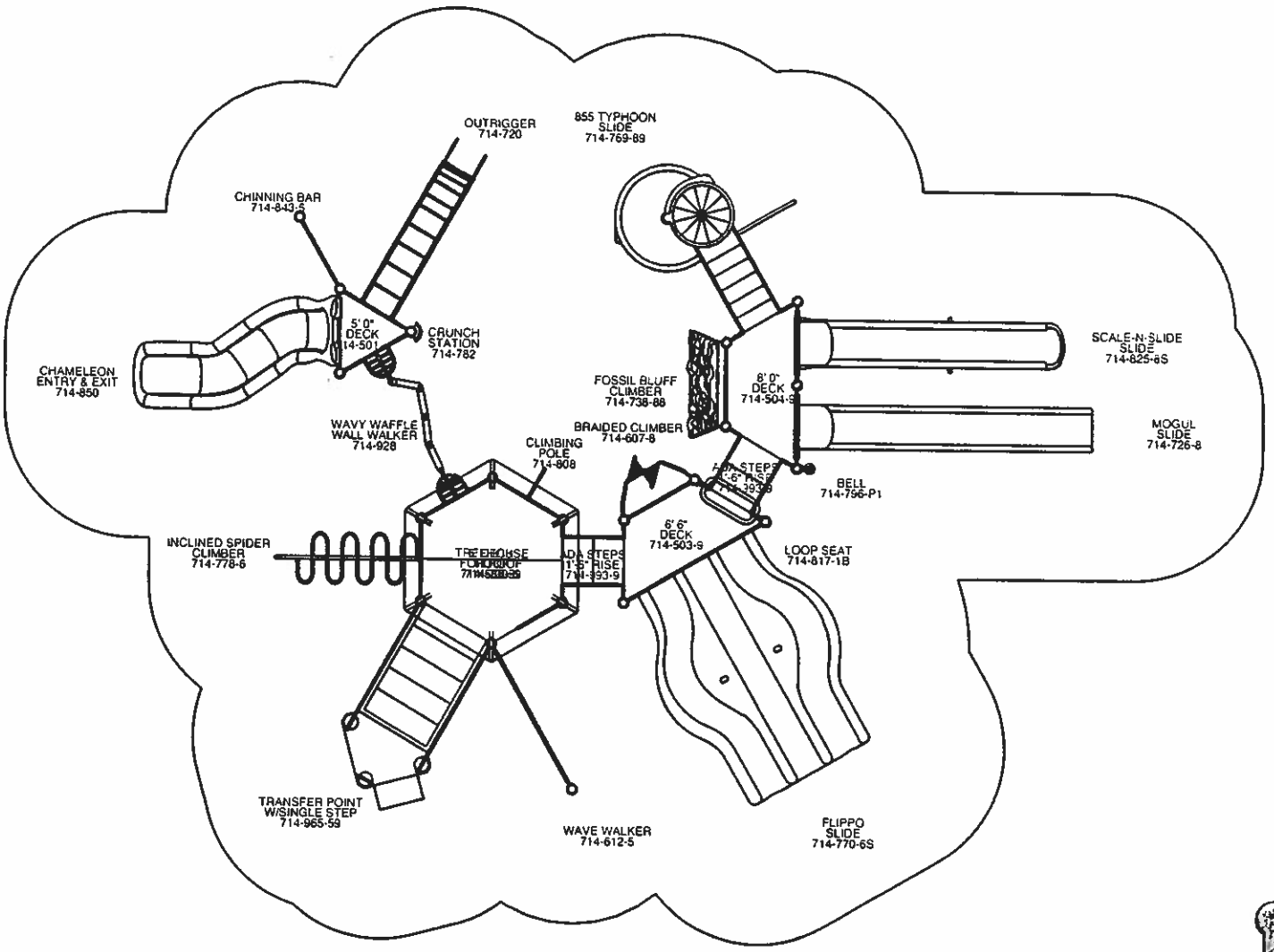
214 • 00 +
46,436 • 00 +
4,161 • 62 +
10,695 • 00 +
10,508 • 62 -
50,998 • 00 G+

Pete Garcia:

SunrisePark KC11071
Hidalgo County, Precinct 1

ELEVATED PLAY ACTIVITIES - TOTAL	11	
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER	7	REQ'D 6
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP	0	REQ'D 0
GROUND LEVEL ACTIVITY TYPE	3	REQ'D 3
GROUND LEVEL QUANTITY	4	REQ'D 4

For Kids AGES 5-12 YEARS



MIRACLE
RECREATION EQUIPMENT COMPANY

IPEMA CERTIFIED ASTM F1487

Park Place Recreation Designs INC.
P.O. Box 18186
San Antonio, TX, 78218
PHONE NO: (210) 821-5878
FAX NO: (210) 832-0115

GROUND SPACE: 47' X 33'

PROTECTIVE AREA: 62' X 45'

DRAWN BY: Miracle Maker | SCALE: 1/8"=1' | DATE: July 15, 2011

009_40738409676

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

TYPE:

QUANTITY:

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

guadalupe.garcia

From: Pedro Garcia [pedro.garcia@co.hidalgo.tx.us]
Sent: Tuesday, August 09, 2011 4:23 PM
To: guadalupe.garcia@ucp.co.hidalgo.tx.us
Subject: FW: Sunrise Park Quote for Playground Equipment
Attachments: Quotation #09110491-Miracle-ParkPlaceRecreation.pdf; ATT00007.htm

From: Andy Ahrens [mailto:andy@miracleparkplace.com]
Sent: Tuesday, August 09, 2011 2:26 PM
To: pedro.garcia@co.hidalgo.tx.us
Cc: Bob Ahrens
Subject: Sunrise Park Quote for Playground Equipment

Mr. Garcia,

Please find attached our equipment quotation for the new playground at Sunrise Park. We are listed on the BuyBoard proposal #346-10 under the name "Park Place Recreation Designs".

This quote includes the new playground equipment along with freight and installation of the equipment. Pricing does not include safety surfacing, border or site work.

Sincerely,
Andy

Andy Ahrens
Park Place Recreation Designs, Inc.
P.O. Box 18186
San Antonio, TX 78218
P: 800-626-0238 F: 210-832-0115
www.miracleparkplace.com

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board: CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	B&H Photo-Video Pro Audio Inc	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	1/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 - 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/01/2011-5/31/2014
1/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 - 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 - 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	***Dooley Tackaberry, Inc.***	**Public Safety & Fire & House Supplies & Equipment**	**363-10**	**4/1/2011-3/31/2014**
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 - 4/30/2014
7/12/2011	Farber Specialty Vehicles	Mobile Command/Emergency Management/Bio Terrorist Vehicles	300-08	9/1/2008-8/31/2011
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
1/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012

12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
8/9/2011	***Gulf Coast Paper Company***	**Custodial Supplies & Equipment**	**372-11**	**8/1/2011-7/31/2014**
	Health Edco Inc	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	371-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
7/05/2011	John Deere Landscapes	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
6/28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
11/2/2010				
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2011
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013

	Vance Hunt Libraries			
5/17/2011	World Wide Imaging Supplies	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
		Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s:

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	Auburn Pharmaceutical Co.			
8/2/2011	***BDI Pharma, Inc.***	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	Bob Barker Company, Inc.	**Vaccines and Biologicals**	**269-A2**	**02/2012**
6/29/2010	Canon	Clothing & Apparel	200-A1	3/2010-11/2011
	Central Texas Medical Equipment & Supplies	Photocopier Lease & Rental	985-L2	5/2009 – 08/2011
8/3/2010	GT Distributors	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
3/7/2011	Impact Recovery Systems, Inc.	Police Equipment & Accessories	680-A1	1/2010 – 10/2011
6/15/2010	Kyocera Konica Mita America Inc. – Minolta	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
		Photocopiers-Rental Renewal Only	985-A5	9/2002-8/2011

	PlumbMaster, Inc.			
2/1/2011	Pollock Paper Distributors	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2009
10/19/10	Precision Delta Corp.	Paper and Plastic Products, Disposable	640-A1	8/2006-11/2011
		Police Equipment & Accessories	680-A1	1/2010-10/2011

	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-8/2011
7/5/2011	Rally			
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2011
	Sanofi Pasteur, Inc.	Vaccines & Biologicals	269-A2	1/2007-8/2011
		Influenza Vaccine	269-A3	3/2010-2/2012
9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007-9/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 9/2011
	Texas Correctional Industries	Laundry Supplies	505-A2	1/1960-12/2099
		Name Plates Easels & Signs (engraved) up to 24"x48"	665-A2	12/2001-11/2099
	Texas Department of Criminal Justice	Posture Back Ergonomic	425-A8	8/2006-12/2099
8/31/2010	Total Pharmacy Supply Inc.	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
	Voss Lightning	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 9/2011
	Xerox Corporation	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
7/5/2011	Zams, Inc.	Photocopier Lease & Rental	985-L2	5/2009-8/2011
		Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 6/2011

TPSS-DIR. CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software	886	
9/21/2010		Computer, Thin Clients and Terminals/Computer Operations Services/Software	293	
			601	
	A T & T	Cisco Networking Equipment	890	1/13/2013
		Telecommunication Contract for Wireless Voice & Data/Cellular Services	233	
		Networking Services	597	9/28/2011
12/28/2010	CDW Government, Inc./Oki Data Americas,		826	
6/29/2010	Inc.	Computer Equipment, Software, Components, Peripherals & Software	592	
		Computer Equipment, Software, Components, Peripherals & Software	673	08/2011
7/05/2011	CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software	1364	
	CDW 3 Com	Computer Equipment, Software, Components, Peripherals & Software	835	12/2012
8/9/2011	***CDW Government, Inc./Oki Data Americas, Inc.***	Computer Software for Mini and Main Frames (Pre programmed)	229	
		Computer Equipment, Software, Components, Peripherals & Software	**1680**	**6/7/2012**
11/30/2010	CRC - Computer Repair Center	Scanners		
			1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software	236	
		Networking Products & Services	235	

10/5/2010	Calence, LLC dba Insight Networking	Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838	
	Calence Physical Security Solutions, LLC	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1369	5/13/2011
6/14/2011	CASO Document Management	Surveillance Camera Products & Related Services	1460	8/30/2014
	Cima Solutions Group	Software	580	
	Copy Graphics	Software	1129	7/7/2011-7/7/2014
5/10/2011	Cross Match Technologies	Canon Printers, Multifunction Products, and Related Services	292	
	DLT Solutions, Inc.	Emergency Preparedness Hardware and Related Services	509	
	Daptiv/CIMA	Computer Equipment, Software, Components, Peripherals & Software	1024	7/17/2011-7/17/2013
		Software Supplies & Services	513	
			841	
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals	251	
		Software	690	
			568	
			890	
7/26/2011	Econet.com	Security Services	1014	
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	645	2/21/2012
			822	
7/27/2010		Software 1/5/2011		
3/15/2011	Environmental Systems Res. Institution	Product and Services	492	
			1637	3/3/2011-3/3/2015
	Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223	
	Insight	Computer Equipment, Software, Components, Peripherals & Software	223	
2/8/2011	MEM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network	264	
2/11/2011		Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469	10/22/2014
7/26/2011	Momar, Inc.	Waste Water Chemicals	1585	8/17/2011-8/17/2014
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	333-09	12/1/2009-11/30/2012
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1367	5/20/11-5/20/14
			1547	9/22/11-9/22/14
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	5/5/2014
	SHI Government Solutions, Inc.	Purchase or Various Software	810	
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	890	
7/12/2011	SHI Government Solutions, Inc	Hardware and Peripherals and Related Services	1009	7/8/2013
			1364	
			810	11/18/2011-11/18/2012

11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2011
2/8/2011	Sprint Solutions, Inc.	Tele-Wireless Data and Wireless/Cellular	611	11/19/2011
	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011
	Votec	Software	937	2/27/2011-2013
6/29/2010	Xerox	Products & Services	515	

TPSS-TXMAS contracts:

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	AMD Medical Solutions	Medical Equipment	10-651IA010	11/19/2009-8/14/2013
	All Steel Inc	Office Furniture	9-711030	10/31/2008-9/30/2013
	Beta Technology, Inc	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-7/31/2011
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-8/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film - Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-581020	1/25/2008-1/31/2015
3/22/2011	Copy Graphics Inc	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2001-9/30/2011
	Datum Filing Systems Inc	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
8/9/2011	***Eagle Mountain Flag and Flagpole***	**Flags, Banners, Pennants, and Related Products**	**7-780160**	**8/23/2007-5/31/2012**
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt, Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2011
	Ergogenesis, LLC	Office Furniture	3-7110170	8/22/2003-9/30/2011
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03IAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-5/31/2012

	Global Industries, Inc.	Office Furniture		
8/2/2011	MCESA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	3-711010	11/21/2002-12/31/2012
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-81060	6/23/2009-11/30/2013
05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	9-711020	10/9/2008 – 6/24/2013
	Kimball International Marketing	Office Furniture	5-03FAC020	12/08/2004-07/13/2014
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	3-711060	12/16/2002-1/27/2012
	MCS	Access Control Systems	9-840100	8/10/2009-5/14/2011
	MSC Industrial Supply Co.	Hardware	9-81060	6/23/2009-11/30/2013
	Mayline Company	Office Furniture	3-51V020	6/4/2003-10/31/2012
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	4-7110330	7/2/2004-11/30/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	7-261010	12/19/2006-12/5/2011
12/13/2010	Red Wing Shoe Industrial	Shoes	2-36010	8/1/2002-9/30/2011
	Sherwin Williams	Maintenance & Hardware	9-81090	8/12/2009-9/30/2012
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-51V010	10/11/2004-1/31/2013
	Snap-On Industrial	Hardware Products & Services	5-84070	12/6/2004-6/30/2012
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	3-51V010	9/20/2002-1/31/2016
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
	Tandus US, Inc.	Floor Covering	5-51V020	12/27/2004-11/30/2015
8/9/2011	***Teknion dba WorkSpace Solutions, Inc.***	**Office Furniture**	5-721A060	2/17/2005-8/3/2014
11/22/2010	The Hon Company	Office Furniture	**3-7110570-4**	**9/22/03-3/8/2014**
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	6-71111060	5/10/2006 8/26/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	11-23V070	07/16/2011-05/31/2012
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	6-56050	3/6/2006-5/31/2014
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	7-51V080	7/5/2007-7/31/2015
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	4-581010	10/24/2003-7/7/2012
	World Wide Imaging Supplies	Office Products	2-539030	8/26/2002-2/28/2014
			8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program:

CC Approval Date	Vendor	Contract Description	Contract	Contract Term

TIPS:

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609	3/26/2012

US Communities:

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060113	6/26/2006-9/30/2011
9/11/2010	DACO	Data File Equipment (Converter)	ES12-09	3/1/2009-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1165-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2011
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN:

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015

9/11/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod /Printing Services.	R5023	7/12/2010-2/28/2015
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus CS LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5015	10/13/2010-9/30/2017
05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2011

GSA:

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0104D	3/31/2016
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICX Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2011
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-11F-12371I	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	

HGAC:

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02	12/31/2011
	Sprint	Communication Equipment & Services	CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Video Surveillance Systems	SE05-05	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-08	
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	SE05-10	05/1/2010 – 01/30/2012
			RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS:

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/010JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012/1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/11/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120201-PBI	12/18/2013

*Denotes: New Vendor added for approval

/ Contract Renewed

AI-28198 **17. C.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Candace Armenta **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Raba-Kistner Consulting, Inc., in the amount of $13,398.28 utilizing Year 23 (2010) funds for material testing services for Street Improvements to Minerva Street, Abram Road, and Bentsen Palm Drive in the City of Palmview.

BACKGROUND

Raba-Kistner Consulting, Inc. has submitted a best and final offer for material testing services required for Street Improvements to Minerva Street, Abram Road, and Bentsen Palm Drive in the City of Palmview. Raba-Kistner Consulting, Inc. was the highest rated firm by Commissioners' Court on July 26th 2011. Contract approval in the amount of 13,398.28 is being requested. See attached scope of services.

Contract Amount:	$13,398.28
Funds Available:	$85,538.52 - FY 23 (2010)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) funds will be utilized for material testing services for Street Improvements in the City of Palmview.

Attachments

letter

Insurance Part 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/23/2011 03:05 PM
Perla Lopez	Perla Lopez	08/24/2011 02:03 PM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Hilda Bazan Started On: 08/23/2011 11:32 AM

Final Approval Date: 08/25/2011

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

Proposal No. PMD11-172-00
August 17, 2011

Candace J Armenta, Program Coordinator I
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

RE: Construction Materials Observation and Testing Services
Palmview Street Improvements Project
Palmview, Hidalgo County, Texas

Dear Ms. Armenta:

Raba-Kistner Consultants, Inc. (R-K) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$13,398.28.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans picked-up at the office of SAM Engineering & Surveying, Inc., the project's civil engineering firm, on Tuesday, August 02, 2011, and are without the aide of the general contractor's schedule. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable within 30 days upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **Raba-Kistner Consultants, Inc.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

Copies submitted: Above (1)
Mr. Ramon Segovia, Assistant City Manager / City of Palmview (1)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Catto & Catto
217 East Houston Street Suite 100
San Antonio TX 78205-2694

CONTACT NAME: Janet Hajek
PHONE (A/C, No, Ext): 210-222-2161 FAX (A/C, No): 210-222-1618
E-MAIL ADDRESS: jhajek@catto.com
PRODUCER CUSTOMER ID #: Manuel Zuniga

INSURED
Raba-Kistner Consultants Inc.
P.O. Box 690287
San Antonio TX 78269-0287

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Guarantee & Liability	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 758440448 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CP03994747	10/1/2010	10/1/2011	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			CP03994747	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
A	[X] UMBRELLA LIAB [X] OCCUR			UMB3994749	10/1/2010	10/1/2011	EACH OCCURRENCE	$1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DEDUCTIBLE							$
	[X] RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC3994748	10/1/2010	10/1/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: Engineer Services for Construction Material Testing for Hidalgo County Precinct No. 2 , Various Projects.
The County of Hidalgo is named as Additional Insured with reference to gal and auto. Waiver of Subrogation is granted in favor of Hidalgo County with regard to all policies.

CERTIFICATE HOLDER

The County Of Hidalgo, Texas
2812 S. Business Hwy 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AI-28189 **17. D.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Lupita Garcia **Submitted By:** Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Cruz-Hogan Consultants, Inc., in the amount of $9,125.00 utilizing Years 20-21 (2007-2008) funds for a Professional Engineering Service contract for the Water/Sewer Improvements Project in the City of Donna.

BACKGROUND

Cruz-Hogan Consultants, Inc. has submitted a best and final offer for Professional Engineering Services for the Water/Sewer Improvement Project for the installation of sewer lines in the alley between S. Main Street and 8th Street, in Donna Texas. Cruz-Hogan Consultants, Inc. was the second highest rated firm by Commissioners' Court. Negotiations with the highest rated firm of Halff Associates was not reached, therefore, authorization to negotiate with second highest rated was requested and approved on July 19, 2011 by Hidalgo County Commissioners' Court. Contract approval in the amount of $9,125.00 is being requested. See attached scope of services and best and final offer letter.

Contract Amount: $ 9,125.00
Funds Available: $106,684.83
$52,387.51 (2007) & $54,297.32 (2008)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 20 (2007) & Year 21 (2008) Water/Sewer Improvement funds will be utilized for the City of Donna Water/Sewer Improvements Project.

Attachments

Letters

Agreement

liability Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/23/2011 03:04 PM
Perla Lopez	Perla Lopez	08/23/2011 04:03 PM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Estella Webber Started On: 08/22/2011 03:14 PM

Final Approval Date: 08/25/2011

City of Donna
The Heart of the Valley

August 16, 2011

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

Re: Water/Sewer Improvements Project for Fiscal Year 2007

Dear Ms. Serna,

The City of Donna would like to request Hidalgo County Commissioner's Court approval of the best and final offer received by Cruz-Hogan Consultants, Inc. for the City of Donna Water/Sewer Improvements Project for Fiscal Year 2007.

Thank you in advance for your cooperation.

Sincerely

Oscar Ramirez,
City Manager

FF/lb/OR

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

307 S. 12th St. Donna, Texas 78537 (956) 464-3314 Fax (956) 464-9923

CRUZ-HOGAN Consultants, Inc.

Engineers • Planners • Consultants
Harlingen • McAllen
TBPE Firm Reg. No. F-004860

August 15, 2011

Fernando Flores, Planning Director
City of Donna
307 S. 12th St.
Donna, Tx 78537

Re: Sewer Line Improvements
Donna, Texas

Dear Mr. Flores,

Based on the attached scope of services, this is our best and final offer for the aboved referenced project. Our fees are a fixed sum of $9,125.00. The fee was established adding Engineering fees of $7,625.00 plus Surveying of $1,500.00.

I would like to thank you and the City of Donna for the opportunity in assisting the City in this project. If you have any questions, fell free to contact me at 956-682-5022.

Sincerely,

Ronnie Cruz, P.E.
Vice-President

Enclosures

605 E. Violet, Suite 5 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089
www.cruzhogan.net

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5007/08-15-0310-5000-1500-UPC-GVG

Professional Services Agreement

This Agreement, entered into this **30TH of August, 2011** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **Hidalgo County-Urban County Program-City of** Donna hereinafter called the "Party") and **Cruz-Hogan Consultants Inc.,** duly authorized Engineer, herein acting by **Ronnie Cruz, P.E.,** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Water/Sewer Improvements** - Account(s) **5007/08-15-0310-5000-1500-UPC-GVG** *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3 requested

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

m. Furnish to the Party of **Hidalgo County Urban County Program-City of Donna** a total of (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF **THE ENGINEER**

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4 of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI

PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total of **$9,125.00.** Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the construction Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND **CITY OFFICIALS**

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **30th day of August, 2011.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2011.

_____

Engineer's Signature

Firm Name: **Cruz-Hogan Consultants, Inc.**

Address: **605 East Violet , Suite #5**

City/ST/ZIP: **Mercedes, Texas 78504**

FED ID #ISS #: _____

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____ , 20_____.
by_____ _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My commission Expires Notary Public State of Texas

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

Policy Number:

Date Entered: 6/17/2010

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, Texas 75080	CONTACT NAME:	
		PHONE (A/C, No, Ext): (972) 235-3030	FAX (A/C, No): (972) 235-3556
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: SENTINEL INSURANCE COMPANY, LIMITED	11000
INSURED	Cruz-Hogan Consultants, Inc. 1221 East Tyler Suite, A Harlingen, TX 78550	INSURER B: Hartford Accident and Indemnity Company	22357
		INSURER C: Everest National Insurance Co.	10120
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			46SBMVH9031	7/30/2011	7/30/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $ 10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			46SBMVH9031	7/30/2011	7/30/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46WBCAB7729	7/30/2011	7/30/2012	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
	Design Professional Liability			79AE000044-111	8/9/2011	8/9/2012	Each Claim Aggregate	$1,000,000 $1,000,000

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

ERTIFICATE HOLDER

Hidalgo County Purchasing Department
802 South Business Highway 281
dinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-28187 **17. E.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Lupita Garcia **Submitted By:** Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program from Program Year 24 (2011) for a Park Improvements Project in the City of Progreso.

2. Presentation of the scoring grid of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by City of Progreso, Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Park Improvements Project in the City of Progreso.

Engineering Firm	Rating	Rating
Dannenbaum Engineering	95.67%	
L & G Engineering Laboratory	95.67%	
Guzman & Munoz Engineering	95%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of Progreso Park Improvements project.

BACKGROUND

City of Progreso, Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County's approved "pool". Dannenbaum Engineering Company, L & G Engineering Laboratory, and Guzman & Munoz Engineering & Surveying, Inc., were the three firms. The Park Improvements Project includes a new parking lot area, purchase of playground equipment and reconstruction of a walking trail, as funding allows. (See attached grading grid for your review.)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2011 03:36 PM
Perla Lopez	Perla Lopez	08/23/2011 09:44 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Estella Webber Started On: 08/22/2011 02:33 PM

Final Approval Date: 08/25/2011

Hidalgo County –Urban County Program
City of Progreso
Engineering Professional Services
2011 Park, Recreational Facility Improvements Project
Grading Grid

CRITERIA	Dannenbaum Engineering			L & G Engineering Laboratory			Guzman & Munoz Engineering & Surveying, Inc.		
	Grader Progreso	Grader UCP	Grader P. Dept.	Grader Progreso	Grader UCP	Grader P. Dept.	Grader Progreso	Grader UCP	Grader P. Dept.
Selection Criteria	20	20	19	20	20	19	20	20	19
Experience of Project Team	25	25	23	22	25	24	23	24	23
Experience/Availability of Project Manager	19	17	19	20	20	19	20	18	19
Understanding Projects	25	25	20	25	25	21	25	25	19
Familiarity w/Applicable Rules & Regulations	10	10	10	10	7	10	10	10	10
TOTALS	99	97	91	97	97	93	98	97	90
AVERAGES		95.67%			95.67%			95%	
RANKING									

AI-28186 **17. F.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Lupita Garcia **Submitted By:** Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for material testing services;

2. Presentation of the scoring grid for the purpose of ranking by Hidalgo County Commissioners' Court of at least three (3) Material Testing Service firms from the County's approved "pool" as graded and evaluated by City of Progreso, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 24 (2011) Progreso Park Improvements line item.

Material Testing Firms	Rating	Ranking
Raba Kistner Consultants	97.34%	
L & G Engineering Laboratory	97%	
PSI Engineering Consulting-Testing	95%	

3. Authority to negotiate a Material Testing Service contract with the No. 1 ranked firm of _____ for the provision of testing services for a Hidalgo County – Progreso Park Improvement Project.

BACKGROUND

The three Material Testing Service firms rated from the County's "pool" are Raba-Kistner Consultants, L & G Engineering Laboratory and PSI Engineering Consulting-Testing, for the Park Improvements in the City of Progreso. Attached see grading grid for your review.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2011 02:36 PM
Perla Lopez	Perla Lopez	08/23/2011 10:38 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Estella Webber Started On: 08/22/2011 01:53 PM

Final Approval Date: 08/25/2011

Hidalgo County –Urban County Program
City of Progreso
Material Testing Services
2011 Park, Recreational Facility Improvements Project
Grading Grid

CRITERIA	Raba-Kistner Consultants, Inc.			L & G Engineering Laboratory, LLC			PSI Engineering-Consulting – Testing		
	Grader Progreso	Grader UCP	Grader P. Dept.	Grader Progreso	Grader UCP	Grader P. Dept.	Grader Progreso	Grader UCP	Grader P. Dept.
Staffing & Project Team	25	25	25	25	25	25	25	25	23
Experience of Project Team / Ability to Commit Resources	20	20	20	20	20	18	20	20	20
Methodology	20	18	15	20	19	20	20	18	12
Understanding Projects/ Similar Projects	25	24	25	23	23	25	24	23	25
Familiarity w/Applicable Rules & Regulations	10	10	10	10	8	10	10	10	10
TOTALS	100	97	95	98	95	98	99	96	90
AVERAGES		97.34%			97%			95%	
RANKING									

AI-28254 **17. G.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Candace Armenta **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments on a proposed Budget & Program Amendment for Hidalgo County Precinct No.3 Common Fund work plan for FYS 18, 20, 23, 24 (2005, 2007, 2010, & 2011). The proposed amendment will reallocate funds in the total amount of $1,399,436.13 from the Common Fund activities into a new Street Improvements activity.

2. Consideration and approval of a Budget and Program Amendment for Hidalgo County Precinct No.3 Common Fund for FYS 18, 20, 23, 24 (2005, 2007, 2010, & 2011) work plans. The proposed amendment will reallocate funds in the total amount of $1,399,436.13 from the Common Fund activities into a new Precinct No.3 Street Improvements activity for the purchase of materials for the overlay of streets in the Sullivan City and Precinct No.3 area.

BACKGROUND

A Public Hearing was held on August 30, 2011 at 9:30 a.m. and the citizen participation requirements have been met. See attached detailed amendment. The proposed Hidalgo County Precinct No.3 Common Fund YRS 18, 20, 23, 24 (2005, 2007, 2010, & 2011) amendment will delete the following line items:

Year	Line Item	Amount
2005	Recaptured Street Improvements (Palmhurst)	($ 8,632.54)
2007	Recaptured Parks, Recreational Facilities (Granjeno)	($185,172.73)
2010	Forfeited Parks, Recreational Fac. (Granjeno)	($200,000.00)
2010	Forfeited Street Improvements (Granjeno)	($133,133.64)
2010	Forfeited Street Improvements (Palmhurst)	($ 22,843.00)
2010	Forfeited Street Improvements (Sullivan City)	($332,780.22)
2011	Forfeited Public Facilities (Granjeno)	($ 91,055.00)
2011	Forfeited Rehab; Single Unit Res. (Granjeno)	($132,845.00)

2011	Forfeited General Administration (Granjeno)	($ 5,000.00)
2011	Forfeited Street Improvements (Palmhurst)	($ 19,074.00)
2011	Forfeited Street Improvements (Sullivan City)	($164,600.00)
2011	Forfeited Parks, Recreational Fac. (Sullivan City)	($101,300.00)
2011	Forfeited General Administration (Sullivan City)	($ 3,000.00)
	Total	($1,399,436.13)

and create a new Precinct No. 3 Street Improvements activity in the total amount of $1,399,436.13:

Year	Line Item		Amount
2005, 2007, 2010 & 2011	Street Improvements		$1,399,436.13
		Total	$1,399,436.13

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County Year 18 (2005), Year 20 (2007), Year 23 (2010) & Year 24 (2011) funds. No budget increase to proposed amendment.

Attachments

Pct. 3& Sullivan CIty

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 04:59 PM
Perla Lopez	Perla Lopez	08/25/2011 09:12 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Hilda Bazan Started On: 08/24/2011 04:18 PM

Final Approval Date: 08/25/2011

Public Hearing Notice
Urban County Program
Budget & Program Amendment

In compliance with the Community Development Block Grant (CDBG) requirements, Urban County Program will conduct a public hearing to solicit input from interested parties on the Precinct's proposed Budget and Program Amendment to it's Urban County Program, Year 18, 20, 23, 24 (2005, 2007, 2010, 2011) Common Funds.

The Public Hearing will be held on **Tuesday August 30th** at **9:30 am** at the Hidalgo County Commissioner's Court First Floor located at 100 E Cano, Edinburg Texas 78539.

The following is the proposed Budget & Program Amendment for your consideration:

EXISTING BUDGET	UCP YR 18 (2005) COMMON FUND	PROPOSED BUDGET
$ 8,632.54	Recaptured Street Improvements (Palmhurst) (-$8,632.54)	$ 0
$ 0	Street Improvements (Precinct No.3) (+$8,632.54)	$ 8,632.54
$ 8,632.54	TOTAL	$ 8,632.54

The above listed recaptured funds initially programmed for Palmhurst Street Improvements project will include the cancelation of funding for the City of Palmhurst and will be utilized within Precinct No.3 boundaries. The proposed project will use recaptured and forfeited funding for the overlay of streets within the Pct 3 & Sullivan City area. Project will consist of the purchase of materials to include but not limited to caliche, asphalt, striping and other materials needed for the completion of street improvements.

EXISTING BUDGET	UCP YR 20 (2007) COMMON FUND	PROPOSED BUDGET
$ 185,172.73	Recaptured Parks, Recreational Fac. (Granjeno) (-$185,172.73)	$ 0
$ 0	Street Improvements (Precinct No.3) (+$185,172.73)	$ 185,172.73
$ 185,172.73	TOTAL	$ 185,172.73

The above listed recaptured funds initially programmed for Granjeno Parks, Recreational Facility Improvements project will include the cancelation of funding for the City of Granjeno and will be utilized within Precinct No.3 boundaries. The proposed project will use recaptured and forfeited funding for the overlay of streets within the Pct 3 & Sullivan City area. Project will consist of the purchase of materials to include but not limited to caliche, asphalt, striping and other materials needed for the completion of street improvements.

EXISTING BUDGET	UCP YR 23 (2010) COMMON FUND	PROPOSED BUDGET
$ 200,000.00	Forfeited Parks, Recreational Fac. (Granjeno) (-$200,000.00)	$ 0
$ 133,133.64	Forfeited Street Improvements (Granjeno) (-$133,133.64)	$ 0
$ 22,843.00	Forfeited Street Improvements (Palmhurst) (-$22,843.00)	$ 0
$ 332,780.22	Forfeited Street Improvements (Sullivan City) (-$332,780.22)	$ 0
$ 0	Street Improvements (Precinct No.3) (+$688,756.86)	$ 688,756.86
$ 688,756.86	TOTAL	$ 688,756.86

The above listed forfeited funds initially programmed for Granjeno Parks, Recreational Facility Improvements, Granjeno Street Improvements, Palmhurst Street Improvements, and Sullivan City Street Improvements projects will include the cancelation of funding for the above mentioned cities and will be utilized within Precinct No.3 boundaries. The proposed project will use recaptured and forfeited funding for the overlay of streets within the Pct 3 & Sullivan City area. Project will consist of the purchase of materials to include but not limited to caliche, asphalt, striping and other materials needed for the completion of street improvements.

EXISTING BUDGET	UCP YR 24 (2011) COMMON FUND	PROPOSED BUDGET
$ 141,055.00	Forfeited Public Facilities (Granjeno) (-$91,055.00)	$ 50,000.00
$ 132,845.00	Forfeited Rehab; Single Unit Res. (Granjeno) (-$132,845.00)	$ 0
$ 5,000.00	Forfeited General Administration (Granjeno) (-$5,000.00)	$ 0
$ 19,074.00	Forfeited Street Improvements (Palmhurst) (-$19,074.00)	$ 0
$ 164,600.00	Forfeited Street Improvements (Sullivan City) (-$164,600.00)	$ 0
$ 101,300.00	Forfeited Parks, Recreational Fac. (Sullivan City) (-$101,300.00)	$ 0
$ 3,000.00	Forfeited General Administration (Sullivan City) (-$3,000.00)	$ 0
$ 0	Street Improvements (Precinct No.3) (+$516,874.00)	$ 516,874.00
$ 566,874.00	TOTAL	$ 566,874.00

The above listed forfeited funds initially programmed for Granjeno Public Facility Improvements, Granjeno Single Unit Residential Improvements, Granjeno General Administration, Palmhurst Street Improvements, Sullivan City Street Improvements, Sullivan City Parks, Recreational Facility Improvements, and Sullivan City General Administration projects will include the cancelation of funding for the above mentioned cities and will be utilized within Precinct No.3 boundaries. The proposed project will use recaptured and forfeited funding for the overlay of streets within the Pct 3 & Sullivan City area. Project will consist of the purchase of materials to include but not limited to caliche, asphalt, striping and other materials needed for the completion of street improvements.

The proposed amendment will reallocate recaptured and forfeited funds in the grand total amount of $1,399,436.13 from the above listed activities into the Precinct No.3 Street Improvements activity.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en español para aquellas personas que asi lo desen.
For more information, please come by the Urban County Office or call (956) 787-8127.

Written comments can be forwarded to:
Commissioner Joe M. Flores
724 North Breyfogle
P.O. Box 607
Mission, TX 78572

AI-28247 **17. H.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Candace Armenta **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Sullivan City is requesting cancellation of a professional service contract with Dannenbaum Engineering Company in the amount of $13,342.80 utilizing FY 17 (2004) Urban County funds.

BACKGROUND

Sullivan City has requested to cancel the professional engineering service contract with Dannenbaum Engineering Company for the street improvements to Olga Street. The preliminary phase has been completed 100% and completed 90% of the design phase. However, the city has opted to not complete the project and has reimbursed Hidalgo County Urban County Program all reimbursements to Dannenbaum Engineering Company. Please see attached letter of concurrence from Dannenbaum Engineering agreeing to contract cancellation as well as copies of the reimbursement checks paid to Dannenbaum by Urban County Program on behalf of Sullivan City.

Attachments

C/O Sullivan City

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 04:59 PM
Perla Lopez	Perla Lopez	08/25/2011 09:55 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Hilda Bazan Started On: 08/24/2011 04:05 PM

Final Approval Date: 08/25/2011

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

January 21, 2011

Mr. Rolando Gonzalez
City of Sullivan City
PO Box 249
Sullivan City, Texas 78595

RE: ***City of Sullivan City Urban County Year 19 Program (Olga Street)***

SUBJ: ***Approval of Contract Amendment and Cancellation of Contract***

Dear Mr. Gonzalez,

Dannenbaum agrees to cancel the engineering contract for this project at the request of the City of Sullivan City.

Furthermore, Dannenbaum hereby acknowledges confirmation and approval of the contract amendment amount of ($2,500.00); thus hereby decreasing the original contract amount of $13,342.80 to a revised contract total of $10,842.80.

Therefore, this project is closed as completed to date effective January 21, 2011. The final Request for Payment (RFP) is submitted under separate cover.

If you have any questions or comments, please call our office.

Sincerely,

Louis H. Jones, P.E.
President

Enclosures

cc: Richard D. Seitz, P.E.
Jesse Villegas, Project Coordinator

JAN 24 2011

G:\1540\4226-01\INVOICES\Ltr - Cancel Contract (012111).doc

9242

CITY OF SULLIVAN C
GENERAL ACCOUNT
P.O. BOX 249
SULLIVAN CITY, TX 78595
PH. (956) 485-2828

FIRST NATIONAL BANK
88-2141-1149

08/25/2010

PAY TO THE ORDER OF Urban County Program

$ **1,000.71

One Thousand and 71/100********** DOLLARS

Security features. Details on back.

Urban County Program
1916 Tesoro Blvd
Pharr, TX 78577

TWO SIGNATURES REQUIRED

MEMO

AUTHORIZED SIGNATURE

⑈009242⑈ ⑆114921415⑆ ⑈0104004347⑈

CITY OF SULLIVAN CITY - GENERAL ACCOUNT

9242

Urban County Program

08/25/2010

Reimb. Re: 2004 Sullivan City St Improv on Olga Stre 1,000.71

GENERAL ACCOUNT 1,000.71

[redacted]

TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW - HEAT SENSITIVE RED MARK DISAPPEARS WITH HEAT

2579

CITY OF SULLIVAN CITY
GENERAL ACCOUNT
P.O. BOX 249 • PH. (956) 485-2828
SULLIVAN CITY, TEXAS 78595

Lone Star National Bank™
We Make Banking Easy.™
1-800-580-0322, ext 2444

88-1168-1149

08/03/2011

PAY TO THE ORDER OF Urban County Program

$ **5,705.82

Five Thousand Seven Hundred Five and 82/100********** DOLLARS

Urban County Program
1916 Tesoro Blvd
Pharr, TX 78577

MEMO

AUTHORIZED SIGNATURE

⑈002579⑈ ⑆114911687⑆ 20250088 2⑈

CITY OF SULLIVAN CITY - GENERAL ACCOUNT

2579

Urban County Program

08/03/2011

PROFFESSIONAL SERVICES (ACCT#5004-77-031 5,705.82

GENERAL ACCOUNT

5,705.82

[redacted]

AI-28231 **17. I.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Ester Gonzalez **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Hidalgo County Urban County Program (UCP) is requesting authorization for the County Judge to appoint a Five (5) member “Work Group” responsible for completing the State’s Fair Housing Activity Statement – Texas Form (“FHAST Form”) and identifying the community’s fair housing impediments and proposed steps for addressing those impediments.

BACKGROUND

As part of the process for Round 2.2 of the CDBG Disaster Recovery Program, all applicants must have a completed FHAST form to accompany their application. The intent of a locally-appointed FHAST Work Group is to have a locally-defined Fair Housing Action Plan (based on local circumstances) and to ensure that jurisdictions meet their obligations to abide by Fair Housing laws and regulations and to Affirmatively Further Fair Housing. Please see attached FHAST Form Guide identifying steps for selection of Work Group, posting of selections and successful completion of the form.

Attachments

FHAST Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 02:49 PM
Perla Lopez	Perla Lopez	08/24/2011 04:58 PM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Hilda Bazan Started On: 08/24/2011 02:19 PM

Final Approval Date: 08/25/2011

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Appendix A - FHAST Form Guide

This guide is intended to help subrecipients/grantees fill out the State's Fair Housing Activity Statement – Texas Form ("FHAST Form"). In short, the FHAST Form is intended to be a process conducted by a locally-appointed FHAST Work Group (the "Work Group") resulting in a locally-defined Fair Housing Action Plan. The directions contained in this FHAST Form Guide are intended to stimulate discussion among the Work Group so that these issues can be clarified based on local circumstances; leading to a Fair Housing Action Plan that will be a "good fit" for the jurisdiction as well as ensure the jurisdiction can meet its obligation to abide by Fair Housing laws and regulations and to Affirmatively Further Fair Housing ("AFFH").

The FHAST form will accompany the methods of distribution under Round 2 of the State's CDBG Disaster Recovery program. All applicants for Round 2.2 funding must have a FHAST form to accompany their application. The State of Texas will provide training, technical assistance, and support. Subrecipients and grantees may reach the GLO's Technical Assistance phone line at 866-206-1084.

Step One - The FHAST Work Group Member Selection

The first step for any jurisdiction is to select the Work Group. The Work Group will be the entity responsible for completing the FHAST Form and identifying a particular community's fair housing impediments and proposed steps for addressing those impediments.

The Work Group should be a diverse but knowledgeable group appointed by the chief elected official (Mayor or County Judge) or Council of Governments governing board member for that jurisdiction. Once the members have been selected, the jurisdiction must post notice on their website of the selections. The notice must include the names and titles of the members, as well as the groups that they fall under (as described below).

The Work Group must include at least a total of five members taken from the two groupings below.

Group 1: Two members from the following:

- Chief elected official (or designated staff),
- City Manager (or designated staff), and/or
- Planning Officer/Staff (or designated staff).

Group 2: The Work Group should also include at least three members who reside or work in that jurisdiction, and should be selected from the following groups:

- Representatives from the protected classes[1] (at least one from this bullet);
- Minority business leaders;
- Affordable housing providers;
- School district leadership, including members of the local school board;
- Members from local organizations that advocate on behalf of members of the protected classes (i.e., disability advocates, NAACP chapter president, etc.);
- Developers of affordable housing in that jurisdiction; and
- Community based improvement associations.

Step Two - Develop a Process & Gather Data

Select Work Group Officers. The Work Group should collectively select members to serve as Chair, Secretary, and Data Collection Chair.

Create a Working Time Table. The Work Group should set a schedule for future meeting times, as well as a draft timeline for completing the FHAST form.

Review the 2010 Texas Phase 1 Analysis of Impediments (the "AI"). Each member of the Work Group should review the AI, with particular attention to sections 1, 8, and the section applicable to their area. The AI can be downloaded at http://www.tdhca.state.tx.us/cdbg/ike-and-dolly/ai-agenda.htm or a copy can be requested by calling 866-206-1084.

Gather relevant information. Several basic documents will be necessary to fill out the FHAST Form. These documents should be gathered in advance of step 3. The documents include:

- Local demographic maps (may be found in appendix D of the AI).
- The GIS maps of federal housing and community development benefits when they are available (may be found at http://www.glo.texas.gov/GLO/disaster-recovery-funding/index.html , the GLO).
- List of housing discrimination complaints (may be found in appendix C of the AI).

It is the Data Collection Chair's responsibility to understand, identify, and bring the Work Group the various documents that will be needed for the Work Group to complete its planning.

Step Three - Assess the data and fill out the FHAST form

Discuss each action step of the FHAST form. The Work Group should thoroughly review the data collected and discuss each impediment in the AI as it relates to that jurisdiction. Based on this review and discussion, the Work Group should identify specific actions that could be taken locally to address each of the impediments enumerated in the FHAST Form. Each proposed

[1] As previously noted, the Fair Housing Act of 1968 (as amended) prohibits housing discrimination on the basis of race, color, religion, national origin, gender, presence of a disability, and familial status.

action should be directly related to the impediment being addressed and should offer concrete action steps (or a series of action steps) toward remediating that particular impediment.

Provide detailed explanations where no action is recommended. Where an action step is deemed to be not relevant to a particular jurisdiction or where no action need be taken at that time in response to the particular impediment, the Work Group should provide a full explanation for the decision not to propose action. The explanation should include reference to the applicable data that has been reviewed in reaching this determination.

Step Four - Public comment

Notice and Comment Period. The Work Group should submit the completed FHAST form to the GLO for review. Upon approval from the GLO, the Work Group should publish the form on the local governing body's website. The local governing body shall notify the GLO when the notice is published. Notice of the form should be published in English and Spanish, as well as any other language(s) widely spoken in that jurisdiction. The GLO will assist with the translation process as necessary. The notice should allow at least 10 days for the submission of public comments on the completed form. The notice should include the address and contact information where public comments can be submitted.

Public Meeting and FHAST Form Approval. Not fewer than 10 days (or more than 30 days) after the FHAST form has been published, the local governing body shall hold a public meeting in which the FHAST Work Group will have an opportunity to present their recommended FHAST Form. The governing body will hear from members of the public on any proposed changes to the completed FHAST form. Following the public comment and open meeting process, the local governing body should review, amend as necessary, and adopt the final FHAST form. Upon adoption, the FHAST form becomes that jurisdiction's Fair Housing Action Plan (Action Plan). The Action Plan should then be assigned to the governing body's staff for implementation. Once adopted, the Action Plan should be published online on the local jurisdiction's government website in a downloadable format.

Step Five - Monitoring and Oversight

Once adopted, the Action Plan remains the responsibility of the Work Group. The Work Group should monitor progress on the Action Plan, report findings, and make any recommendations to the local governing body and the GLO.

Reconvening. The Work Group should reconvene at least once every year following the local governing body's adoption of the Action Plan. The Work Group's Chair, Secretary, and Data Collection Chair should confer at least every six months to determine if any changes in local circumstances or delays in the implementation of the Action Plan warrant reconvening earlier than the twelve-month deadline. The date, time, location and results of this meeting should be documented and submitted to the GLO.

Progress Reports. As part of the monitoring process, the governing body's staff tasked with implementing the Action Plan should file ongoing progress reports with the Work Group's Chair and provide copies upon request. This report must be submitted according to the State's prescribed format. Each year, in advance of its annual convening, the Work Group's Data Collection Chair should obtain updated data, as available, for use in reviewing the progress on the Action Plan. Copies of any updated information should be distributed at least two weeks in advance to all members of the Work Group.

Notice and Public Comment. Following each annual convening, the Work Group should undertake the same notice and comment process outlined above. Following each notice and comment period, the local governing body should review and adopt, as amended, the updated Action Plan and should report any revisions to its staff for implementation. All changes or updates to the FHAST/Fair Housing Action Plan should be made publicly available (electronically whenever possible) and should be submitted to the GLO.

AI-28243 **17. J.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Candace Armenta **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments on a proposed Budget and Program Amendment for Hidalgo County Precinct No. 3 work plan for FY 24 (2011). The proposed amendment will reallocate funds in the total amount of $37,000.00 from the Precinct No.3 Street Improvements activity into a new Youth Services activity for the Boys & Girls Club of Mission.

2. Consideration and request of approval of a Budget and Program Amendment for Hidalgo County Precinct No. 3 FY 24 (2011) work plan. The proposed amendment will reallocate funds in the total amount of $37,000.00 from the Precinct No. 3 Street Improvements into a new Youth Services activity for the Boys & Girls Club of Mission.

BACKGROUND

A Public Hearing was held on August 30, 2011 at 9:30 a.m. and the citizen participation requirements have been met. See attached detailed amendment. The proposed Hidalgo County Common Funds YR 24 (2011) amendment will decrease the following line item:

Year	Line Item	Amount
2011	Precinct No. 3 Street Improvements	$333,780.00
		($37,000.00
	Total	$296,871.00

and create a new Precinct No. 3 Youth Services activity in the total amount of $37,000.00:

Year	Line Item	Amount
2011	Precinct No. 3 Youth Services	$37,000.00
	Total	**$37,000.00**

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County Year 24 (2011) funds. No budget increase to proposed amendment.

Attachments

Pct. 3 B&G Club Mission

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 04:58 PM
Perla Lopez	Perla Lopez	08/25/2011 08:56 AM

Purchasing Department	Angela Garcia	08/25/2011 10:13 AM
Form Started By: Hilda Bazan		Started On: 08/24/2011 03:46 PM

Final Approval Date: 08/25/2011

Public Hearing Notice
Precinct No. 3
Urban County Program
Budget & Program Amendment

In compliance with the Community Development Block Grant (CDBG) requirements, Precinct No. 3 will conduct a public hearing to solicit input from interested parties on the Precinct's proposed Budget and Program Amendment to it's Urban County Program, Year 24 (2011).

The Public Hearing will be held on **Tuesday August 30th** at **9:30 am** at the Hidalgo County Commissioner's Court First Floor located at 100 E Cano, Edinburg Texas 78539.

The following is the proposed Budget & Program Amendment for your consideration:

EXISTING BUDGET	UCP YR 24 (2011) ACTIVITY	PROPOSED BUDGET
$ 333,780.00	Street Improvements (Precinct No.3) (-$37,000.00)	$ 313,780.00
$ 0	Youth Services (Mission Boys & Girls Club) (+$37,000.00)	$ 37,000.00
$ 333,780.00	TOTAL	$ 296,871.00

The proposed amendment will decrease funding from the street improvements activity and create a new Youth Services activity in the amount of $37,000.00 for Mission Boys & Girls Club to located at Jesse Jensen Elementary.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en español para aquellas personas que asi lo desen.
For more information, please come by the office or call (956) 843-2286.

Written comments can be forwarded to:
Commissioner Joe M. Flores
724 North Breyfogle
P.O. Box 607
Mission, TX 78572

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

August 8, 2011

Diana Serna, Director
Urban County Program
c/o Candace Armenta, Program Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna:

Please accept this letter as a request for a program and budget amendment to the Precinct #3 Urban County Year 24 (2011) work plan.

The proposed amendment will create a new activity line for the Mission Boys & Girls Club at Jessie Jensen Elementary located at 1106 N. Shary Road. The adjusted amendment will be from the street improvement line item in the amount $37,000.00.

Should you require additional information please, do not hesitate to contact my office at (956)585-4509.

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

BOYS & GIRLS CLUB
OF MISSION

Main Office
209 W. 18th St. • Mission, Texas 78572
Tel. (956) 585-3606
Fax: (956) 585-2437

May 2, 2011

This letter is to inform you that we are requesting funding from Hidalgo County Pct. 3 for our after school program site at Jessie Jensen Elementary located 1106 N. Shary Rd. for the school year 2011-2012. We are requesting the amount of $37,000 to cover salaries and supplies for the school year. Boys & Girls club will be open at that site Monday – Friday from 2:30 p.m. till 6:30 p.m. with programs in five core areas of Character & Leadership Development, Career and Education Development, the Arts, Health and Life Skills, and Sports and Recreation Fitness. If you have any more questions on this matter please feel free to contact me at (956) 458-0999.

Thank you,

Juan C. Avila
Director

AI-28257 **18. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and action on proposed solutions to Senate Bill 100 (enacted 2011) and Senate Bill 1402 (enacted 2009) as it affects potential changes to how elections are administered for political subdivisions in Hidalgo County relating to the adoption of election procedures necessary to implement the federal Military and Overseas Voter Empowerment Act.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

*Proposed changes will reflect new charges incurred by the County.

Attachments

costs

presentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 05:00 PM
Roland Garcia	Rolando Garcia	08/25/2011 09:16 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Amanda Valdez Started On: 08/24/2011 04:33 PM

Final Approval Date: 08/25/2011

EXHIBIT A

Estimated Cost of Lease May Contract

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

City-4 Precincts (May Lease Contract)

	Programming Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Programming	$400.00	1	$400.00
A	Additional Ballot Style(s)	$25.00	1	$25.00
A	Request Change on Programmed Ballot (Level 1 $10.00, Level 2 $25.00, Level 3 $50.00)	$0.00	0	$0.00
B	Contests/ Issues	$15.00	3	$45.00
C	Candidates/ Responses	$10.00	7	$70.00
D	Propositions/ Amendments/ Charters/ Instructions	$20.00	0	$0.00
E	Election Media per Polling Location	$100.00	4	$400.00
F	EV iVotronic Voting Machine(s)	$400.00	2	$800.00
G	EV ADA iVotronic Voting Machine(s)	$500.00	1	$500.00
H	ED iVotronic Voting Machine(s)	$299.50	2	$599.00
I	ED ADA iVotronic Voting Machine(s)	$250.00	1	$250.00
J	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
K	Election Cage Kit for Early Voting	$50.00	1	$50.00
L	Election Cage Kit for Election Day	$50.00	1	$50.00
M	Delivery/Pick-up Fee	$400.00	1	$400.00
			Total iVotronic Programming Charges	$3,606.50

6.02	Audio for iVotronic	Price	Quantity	Total
	Set up charge English/ Spanish	$300.00	1	$300.00
	Contests/ Issues	$15.00	3	$45.00
	Candidates/ Responses	$10.00	7	$70.00
	Propositions/ Amendments/ Charters/ Instructions	$20.00	0	$0.00
			Total Audio iVotronic Programming Charges	$415.00

6.03	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
	Voter Registration Database (Per Day)	$100.00	9	$900.00
	Laptop Rental	$150.00	1	$150.00
	Dymo Printer Rental	$4.35	1	$4.35
	Printer Labels (per vote)	$0.03	2724	$81.72
	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	$1,176.07

6.04	Poll Book	Price	Quantity	Total
	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

6.05	Training	Price	Quantity	Total
	iVotronic scheduled trainings (per person, per hour)	$0.00	1	$0.00
	On-site non-scheduled iVotronic training (2 Trainers)	$100.00	0	$0.00
			Total Training Charges	$0.00

6.06	Supplies	Price	Quantity	Total
	Provisional Bag(s)	$2.00	0	$0.00
	Small Ballot Box(es)	$5.00	0	$0.00
	Large Ballot Box(es)	$10.00	0	$0.00
	Seals (10 per Pack)	$1.79	0	$0.00
	Combination Forms (10 per Pack)	$2.00	0	$0.00
	Table Top Booth(s) (For Provisional Voting)	$2.00	0	$0.00
	Polling Location Map(s)	$17.00	0	$0.00
			Total Supplies Charges	$0.00

6.07		
	Subtotal	$5,215.07
	Administrative Fees (10%)	$521.51
	ESTIMATE GRAND TOTAL	$5,736.58

NOTE: Not all supplies are inclusive

EXHIBIT B

Estimated Cost if Lease May moves to November

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

City-4 Precincts (May move to Nov. Full Contract)

	Programming Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Programming	$400.00	1	$400.00
A	Additional Ballot Style(s)	$25.00	1	$25.00
A	Request Change on Programmed Ballot (Level 1 $10.00, Level 2 $25.00 Level 3 $50.00)	$0.00	0	$0.00
B	Contests/ Issues	$15.00	3	$45.00
C	Candidates/ Responses	$10.00	7	$70.00
D	Propositions/ Amendments/ Charters/ Instructions	$20.00	0	$0.00
E	Election Media per Polling Location(s)	$100.00	4	$400.00
F	EV iVotronic Voting Machine(s)	$300.00	4	$400.00
G	EV ADA iVotronic Voting Machine(s)	$350.00	1	$116.67
H	ED iVotronic Voting Machine(s)	$199.50	12	$798.00
I	ED ADA iVotronic Voting Machine(s)	$250.00	3	$250.00
J	Delivery/ Pick-up Fee	$400.00	1	$400.00
			Total iVotronic Programming Charges	$2,904.67

	Audio for iVotronic	Price	Quantity	Total
A	Set up charge English/ Spanish	$300.00	1	$300.00
B	Contests/ Issues	$15.00	3	$45.00
C	Candidates/ Responses	$10.00	7	$70.00
D	Propositions/ Amendments/ Charters/ Instructions	$20.00	0	$0.00
			Total Audio iVotronic Programming Charges	$415.00

	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	Voter Registration Database Access (Per Day)	$100.00	13	$433.33
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	3	$150.00
C	Printer Labels (per vote)	$0.03	2724	$27.24
D	Username/Password - Per Polling Location	$20.00	4	$80.00
			Total Electronic Poll Book Charges	$690.57

	Training	Workers	Price	Hour	Total
	iVotronic scheduled trainings (per person, per hour)	20	$7.00	3	$140.00
				Total Training Charges	$140.00

	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	$0.55	60	$11.00
	Election Day Combination Forms	$0.55	60	$11.00
	Election Judge Kit for Early Voting (provisional bag, table top, custom sign & flags)	$60.00	1	$20.00
	Election Judge Kit for Election Day (provisional bag, table top, custom sign & flags)	$60.00	3	$60.00
	Election Cage Kit for Early Voting	$50.00	1	$16.67
	Election Cage Kit for Election Day	$50.00	3	$50.00
	Polling Location Map(s)	$17.00	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots	$0.20	100	$20.00
			Total Supplies Charges	$256.67

	Mail in Ballots Service	Price	Quantity	Total
	Mail-in-Ballot Applications	$0.25	500	$125.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	300	$40.00
	Mail-in-Ballots Kit(s) per request	$2.00	100	$66.67
	Postage Mail-in-Ballots (per request)	$0.61	100	$20.33
			Total Mail-in Ballot Service Charges	$252.00

	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	$1,200.00	1	$600.00
	Local newspaper	$0.00	0	$0.00
			Total Advertisement/Notice Charges	$600.00

	Polling Location Rental Fees	Price	Quantity	Total
			0	$0.00
			Total Polling Location Rental Charges	$0.00

	Payroll for Election Workers	Price	Total
	Payroll for Early Voting Employees	$7,333.25	$2,444.42
	Payroll for Election Day Employees	$2,166.00	$722.00
		Total Payroll Charges	$3,166.42

	Ballot Board	Price	Quantity	Total
	Ballot Board (Other Entities)	$250.00	1	$250.00
			Total Ballot Board Charges	$250.00

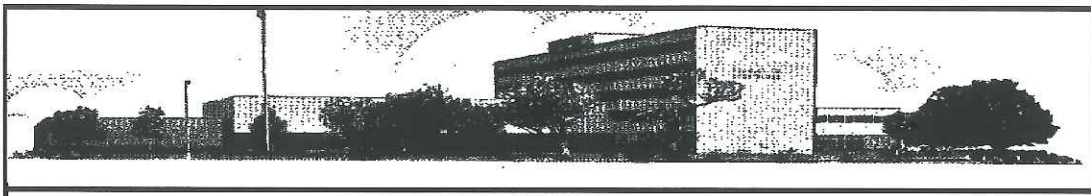
	Canvass Reports	Price	Quantity	Total
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	$50.00	0	$0.00
			Total Canvass Report Charges	$0.00

	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 9.00	1	179	$1.07
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	4	716	$15.27
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	3	51	$0.92
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	12	204	$13.06
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$30.32

	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone	$17.52	3	$17.52
			Total Cell Phone Charges	$17.52

Subtotal	$8,723.17
Administrative Fees (10%)	$872.32
ESTIMATED GRAND TOTAL	$9,595.48

EXHIBIT C



Estimated Current Lease Invoice

City-19 Precincts

General Municipal Election:	May 8, 2010		
Programming Services for iVotronic	**Price**	**Quantity**	**Total**
Base Charge per Equipment Type	$150.00	1	$150.00
Delivery/Pick-up Fee	$88.72	1	$88.72
Audio Files (Per Contest/Office/Proposition/Question File)	$10.00	4	$40.00
Audio Files (Per Candidate/Answer)	$10.00	9	$90.00
Polling Locations	$100.00	7	$700.00
iVotronic Voting Machines	$150.00	26	$3,900.00
Total iVotronic Coding Charges			$4,968.72
Early Voting Electronic Poll Book Option	**Price**		**Total**
Voter Registration Database (Per Day)	$100.00	8	$800.00
Per Polling Location Charge	$20.00	2	$40.00
Laptop Rentals (notebook, insurance, delivery fee)	$150.00	2	$300.00
Printer Labels (per vote)	$0.03	3,444	$103.32
Dymo Printer	$4.35	16	$69.60
Sprint Wireless Card	$37.99	2	$75.98
Total Electronic Poll Book Option Charges			$1,388.90
Poll Book Options	**Price**	**Quantity**	**Total**
Free digital copy for self printing	$0.00	1	$0.00
or			
Include Printing of Poll Books	$300.55	1	$300.55
Total Charge for Poll Books			$300.55
Training Options	**Price**	**Quantity**	**Total**
iVotronic scheduled trainings	$0.00	1	$0.00
or			
On-site non-scheduled iVotronic training (2 Trainers)	$100.00	0	$0.00
or			
Off-site non-scheduled iVotronic training	$50.00	0	$0.00
Off-site per person charge	$10.00	0	$0.00
Total Charges for Training			$0.00
Optional Supplies	**Price**	**Quantity**	**Total**
Provisional Bags	$2.00	0	$0.00
Small Ballot Boxes	$5.00	0	$0.00
Large Ballot Boxes	$10.00	0	$0.00
Seals (Per 10 Pack)	$1.79	0	$0.00
Combination Forms (Pack of 10)	$2.00	0	$0.00
Table Top Booths (For Provisional Ballots)	$2.00	0	$0.00
Polling Location Map	$17.00	0	$0.00
Total Supplies Charge			$0.00

Subtotal		$6,658.17
Administrative Fees (10%)		$665.82
GRAND TOTAL		$7,323.99

EXHIBIT D

2012 Estimated
Proposed Lease Invoice

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

City-19 Precincts (May Lease Contract)

6.01	Programming Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Programming	$400.00	1	$400.00
A	Additional Ballot Style(s)	$25.00	1	$25.00
A	Request Change on Programmed Ballot (Level 1 $10.00, Level 2 $25.00, Level 3 $50.00)	$0.00	0	$0.00
B	Contests/ Issues	$15.00	4	$60.00
C	Candidates/ Responses	$10.00	9	$90.00
D	Propositions/ Amendments/ Charters/ Instructions	$20.00	1	$20.00
E	Election Media per Polling Location	$100.00	7	$700.00
F	EV iVotronic Voting Machine(s)	$400.00	6	$2,400.00
G	EV ADA iVotronic Voting Machine(s)	$500.00	2	$1,000.00
H	ED iVotronic Voting Machine(s)	$250.00	13	$3,250.00
I	ED ADA iVotronic Voting Machine(s)	$299.50	5	$1,497.50
J	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
K	Election Cage Kit for Early Voting	$50.00	2	$100.00
L	Election Cage Kit for Election Day	$50.00	5	$250.00
M	Delivery/Pick-up Fee	$400.00	1	$400.00
			Total iVotronic Programming Charges	$10,210.00

6.02	Audio for iVotronic	Price	Quantity	Total
	Set up charge English/ Spanish	$300.00	1	$300.00
	Contests/ Issues	$15.00	4	$60.00
	Candidates/ Responses	$10.00	9	$90.00
	Propositions/ Amendments/ Charters/ Instructions	$20.00	1	$20.00
			Total Audio iVotronic Programming Charges	$470.00

6.03	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
	Voter Registration Database (Per Day)	$100.00	9	$900.00
	Laptop Rental	$150.00	5	$750.00
	Dymo Printer Rental	$4.35	5	$21.75
	Printer Labels (per vote)	$0.03	30603	$918.09
	Username/Password - Per Polling Location	$20.00	7	$140.00
			Total Electronic Poll Book Charges	$2,729.84

6.04	Poll Book	Price	Quantity	Total
	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

6.05	Training	Price	Quantity	Total
	iVotronic scheduled trainings (per person, per hour)	$0.00	1	$0.00
	On-site non-scheduled iVotronic training (2 Trainers)	$100.00	2	$200.00
			Total Training Charges	$200.00

6.06	Supplies	Price	Quantity	Total
	Provisional Bag(s)	$2.00	0	$0.00
	Small Ballot Box(es)	$5.00	0	$0.00
	Large Ballot Box(es)	$10.00	0	$0.00
	Seals (10 per Pack)	$1.79	0	$0.00
	Combination Forms (10 per Pack)	$2.00	0	$0.00
	Table Top Booth(s) (For Provisional Voting)	$2.00	0	$0.00
	Polling Location Map(s)	$17.00	0	$0.00
			Total Supplies Charges	$0.00

6.07		
	Subtotal	$13,157.34
	Administrative Fees (10%)	$1,315.73
	ESTIMATE GRAND TOTAL	$14,473.07

NOTE: Not all supplies are inclusive

EXHIBIT E

Estimated Current Full Contract Invoice

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION:	DATE:			
6.01	**Programming Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	1	$25.00
A	Request Change on Programmed Ballot		**$10.00**	0	$0.00
B	Audio Files (Per Contest/Office/Proposition/Question File)		**$10.00**	4	$40.00
C	Audio Files (Per Candidate/Answer)		**$10.00**	9	$90.00
D	Election Media per Polling Location(s)		**$100.00**	7	$700.00
E	iVotronic Voting Machine(s)		**$150.00**	19	$2,850.00
F	ADA iVotronic Voting Machine(s)		**$150.00**	7	$1,050.00
G	Delivery/ Pick-up Fee		**$400.00**	1	$400.00
				Total iVotronic Programming Charges	**$5,305.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	5	$750.00
C	Printer Labels (per vote)		**$0.03**	30603	$918.09
D	Username/Password - Per Polling Location		**$20.00**	7	$140.00
				Total Electronic Poll Book Charges	**$2,708.09**
6.03	**Poll Book**		**Price**	**Quantity**	
	Printing of Poll Book(s)			0	
				Total Poll Book Charges	**$0.00**
6.04	**Training**	**Workers**	**Price**	**Hour**	**Total**
	iVotronic scheduled trainings (per person, per hour)	35	**$7.00**	3	$735.00
				Total Training Charges	**$735.00**
6.05	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	640	$352.00
	Election Day Combination Forms		**$0.55**	640	$352.00
	Election Judge Kit for Early Voting (provisional bag, table top, custom sign & flags)		**$35.00**	2	$70.00
	Election Judge Kit for Election Day (provisional bag, table top, custom sign & flags)		**$35.00**	5	$175.00
	Polling Location Map(s)		**$17.00**	7	$119.00
	100 Sample ballots provided. Additional Copies of Sample Ballots		**$0.20**	100	$20.00
				Total Supplies Charges	**$1,088.00**
6.06	**Mail in Ballots Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	1000	$250.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	950	$380.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	300	$600.00
	Postage Mail-in-Ballots (per request)		**$0.61**	300	$183.00
				Total Mail-in Ballot Service Charges	**$1,413.00**
6.07	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,200.00**	1	$1,200.00
	Local newspaper		**$650.00**	1	$650.00
				Total Advertisement/Notice Charges	**$1,850.00**
6.08	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.09	**Payroll for Election Workers**			**Price**	**Total**
	Payroll for Early Voting Employees			**$8,906.00**	$8,906.00
	Payroll for Election Day Employees			**$3,610.00**	$3,610.00
				Total Payroll Charges	**$12,516.00**
6.10	**Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board (Other Entities)		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.11	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	0	$0.00
	Additional Canvass Reports		**$50.00**		$0.00
				Total Canvass Report Charges	**$0.00**
6.12	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	2	216	$7.78
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	8	864	$110.59
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	5	85	$7.65
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	20	340	$108.80
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$234.82**
6.13	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	5	$87.60
				Total Cell Phone Charges	**$87.60**
6.14				**Subtotal**	**$26,187.51**
				Administrative Fees (10%)	**$2,618.75**
				ESTIMATED GRAND TOTAL	**$28,806.26**

EXHIBIT F

Estimated Proposed Full Contract

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

City-19 Precincts (May Full Contract)

	Programming Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Programming	$400.00	1	$400.00
A	Additional Ballot Style(s)	$25.00	1	$25.00
A	Request Change on Programmed Ballot (Level 1 $10.00, Level 2 $25.00 Level 3 $50.00)	$0.00	0	$0.00
B	Contests/ Issues	$15.00	4	$60.00
C	Candidates/ Responses	$10.00	9	$90.00
D	Propositions/ Amendments/ Charters/ Instructions	$20.00	1	$20.00
E	Election Media per Polling Location(s)	$100.00	7	$700.00
F	EV iVotronic Voting Machine(s)	$300.00	6	$1,800.00
G	EV ADA iVotronic Voting Machine(s)	$350.00	2	$700.00
H	ED iVotronic Voting Machine(s)	$199.50	13	$2,593.50
I	ED ADA iVotronic Voting Machine(s)	$250.00	5	$1,250.00
J	Delivery/ Pick-up Fee	$400.00	1	$400.00
			Total iVotronic Programming Charges	$8,038.50

6.02	Audio for iVotronic	Price	Quantity	Total
A	Set up charge English/ Spanish	$300.00	1	$300.00
B	Contests/ Issues	$15.00	4	$60.00
C	Candidates/ Responses	$10.00	9	$90.00
D	Propositions/ Amendments/ Charters/ Instructions	$20.00	1	$20.00
		Total Audio iVotronic Programming Charges		$470.00

6.03	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	Voter Registration Database Access (Per Day)	$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	5	$750.00
C	Printer Labels (per vote)	$0.03	30603	$918.09
D	Username/Password - Per Polling Location	$20.00	7	$140.00
		Total Electronic Poll Book Charges		$2,708.09

6.04	Training	Workers	Price	Hour	Total
	iVotronic scheduled trainings (per person, per hour)	35	$7.00	3	$735.00
				Total Training Charges	$735.00

6.05	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	$0.55	640	$352.00
	Election Day Combination Forms	$0.55	640	$352.00
	Election Judge Kit for Early Voting (provisional bag, table top, custom sign & flags)	$60.00	2	$120.00
	Election Judge Kit for Election Day (provisional bag, table top, custom sign & flags)	$60.00	5	$300.00
	Election Cage Kit for Early Voting	$50.00	2	$100.00
	Election Cage Kit for Election Day	$50.00	5	$250.00
	Polling Location Map(s)	$17.00	7	$119.00
	100 Sample ballots provided. Additional Copies of Sample Ballots	$0.20	100	$20.00
			Total Supplies Charges	$1,613.00

6.06	Mail in Ballots Service	Price	Quantity	Total
	Mail-in-Ballot Applications	$0.25	1000	$250.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	950	$380.00
	Mail-in-Ballots Kit(s) per request	$2.00	300	$600.00
	Postage Mail-in-Ballots (per request)	$0.61	300	$183.00
			Total Mail-in Ballot Service Charges	$1,413.00

6.07	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	$1,200.00	1	$1,200.00
	Local newspaper	$650.00	1	$650.00
			Total Advertisement/Notice Charges	$1,850.00

6.08	Polling Location Rental Fees	Price	Quantity	Total
			0	$0.00
			Total Polling Location Rental Charges	$0.00

6.09	Payroll for Election Workers	Price	Total
	Payroll for Early Voting Employees	$8,906.00	$8,906.00
	Payroll for Election Day Employees	$3,610.00	$3,610.00
		Total Payroll Charges	$12,516.00

6.10	Ballot Board	Price	Quantity	Total
	Ballot Board (Other Entities)	$250.00	1	$250.00
			Total Ballot Board Charges	$250.00

6.11	Canvass Reports	Price	Quantity	Total
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	$50.00	0	$0.00
			Total Canvass Report Charges	$0.00

6.12	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 9.00	2	216	$7.78
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	8	864	$110.59
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	5	85	$7.65
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	20	340	$108.80
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$234.82

6.13	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone	$17.52	5	$87.60
			Total Cell Phone Charges	$87.60

Subtotal	$29,916.01
Administrative Fees (10%)	$2,991.60
ESTIMATED GRAND TOTAL	$32,907.61

EXHIBIT G

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Monday, August 15, 2011 10:48 AM
To: yvonne.ramon@co.hidalgo.tx.us
Cc: joaquin.garcia@co.hidalgo.tx.us; 'Seferino Garza'; amanda.valdez@co.hidalgo.tx.us
Subject: Facilities Solutions In Response to Senate Bill 100

Dear Ms. Ramon,
As a result of the **impact of Senate Bill 100** to your department and the capabilities you must provide as a result, your space needs as I understand it are as follows:

- Need space for approximately 430 more voting machines and cages.
- Need space for 4 more full-time employees.
- Need space for 5 more part-time employees.

Mitigating circumstances/existing constraints are as follows:

- There is no more office space in the already over-crowded Elections Office Bldg. (7,516 sq. ft.) to house additional personnel.
- There is no more storage space in the Elections Warehouse to store additional voting machines and cages, even after completion of the current "addition" project. That's because the "addition" is to provide 3 classrooms and a shredder area. Due to site layout and building use needs, it is not viable to make the "addition" larger to accommodate the above mentioned "Senate Bill 100" needs.
- The County does not possess any viable "buildable" land in close proximity to the existing Elections facilities.

As a result, please consider the following options to evaluate further:

- **Temporary Solution**: Buy climate controlled Cuartitos to store the voting machines/cages in the empty parking lot to the North of the Elections Warehouse. 430 sets of them would require 27 Cuartitos at 16 sets per Cuartito. At approximately $7,500 each, the total cost would be approx. $202,500 on the high side (probably would be 30% less with competitive bidding, or approx. $141,750). It would take 30 days to advertise for bids and award one, then another 30 days for lead time on the product to be delivered, such that the entire timeline would be approximately two months.
- **Long-term Solution**: Demolish the existing Purchasing Dept./Fixed Assets Surplus Warehouse (approx. 3,726 sq. ft., non-climate controlled, uninsulated steel bldg.) adjacent to the Elections Warehouse at an approximate cost of $37k. There is empty parking space around the building, 75' to the South and 51' to the West. Allowing for a 10' setback in both directions, and given the surrounding parking sites leftover, there is room enough to build a much larger building and still have adequate parking. Build a 95' x 134' (12,730 sq. ft.) insulated, climate controlled half office/half warehouse, 2-story facility in the area described. Half of the floor plan is approx. 6,365 sq. ft. In the half which would be offices, it would be 2 stories of office space, or about 12,730 sq. ft. of office space. This is approx. 40% more office space than the current Elections Office Bldg. and would serve to accommodate the immediate growth need, as well as any near future growth needs. The other half of the warehouse would be approx. 20' high warehouse rack storage space of approximately 6,365 sq. ft. Allowing for aisle space, etc. only about 70% of the square footage, or about 4,455 sq. ft. would be actually available for storage. However, the storage rack system 3 racks high would triple the amount of available storage space bringing it to approx. 13, 365 sq. ft. Obviously, this is much more storage space than the existing 3,726 sq. ft. facility on the site now. Currently, the 118 voting machine/cages require approx. 1,800 sq. ft., so an additional 430 of them would require an additional 6,560 sq. ft. of storage space. That space need combined with Purchasing Fixed Assets' Surplus Warehouse space need of 3,726 sq. ft. totals 10,286 sq. ft. So, 13,365 sq. ft. of total storage provided by a 3-tier warehouse rack system would exceed the current total need by about 23%, thus allowing for near future growth. The budgetary cost of the building is $150/sq. ft., or approximately $1,909,500.

Each 3-tier, 27'L x 16'H x 3-1/2'W x 9 cell rack costs approximately $12,150. 32 of them would fit into the warehouse space in the new facility such that the cost of the racking would be $388,800. A reasonable budgetary figure for the required forklift would be approximately $45k for a re-built used one, approximately $70k new. The total budgetary cost of this long-term solution as described would be approximately $2,298,370.

Possible additional benefit to the County:

- If Commissioners' Court decided that the "Long-term Solution" described above would be in the best interest of the County, it would free up the Elections Office Bldg. to be renovated into a Court Room and Offices which could **accommodate County Court at Law #8** expected to be seated in late 2012 or early 2013? The new facility at the site of the Surplus Warehouse would take 9 months to build. The Elections Office Bldg. could be renovated into a Court Room and Offices in approximately 90 days. Renovation of the latter could not take place until construction is completed on the former since the Elections Dept. needs to be in continuous operation. PE/Architectural services and finalization of plans would take 90 days. Solicitation of JOCs and/or Interlocal Coop. Vendors to do the construction work and awarding the job would take 30 days. All told, that sequence as described would require approximately 16 months. If it were initiated by October, the New Elections Office Bldg.& Warehouse/Purchasing Fixed Assets Surplus Warehouse would be ready for move in by approximately Sept./Oct. of 2012 and the County Court at Law #8/Old Elections Office Bldg. would be ready for move in by Dec. 2012/Jan. 2013.

If you have any questions or concerns, please do not hesitate to call. Thank you for the opportunity to be of service regarding your facilities planning needs.
Respectfully,

Rick Sunday
BS Commerce & Engineering, MBA, Member- Association of Energy Engineers
Infrastructure Systems Div. Mgr., Facilities Mgt., County of Hidalgo
956-289-7858, richard.sunday@co.hidalgo.tx.us: "Lower Total Cost Solutions & Greater Productivity In Facilities Improvement to Meet Internal Customer-focused Needs for a Better Work Environment while Optimizing Tax-payer Dollars."

PROPOSED SOLUTIONS TO SB 100 & SB 1402

Hidalgo County
Elections Department

Summary of SB 100 & SB 1402

- SB 100 requires that Military ballots be mailed 45 days prior to Election Day;
- SB 1402 which is exclusive to Hidalgo County allows the community to petition their governing boards to Full Contract with the Elections Department for that calendar year;
  - NOTE: All recommendations proposed meet both Senate Bill requirements.

Proposal A – Entity moving election from May to November and full contract with the county

- NOTE: Leasing services would not be provided in either May or November uniform election date;
- Entities ballot will be joint with the County's ballot;
  - See Exhibit A – Current estimated cost of Lease May Contract;
  - See Exhibit B – Estimated cost if Lease May Contract moves from May to November; based on 4 precincts and sharing cost amongst county and 3 entities.

Comparison cost for Proposal A Entity moving May to November

May Limited Uniform Election Date

- Total Cost: $5,736.58
  - Stand alone election.
  - See Exhibit A

November General Election Date

- Total Cost: $9,595.48
  - Shared cost with County and 3 Entities;
  - On Election Day, entity's polling locations increase.
  - See Exhibit B

Questions

- Questions on Proposal A?

Proposal B – Even year entities change their uniform election date to odd years.

- NOTE: Leasing services not available to contract with county for entities remaining in even number years or on uniform election dates;
  - Cost would remain the same;
  - Changing to an odd year - no conflict with the county's primary and primary runoff;
  - County able to provide full contract and leasing options to all entities (odd number years only);
  - No need to hire additional personnel and purchase additional voting machines, licenses and equipment.

Questions

- Questions on Proposal B?

Proposal C – Continue to provide full contract and leasing services on May even numbered years.

To continue providing services as they are now…

Continue Status Quo

Item	Price	Total Cost
10 iVotronics	$ 1,500.00	$15,000.00
25 ADA iVotronic	$ 1,695.00	$42,375.00
75 iVotronics	$ 1,595.00	$119,625.00
Maintenance	$ 95.00	$ 10,450.00
Shipping		$ 8,000.00
5 Employees		$142,000.00
Computer/Equip		$3,500.00
Office Equipment		$5,000.00
50 Cages w/Covers	$ 628.01	$31,000.00
Software License		$3,000.00
Server		$5,000.00
		$384,950.00

- 10 iVotronics purchased from Starr County;
- 100 refurbished iVotronics purchased from ES&S;
- Hire 5 Additional Full-Time Employees;
- Purchase 50 Cages;
- Purchase additional supplies.

Purchase vs. Leasing Voting Equipment

Purchase iVotronics (Refurbished)

- Total Cost - $162,000.00
  - 25 ADAs
  - 75 iVotronics
    - ADA iVotronic - $1695.00
    - iVotronic - $1595.00
    - Shipping - ??

Lease iVotronics (Refurbished) (Minimum 200)

- Total Cost - $97,500.00
  - 75 ADAs
  - 125 iVotronics
    - ADA iVotronic - $500.00
    - iVotronic - $400.00
    - Shipping - $10,000.00

Proposed changes to billing

Current lease invoice

- Total Cost: $7,323.99
  - See Exhibit C

Proposed lease increases

- Total Cost: $14,473.07
  - See Exhibit D

Current full contract invoice

- Total Cost: $28,806.06
  - See Exhibit E

Proposed full contract increases

- Total Cost: $32,907.61
  - See Exhibit F

NOTE: Amounts are figured on a 19 Precinct Entity with 7 Polling Locations.

Election Code Sec. 123.032 (d)

- The maximum amount that a county in which a political subdivision is wholly or partly situated may charge the political subdivision for leasing county-owned equipment is 10 percent of the purchase price of the equipment for each DAY the equipment is leased.
  - Original purchase price of one (1) ADA was $2,995.00
    - 10% is $299.50 per day
    - 9 Days of Early Voting (May) = $2,695.50 vs. $500.00 proposed charge for entire election per ADA
  - Original purchase price of one (1) iVotronic was $2,500.00
    - 10% is $250.00 per day
    - 9 Days of Early Voting (May) = $2,250.00 vs. $400.00 proposed charge for entire election per iVotronic

What we provide vs. What we charge and what the county incurs

	2011	2010
Total Costs For Elections	$255,606.15	$495,708.75
Total Billed/Invoiced	$145,665.97	$441,335.02
County Incurred Charges	**$109,940.18**	**$54,373.73**

- Total yearly maintenance charges - $185,194.87
  - Voting Machines
  - Software/Firmware

Questions

- Questions on Proposal C?

In Summary…

- The proposals listed are a short term solution for the upcoming 2012 Primary Election year.
  - Issues that need to be addressed for a long term solution include needed space for additional:
    - Personnel
    - Workspace
    - iVotronic Voting Machines
    - Equipment
      - See Exhibit G

Proposal D – Original Proposed Plan of Action

- County no longer provides leasing services
- Requires:
  - One (1) additional employee
    - $27,000.00
  - One (1) additional server
    - $5000.00
  - Five (5) additional temporary employees
    - $85,000.00
  - One (1)Software Licenses
    - $3,000.00
  - Total Cost: $120,000.00

Questions

- Questions on Proposal D?

AI-28241 **18. B.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion and approval of Appointment of Democratic Presiding Election Judges and Alternate Election Judges for the August 1, 2011 through the July 31, 2012 term.

2. Discussion and approval of Appointment of Republican Presiding Election Judges and Alternate Election Judges for the August 1, 2011 through the July 31, 2012 term.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Democrat Judge's List

Republican Judge's List

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 04:04 PM
Roland Garcia	Rolando Garcia	08/25/2011 08:58 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Amanda Valdez Started On: 08/24/2011 03:34 PM

Final Approval Date: 08/25/2011

HCDP
Election Judges and Clerks
Database

Last Name	First Name	Mailing Address	City	State	Zip
Acosta	Oralia	Box 8411/ 816 E. Duranta	Alamo	Tx	78516
Acosta	Ismael	Box 8411	Alamo	Tx	78516
Alaniz	Francisca	2919 Lissner Ave.	Donna	Tx	78537
Alaniz	Martha	2007 De Leon Ave.	Donna	Tx	78537
Alonso	Maria del Carmen	1609 Oregon	Weslaco	Tx	78596
Alvarez	Zulema	Bx 4409 N.	Alamo	Tx	78589
Alvarez	Richard	810 Boardwalk	Edinburg	Tx	78539
Antoniuk	Donna	301 Condor Ave	McAllen	Tx	78504
Aranda	Olya	P.O. Box 334	Hargill	Tx	78549
Arellano	Emerson	813 Rankin	Mission	Tx	78572
Arevalo	Eduvina S.	512 N. Francisco	Mission	Tx	78572
Arriaga	Amber	1050 nolana	Donna	Tx	78537
Arriaga	Arturo	1050 nolana	Donna	Tx	78537
Ashley-Fridie	Beverly F.	2701 Fountain Plaza Blvd.	Edinburg	Tx	78539
Azoca	Maria L.	205 So. Cantu	Weslaco	Tx	78596
Balderas	Maria G.*	618 E. 3rd St,	Mission	Tx	78572
Barnes	Micheal	P.O. Box 405	Edcouch	Tx	78538
Barnes	Richard H.*	1624 N. 29th Street	McAllen	Tx	78501
Barnes	Michael	212 N. Reyes Ave	Edcouch	Tx	78538
Barreiro	Sylvia L.	3101 N. 28 1/2	McAllen	Tx	78501
Barreiro	Gilbert	4309 Ira Rd.	Mission	Tx	78574
Barrientos	Blanca F.	1401 S. 4th St.	Edinburg	Tx	78539
Bates	Barbara Ann*	6020 Wells Spring Dr.	McAllen	Tx	78504
Bazan	Amparo	P.O. Box 1088	Elsa	Tx	78543
Benavides	Yvonne	423 Cardinal St	Sullivan	Tx	78595
Blanco	Ma. Sylva	2424 Briarway St.	Mission	Tx	78574
Borrego	Jose A. Jr.*	1409 S. 3rd Ave.	Edinburg	Tx	78539
Brenneman	Virginia	100 E. Hackberry #95	McAllen	Tx	78501
Cabriales	Eduardo	2928 Mile 9 N.	Mercedes	Tx	78570
Calderon	Crystal	1409 Lucksinger Rd.	Mission	Tx	78572
Canales	Arnulfo	1008 Lexington Circle	Edinburg	Tx	78539
Canales	Beatriz	1008 Lexington Circle #7	Edinburg	Tx	78539
Cantu	Alberto	814 S. 2nd Ave	Edinburg	Tx	78539
Cantu	John E.	1424 E. Samano	Edinburg	Tx	78539
Cantu	Maria I.	814 S. 2nd Ave	Edinburg	Tx	78539
Cantu	Richard J.	1906 E. Cano St.	Edinburg	Tx	78542
Cantu	Varely	2310 N. Lincoln Ave	San Juan	Tx	78589
Cantu	Brenda	4020 Mac Dr.	Weslaco	Tx	78596
Cantu	Lucinda	124 San Jacinto	Mission	Tx	78572
Carcano	Valarie Vanessa	2215 Carla Marie	Edinburg	Tx	78539
Cardenas	Sofia M.	P.O. Box 252	Donna	Tx	78537
Cardenas	Alfonso	1308 S. Juniper	Pharr	Tx	78577
Carrera	Julian "Danny"	300 Solar	Mission	Tx	78574
Carrera	Ashley A.	703 W. 2 Mile Ln.	Mission	Tx	78574
Casares	Estela*	615 S. Oklahoma	Weslaco	Tx	78596
Casares	Monica	615 S. Oklahoma	Weslaco	Tx	78596
Castillo	Jessica M.	566 Marie Dr.	Donna	Tx	78537
Castillo	David R.	569 Marie Dr.	Donna	Tx	78537
Castillo	Maria T.	566 Marie Dr.	Donna	Tx	78537
Castillo	Louis J.	P.O. Box 341	Elsa	Tx	78543
Castillo	Jeremy	P.O. Box 675	Elsa	Tx	78543
Castillo	Genaro*	1707 mobile St.	McAllen	Tx	78501
Castillo-Perez	Nora Lisa	P.O. Box 675	Elsa	Tx	78543
Castro	Ruth	P.O. Box 1653	Elsa	Tx	78543
Castro	Susana L.	6852 W. Military Rd.	Mission	Tx	78572
Cavazos	J.*	1905 Pelican Ave.	McAllen	Tx	78501
Cavazos	Alejandra	1491 W. International #2	Weslaco	Tx	78596
Cazares	Carmen	6608 Azul Ln.	Pharr	Tx	78577
Cervantez	Elizabeth M	P.O. Box 1453	Weslaco	Tx	78599

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Last Name	First Name	Mailing Address	City	State	Zip
Chapa	Guadalupe	P.O. Box 1017	Pharr	Tx	78577
Chavez	Irma	Box 3605	Alamo	Tx	78516
Chavez	Irma	741 Ellis Box 3605	Alamo	Tx	78516
Cisneros	Blanca	P.O. Box 1323	Elsa	Tx	78543
Codina	Daniel V.	413 N. 6th St.	McAllen	Tx	78501
Contreras	Mary L.	2400 South 26th	McAllen	Tx	78503
Cordova	Norman	121 S. 8th	Donna	Tx	78537
Cruz	Manuel A.	3102 Monterre St.	Hidalgo	Tx	
Cuellar	Paul	3605 Northwestern	McAllen	Tx	78504
Davila	Belsy C.	6504 Charro St.	Mission	Tx	78574
De La Rosa	Minerva	1215 A Chris Circle	Edinburg	Tx	78539
de la Garza	E. "Kika"	608 Wisteria	McAllen	Tx	78504
de la Rosa	Buddy	1210 Haclenda Del Sol	Weslaco	Tx	78596
De Leon	Maricela	Rt. 16 Box 439-7	Edinburg	Tx	78539
De Leon	Maricela	6302 Jo Din Drive	Edinburg	Tx	78539
De Luna	Jennifer	130 Russel Court	Hidalgo	Tx	78557
Del Bosque	Yolanda	1117 No. 22nd St.	McAllen	Tx	78501
Delgado	Micaela	P.O. Box 717	Edcouch	Tx	78538
Diaz	Denise	1217 Montemayor Ln.	Edinburg	Tx	78539
Diaz	Abigail	P.O. Box 641	La Blanca	Tx	78558
Dougherty	Janelle	128 E. Vine	McAllen	Tx	78501
Dougherty	Fafael	128 E. Vine	McAllen	Tx	78501
Escobedo	Eliasar	1500 N. Glasscock Rd.	Mission	Tx	78572
Espinoza	Brado Rene	3601 Yvette Dr	Pharr	Tx	78577
Espinoza	Lucerito	3001 Hermosillo	Weslaco	Tx	78596
Espinoza	Sylvia*	3001 Hermosillo	Weslaco	Tx	78596
Espinoza	Magda*	Rt. 6 Box 541 F	Weslaco	Tx	78596
Fernandez	Ruby A.	P.O. Box 520	Edcouch	Tx	78538
Field	Jackie*	P.O. Box 3927	McAllen	Tx	78502
Flores	Esperanza L.	2313 Sandstone Dr.	Mission	Tx	78574
Flores	Gerardo Sr.	2400 La Paloma Dr.	Palmview	Tx	78572
Franco	Dahlia L.	1112 Orange St	Mercedes	Tx	78570
Fuentes	Mercedes M.	505 So. 28th St.	McAllen	Tx	78501
Garay	Edgar	2006 Cedar St.	Denitas	Tx	78576
Garcia	Edna	Box 2901 / 503 E. Bowie	Alamo	Tx	78589
Garcia	Cristy	P.O. Box 3956	Edcouch	Tx	78538
Garcia	Adan	2605 Naranja Drive	Mission	Tx	78574
Garcia	Mericelda*	1201 Ash Dr.	Mission	Tx	78572
Garcia	Gerardo R.*	P.O. Box 200	Pharr	Tx	78577
Garcia	Monica*	6608 Azul Ln.	Pharr	Tx	78577
Garcia	Flor E.	P.O. Box 1191	San Juan	Tx	78589
Garcia	Julio	P.O. Box 5073	McAllen	Tx	78501
Garcia	Imelda	1408 Hooper St.	San Juan	Tx	78589
Garcia	Rolando*	603 N. Esperanza	Pharr	Tx	78577
Garcia	Ercilia Z.	P.O. Box 200	Pharr	Tx	78577
Garcia	Albert	113 Rio Grande Drive	Mission	Tx	78572
Garcia	Romeo J.	P.O Box 35	Linn	Tx	78563
Garcia	Javier	2811 Guajillo	Edinburg	Tx	78541
Garcia	Ricardo	133 East 17th	Mercedes	Tx	78570
Garcia	Dalila A.	222 W. University Dr	Edinburg	Tx	78539
Garcia	Mario T.	731 W. 10th	Mercedes	Tx	78570
Garcia	Angelica	P.O. Box 35	Linn	Tx	78563
Garcia	Leticia	5510 N. Cage	Pharr	Tx	78577
Garcia	Sandra Denise	109 E. Baylor	McAllen	Tx	78504
Garcia	Joel	713 Melos Ln.	Palmview	Tx	78574
Garcia	Letty	1717 Pebble Dr	Mission	Tx	78574
Garcia	Irma	3508 North Shary Road	Palmhurst	Tx	78573
Garza	Jacqueline M.	2606 Torreon St.	Hidalgo	Tx	78557
Garza	Juanlino	P.O. Box 141	Linn	Tx	78563

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Last Name	First Name	Mailing Address	City	State	Zip
Garza	Eleanor	301 E. La Vista #36	McAllen	Tx	78501
Garza	Rumaldo Jr.	2538 lindberg	McAllen	Tx	78501
Garza	Jaime E.	13295 Virginia	Mercedes	Tx	78570
Garza	Elena	P.O. Box 1291	Mission	Tx	78573
Garza	Teresa R.	8400 North Doffing Rd.	Mission	Tx	78574
Garza	Daniel E.	3505 Cognac Dr.	Pharr	Tx	78577
Garza	Marla E.	4600 N. Minnesota Rd.	Mission	Tx	78574
Garza	Santos Graciela	6568 S. Fm 494	Mission	Tx	78572
Garza	Aimee	6688 El Camino real	Mission	Tx	78572
Garza	Rafael "Ralph"	6667 El Camino Real	Granjeno	Tx	78572
Garza*	Gloria	6688 El Camino real	Mission	Tx	78572
Garza, 111	Luciano "Chano" S.	3515 Pecan Grove	Weslaco	Tx	78596
Garza-Uresti	Rita	1005 E. Veteran's Blvd.	Palmview	Tx	78572
Gaytan	Kristian	604-Horizon Peak #4	Edinburg	Tx	78539
Gil	Rolando	1912 Barreda Cir		Tx	
Gomez	Iris	4117 Margarita St.	Edinburg	Tx	78542
Gomez	Ada	103 Amy Drive	San Juan	Tx	78589
Gonzalez	San Juanita N.	P.O. Box 831	Edinburg	Tx	78540
Gonzalez	Gloria*	3614 N. 40 ln.	McAllen	Tx	78501
Gonzalez	Yolanda	6828 C St.	Mercedes	Tx	78570
Gonzalez	Pauline	P.O. Box 254	Pharr	Tx	78577
Gonzalez	Blanca Estela	702 Alameda St.	San Juan	Tx	78589
Gonzalez	Corina	201 Cougar St.	San Juan	Tx	78589
Gonzalez	Israel*	806 W. Sam Houston	San Juan	Tx	78589
Gonzalez	Mary D.	806 W. Sam Houston	San Juan	Tx	78589
Gower	Stephanie	1500 N. Sugar Rd.	Pharr	Tx	78577
Gower	John-Davis	1500 N. Sugar Rd.	Pharr	Tx	78577
Gower	Leslie	712 Walnut	McAllen	Tx	78501
Granados	Francisca	921 N. Iowa Ave	Weslaco	Tx	78596
Green	Hilda R.	403 S. Cynthia	McAllen	Tx	78501
Guajardo	Ruben "Chano"	1930 Royal Palm Dr	Mercedes	Tx	78570
Guajardo	Eleazar	3611 Yvette Drive	Pharr	Tx	78577
Guerra	Richard J.	39830 N. Hwy. 281	Edinburg	Tx	78542
Guerra	Irma Leticia	701 E. Chicago	McAllen	Tx	78501
Gunter	Christina G.*	321 East Hawk Ave.	Pharr	Tx	78577
Gutierrez	Diana	Box 4006	Alamo	Tx	78516
Gutierrez	Yolanda	P.O. Box 1340	Hidalgo	Tx	78557
Gutierrez	Jose M.	3008 La Vista Ave	McAllen	Tx	78501
Gutierrez	Anneth I.	1621 Rose Wood	Mission	Tx	78574
Guzman	Henrietta	207 E. Jackson Ave	McAllen	Tx	78501
Guzman	Francisco J.	P.O. Box 335	San Juan	Tx	78589
Hart	Charls	P.O. Box 4945	Palm	Tx	
Hearn	Kathryn*	208 W. Fern Ave	McAllen	Tx	78501
Henriquez	Yezenia	107 W. Alice St.	Harlingen	Tx	78550
Henry	Ashlee	12418 Shary Rd	Mission	Tx	78573
Hernandez	Albert	3015 Walnut Ave.	McAllen	Tx	78501
Hernandez	Manuel	1101 So. 1st	McAllen	Tx	78501
Hernandez	Ofelia T.	2120 Diaz Ave	McAllen	Tx	78503
Hernandez	Alejandro R.	3416 La Vista	McAllen	Tx	78501
Hernandez	Martin	6402 E. St.	Mercedes	Tx	78570
Hernandez	Elizabeth	2319 Paris St.	Mission	Tx	78574
Hinojosa	Abel	1310 E. Samano	Edinburg	Tx	78541
Hinojosa	Maria Luisa	807 South Illinois Ave.	Weslaco	Tx	78596
Hinojosa-Martinez	Junaita	300 N. Liberty	Weslaco	Tx	78596
Ibarra	Olga	3012 S. Garza St.	Edinburg	Tx	78539
Jackson	Stephanie	723 Royale Ln.	Alamo	Tx	78589
Jackson	Carmen R.*	608 Heron Ave.	McAllen	Tx	78504
Jilpas	Imelda*	3201 Melissa St.	Mercedes	Tx	78570
LaVigne	James W.	2301 N. Abram Rd #536	Mission	Tx	78572

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Last Name	First Name	Mailing Address	City	State	Zip
Leal	Alyssa	P.O. Box 749	Elsa	Tx	78543
Leal	Mario R.	1017 N. 20th St	McAllen	Tx	78501
Ledesma	Lilia	1406 W. Jonquil	McAllen	Tx	78501
Lomas	Mercedita	903 Miguel Hidalgo	San Juan	Tx	78589
Longoria	Eudelia	901 N. 27 1/2	McAllen	Tx	78501
Longoria	Oscar	5314 W. Mile 5 Rd.	Mission	Tx	78574
Lopez	Gloria*	2201 Jeremiah St.	Edinburg	Tx	78542
Lopez	Juanita	620 E Fay	Edinburg	Tx	78539
Lopez	Maria Elena	1202 So. 8th Ave.	Edinburg	Tx	78539
Lopez	Francisco D.*	P.O. Box 86	Hargill	Tx	78549
Lopez	Martin	5439 mile 8 Rd.	Mission	Tx	78574
Lovelace	Richard	6008 N. 36th Ln	McAllen	Tx	78504
Lozano		1041 El Paseo Dr.	Alamo	Tx	78516
Lozano	Esmeralda C.	3501 Audrey Ln.	Edinburg	Tx	78541
Lozano	Nicholas	3501 Audrey Ln.	Edinburg	Tx	78541
Lozano	Alicia	2014 Verdin Ave	McAllen	Tx	78504
Lozano	Aurora	1009 Valley View Dr.	Weslaco	Tx	78596
Lugo	Rosa Maria*	P.O. Box 904	Edinburg	Tx	78540
Luna	Luis C.	1008 South 3rd St.	Edinburg	Tx	78539
Luna	Aurora*	1805 Thornton	Mission	Tx	78572
Luna	Richard	1805 Thornton	Mission	Tx	78572
Maldonado	Jennifer	305 Colonial Ave.	Donna	Tx	78537
Maldonado	Laura	305 Colonial Ave.	Donna	Tx	78537
Maldonado	Juan J.	504 E. Sioux Rd	San Juan	Tx	78589
Manoharan	Yalini	1108 S. Pelling St.	McAllen	Tx	78501
Marler	Janice M.	1607 Sun Street	Mission	Tx	78572
Martinez	Nora	220 N. Jo Beth St.	Alton	Tx	78573
Martinez	Virginia M.	2314 Crestview Dr.	Edinburg	Tx	78539
Martinez	Elisa*	119 Saltillo St.	Edinburg	Tx	78539
Martinez	Jesus R.	2606 Torreon St.	Hidalgo	Tx	78557
Martinez	Susana G.	2100 Camelia	McAllen	Tx	78501
Martinez	Sylvia M.	P.O. Box 394	Weslaco	Tx	78599
Martinez	Juanita	300 N. Liberty	Weslaco	Tx	78575
Martinez	Ricardo "Rick"	4210 Chula Vista	Pharr	Tx	78577
Mata	Antonia R.	1607 Savannah Ave.	McAllen	Tx	78503
McCall	Julio	P.O. Box 4373	Edinburg	Tx	78539
McGurk	Michael	1400 Shay Lane	Edinburg	Tx	78539
Mclane	Maria Luisa	3012 N. 16th St.	McAllen	Tx	78501
Medrano	Valentina	603 Lee Garza St.	Weslaco	Tx	78596
Mendez	Mary Lou	109 W. Adkins St	Edcouch	Tx	78538
Mexicano	Mark	2313 E. Kantunil Ave	Alton	Tx	78573
Miranda	Rosemary	1202 W. Maple Ave	McAllen	Tx	78501
Montemayor	Olivia	1217 Monterrey Ln.	Edinburg	Tx	78541
Montemayor	Herlinda*	2901 E. Hwy 281	Hidalgo	Tx	78557
Montemayor	Jose T.*	1419 Perkins Ave.	Mission	Tx	78572
Montemayor	Maria L.	1419 Perkins Ave.	Mission	Tx	78572
Montoya	Hugo A.	P.O. Box 702	Mission	Tx	78572
Moreno	Mario J.	566 Marie Dr.	Donna	Tx	78537
Moreno	Renee Jolie	3203 Paleta St.	Donna	Tx	78537
Moreno	Daniel	3907 Aggassi Drive	Weslaco	Tx	78596
Morrison	Josefina V.	P.O. Box 720994	McAllen	Tx	78504
Mungia	Susana	919 Azalia Street	Hidalgo	Tx	78557
Narvaez	Andy	1010 S. Hulsack	Pharr	Tx	78577
Nichols	Christopher M.	2018 N. Shary Rd.	Mission	Tx	78572
Nino	Celia	1124 So. 16	Edinburg	Tx	78539
Nino	Martha	2526 Colbath Rd.	McAllen	Tx	78503
Noyola	Rachel H.*	2220 Camellia	McAllen	Tx	78501
Ochoa	Lorie	2204 N. H Street	McAllen	Tx	78501
Ojeda	Veda	1800 Juniper St. Apt 3	Pharr	Tx	78577

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Last Name	First Name	Mailing Address	City	State	Zip
Olivarez	Elisa Y.	4309 Ira Rd.	Mission	Tx	78574
Olivarez	John M.	4203 Rio Grande Ln.	Mission	Tx	78574
Olivarez	Oscar E.	4309 Ira Rd.	Mission	Tx	78574
Olivarez	Samantha	414 N. Esperanza	Pharr	Tx	78577
Oropez	Rey	1405 La Cienga	Weslaco	Tx	78596
Ortiz	Lilia	2228 Lusby St.	Mission	Tx	78574
Pena	Eric		Edinburg	Tx	78541
Pena	Aron L.	1418 S. 13th St.	Edinburg	Tx	78539
Pena	John	102 West 10th Street	La Joya	Tx	78560
Pena	Aron	1418 S. 13th St	Edinburg	Tx	78539
Peralez	Hector	1707 mobile St.	McAllen	Tx	78501
Perez	Julian	1918 N. Monmack	Edinburg	Tx	78539
Perez	Nora C.	P.O. Box 675	Elsa	Tx	78543
Perez	Guadalupe M.	P.O. Box 8022	Hidalgo	Tx	78557
Perkins	Elizabeth A.	516 East Vine	McAllen	Tx	78501
Quintanilla	Guadalupe	1818 E. Main Ave	Alton	Tx	78573
Quintanilla	Consuelo	P.O. Box 6249	McAllen	Tx	78501
Ramirez	Ramiro Jr.	3112 W. Chapin Rd.	Edinburg	Tx	78539
Ramirez	Zoila	1012 So. 3rd Ave	Edinburg	Tx	78539
Ramirez	Rosalinda*	510 Countryside Dr.	Weslaco	Tx	78596
Ramirez	Guadalupe "Lupita"	602 East 1st	Mission	Tx	78572
Ramirez	Rosalinda	510 Countryside	Weslaco	Tx	78596
Ramos	Marisol	1410 Morgan Blvd #405	Harlingen	Tx	78550
Ramos	Sylvia	1029 Perez	Mission	Tx	78572
Ramos	Noella*	2917 Hermosillo	Weslaco	Tx	78596
Ramos	Justine	2917 Hermosillo	Weslaco	Tx	78596
Rangel	Joe R.	1301 E. McIntyre	Edinburg	Tx	78541
Rangel	Maria de la cruz	1952 S. 36st	McAllen	Tx	78501
Raya	Esmeralda	P.O. Box 3903	Mission	Tx	78573
Rebeles	Erika E.	3112 N. Sugar Rd.	Edinburg	Tx	78541
Regalado	Maria S.	506 Woodland	Pharr	Tx	78577
Reyes	Irma I.	902 Sunset St.	San Juan	Tx	78589
Reyna	Jose Luis A.	5245 Main St. apt A.	Donna	Tx	78537
Reyna	Maria Elva	1117 Oblate	Mission	Tx	78572
Reyna	Wadhawan M.	3401 Santa Fe	Mission	Tx	78572
Rickers	Emily S.	1006 N. 5th St.	McAllen	Tx	78501
Riojas	Irene	1617 Ebony Ave.	McAllen	Tx	78501
Rivas	Hermila L.	2213 Royal Palm Drive	Mission	Tx	78572
Rivera	Garesila*	813 S. Alton Blvd	Alton	Tx	78573
Rocha	Lisa Marie	315 E. 2nd St.	San Juan	Tx	78589
Rocha	Santos M.	315 E. 2nd St.	San Juan	Tx	78589
Rodriguez	Elma L.*	309 N. 9th St. Apt 418	Alamo	Tx	78516
Rodriguez	Marina A.	309 N. 9th St. Apt 418	Alamo	Tx	78516
Rodriguez	Oralia C.	4816 N. 4th St.	McAllen	Tx	78502
Rodriguez	Salomon Jr.	4816 N. 4th St.	McAllen	Tx	78502
Rodriguez	Alejandra*	P.O. Box 2815	Mission	Tx	78573
Rodriguez	Veronica	6840 Barnett	Mission	Tx	78573
Rodriguez	San Juanita*	1320 S. Standard	San Juan	Tx	78589
Rodriguez	Irma	801 E. Plaza St.	Weslaco	Tx	78596
Rodriguez	Paul R.	4401 South "H" Street	McAllen	Tx	78503
Rodriguez	Eric Gilbert	1101 Whitewing Avenue	McAllen	Tx	78501
Roman	Magdalena	311 N. Colorado	Weslaco	Tx	78596
Roman	Cristina	1505 Janie St.	Weslaco	Tx	78596
Rosales	Alda	2800 W. Loop 374	Palmview	Tx	78572
Rosales	Eusebio	2800 W. Loop 374	Palmview	Tx	78572
Ruiz	J. Edgar	1211 East Texas	San Juan	Tx	78589
Ruiz	Luisa	1711 Palazzo Dr	Mission	Tx	78572
Ruppert	G. William*	4501 N. 3rd St.	McAllen	Tx	78504
Salas	Mary Ann	3000 N. 1st Street	McAllen	Tx	78501

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Last Name	First Name	Mailing Address	City	State	Zip
Salazar	Christian	13704 N. Hwy 281	Edinburg	Tx	78541
Salazar	Natali	13704 N. Hwy 281	Edinburg	Tx	78541
Salazar	Maria C.	201 E. Jackson Ave.	McAllen	Tx	78501
Salazar	Ramiro E.	201 E. Jackson Ave.	McAllen	Tx	78501
Saldana	Herminia V.	2117 Diaz Ave	McAllen	Tx	78503
Saldana	Jose C.	2114 Diaz	McAllen	Tx	78503
Salinas	Arturo Jr.	P.O. Box 369	Los Ebanos	Tx	78565
Salinas	Nedia	220 S. 25th St. Apt 6	Edinburg	Tx	78541
Salinas	Estela S.	2712 Fir	McAllen	Tx	78501
Salinas	Jorge H.	523 W. 3rd	Elsa	Tx	78543
Salinas	Roberto	1512 Magdalena St.	Mission	Tx	78572
Salinas, Jr.	Eliseo "Tito"	2601 Austin Avenue	McAllen	Tx	78501
Salinas-Flores	Laura	421 N. 12th St	Donna	Tx	78537
Samudio	Emma R.*	317 N. Liberty	Weslaco	Tx	78596
Sanchez	Jr	13 Ash St.	Mercedes	Tx	78570
Sanchez	Stella	507 W. Atlol	San Juan	Tx	78589
Sanchez	Graciela	114 N. Republic	Weslaco	Tx	78596
Sanchez	Inocencia	114 N. Republic	Weslaco	Tx	78596
Sanchez	Graciela	114 N. Republic	Weslaco	Tx	78596
Sanchez-Juarez	Carol*	1116 S. Pekins	McAllen	Tx	78501
Sandoval	Denise	1415 W. Bryan Blvd.	Alton	Tx	78573
Sarmiento	Marlen S.*	2117 Diaz Ave	McAllen	Tx	78503
Sarrge	Dennis	P.O. Box 5482	McAllen	Tx	78502
Sauceda	Eliseo	130 Prosperity Drive	Mercedes	Tx	78570
Segura	Fernando	6538 S. 494	Mission	Tx	78572
Serna	Joann	1304 Colosio Ln.	Mission	Tx	78572
Serna	Herminia C.	600 S. Bridge Ave Lot 612	Weslaco	Tx	78596
Shawn	Dolores	120 W. Leaky	Pharr	Tx	78577
Singleterry, Jr.	Daniel	616 South 23rd	Weslaco	Tx	78537
Sloss	Teresa	1512 Scotty	San Juan	Tx	78589
Smith	C. Howdy	468 Tampico St.	Weslaco	Tx	78596
Smith	Howdy C.*	468 Tampaco St.	Weslaco	Tx	78596
Smith	Howdy	468 Tampico Street	Weslaco	Tx	78596
Solis	Bessly	1115 500th 13th Ave	Edinburg	Tx	78539
Solis	Elida C.	2009 Cypress Dr.	Edinburg	Tx	78539
Solis	Isreal Jr.	470 S. 21st	Edinburg	Tx	78549
Solo	Julissa	3035 Scotland Dr.	Edinburg	Tx	78539
Tallabas	Hilario "Layo"	3215 Las Palmas Dr	Mission	Tx	78572
Tamez	Maria*	P.O. Box 1018	Elsa	Tx	78543
Tamez	Michael	P.O. Box 1018	Elsa	Tx	78543
Thompson	James P.*	1500 N. Sugar Rd.	Pharr	Tx	78577
Tijerina	Alicia	1221 N. 26th	McAllen	Tx	78501
Torres	Melissa M.	503 N. 84th St.	Edinburg	Tx	78542
Torres	Carlos N.	503 N. 84th St.	Edinburg	Tx	78542
Treji	Lupe	1502 Betty Dr.	Mission	Tx	78572
Trevino	Teodora	1401 So. 16th St.	Edinburg	Tx	78539
Trevino	Thomas N.	1323 S. 17th Ave	Edinburg	Tx	78539
Trevino	Sonia M.	1901 Royal Palm Dr.	Mission	Tx	78572
Trevino Jr.	Eloy L.	722 West Hackberry	McAllen	Tx	78501
Valdez	Cynthia*	605 N. 84th St.	Edinburg	Tx	78542
Valdez	Diana A. *	P.O. Box 1158	Elsa	Tx	78543
Valdez	Terry	602 Countryside Dr.	Weslaco	Tx	78596
Valdez	Robert	602 Countryside Dr.	Weslaco	Tx	78596
Vallejo	Gloria	523 W. Kohala Ave	Alton	Tx	78573
Vallejo	Gloria	P.O. Box 3903	Mission	Tx	78573
Vasquez	Cecilia	912 Atlanta St.	Edinburg	Tx	78541
Vasquez	Solidad	208 San Felipe	Edinburg	Tx	78539
Vasquez	Sylvia	912 Atlanta St.	Edinburg	Tx	78541
Vasquez	Amy	517 De Leon	Weslaco	Tx	78596

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Last Name	First Name	Mailing Address	City	State	Zip
Vela	Eric G.	303 rose Marie	Mission	Tx	78574
Vela	Melinda Y.	303 rose Marie	Mission	Tx	78574
Victorino	Jose M.	902 Encarnacion Ln.	Pharr	Tx	78577
Villagran, Jr.	Rosendo "Ross"	3416 Xenops	McAllen	Tx	78504
Villalobos	Laura	2807 Rosalinda	Mission	Tx	78572
Villanueva	Jorge	211 Kennedy St.	Elsa	Tx	78543
Villarreal	Leonardo	1009 Columbia Dr.	Edinburg	Tx	78541
Villarreal	Maria I.	1009 Columbia Dr.	Edinburg	Tx	78541
Villarreal, Jr.	Domingo	P.O. Box 675	Penitas	Tx	78576
Wadhawan	Reyna	3401 Santa Fe	Mission	Tx	78572
Walker	Christina	2401 South Jackson #9	Pharr	Tx	78577
Weisfeld	Rosalie	4801 North 16th Street	McAllen	Tx	78504
Weisfeld- Hinojosa	Johnathan	4801 N. 16th St.	McAllen	Tx	78504
Winkler	Belinda V.	625 N. Bentsen Palm #477	Mission	Tx	78572
Ybarra	Jose J.	6908 C. St.	Mercedes	Tx	78570
York	Beshka	1134 South Ohio	Mercedes	Tx	78570
Young	Juana M.	501 S. Texas 412	Mercedes	Tx	78570
Zapata	Merced A.	405 W. Esperanza Ave.	McAllen	Tx	78501
Zapata	Ramiro	405 W. Esperanza Ave.	McAllen	Tx	78501
Zarate	Basilia S.*	1006 E. Champion St.	Edinburg	Tx	78539
Zavala	Mark	300 S. Mile 2	Edcouch	Tx	78538
Zavala	Isabel P.	209 Amistad Lane	Weslaco	Tx	78596
Zuniga	Thelma	P.O. Box 364	Elsa	Tx	78543
Zurita	Angelita B	2211 Carla Marie Way	Edinburg	Tx	78542
	Gregoria	1508 Coconut Palm	San Juan	Tx	78589

HCDP
Election Judge and Clerk
2011-2012
(amendment attached to prior June 2011 list)

Last Name	First Name	Mailing Address	City
Acosta	Oralia	Box 8411/ 816 E. Duranta	Alamo
Alaniz	Martha	2007 De Leon Ave.	Donna
Alaniz	Francisca	2919 Lissner Ave.	Donna
Alonso	Maria del Carmen	1609 Oregon	Weslaco
Antoniuk	Donna	301 Condor Ave	McAllen
Aranda	Olya	P.O. Box 334	Hargill
Arevalo	Eduvina S.	512 N. Francisco	Mission
Azoca	Maria L.	205 So. Cantu	Weslaco
Balderas	Maria G.	618 E. 3rd St,	Mission
Barnes	Micheal	P.O. Box 405	Edcouch
Barnes	Richard H.*	1624 N. 29th Street	McAllen
Barreiro	Sylvia L.	3101 N. 28 1/2	McAllen
Barreiro	Gilbert	4309 Ira Rd.	Mission
Barrientos	Blanca F.	1401 S. 4th St.	Edinburg
Bates	Barbara Ann	6020 Wells Spring Dr.	McAllen
Bazan	Amparo	P.O. Box 1088	Elsa
Blanco	Ma. Syliva	2424 Briarway St.	Mission
Brenneman	Virginia	100 E. Hackberry #95	McAllen
Cabriales	Eduardo	2928 Mile 9 N.	Mercedes
Calderon	Crystal	1409 Lucksinger Rd.	Mission
Canales	Arnulfo	1008 Lexington Circle	Edinburg
Cantu	John E.	1424 E. Samano	Edinburg
Cantu	Maria I.	814 S. 2nd Ave	Edinburg
Cantu	Alberto	814 S. 2nd Ave	Edinburg
Cardenas	Sofia M.	P.O. Box 252	Donna
Cardenas	Alfonso	1308 S. Juniper	Pharr
Cardenas	Alfonso	1308 S. Juniper	Pharr
Cardenas	Sofia M.	P.O. Box 252	Donna
Casares	Monica	615 S. Oklahoma	Weslaco
Casares	Estela*	615 S. Oklahoma	Weslaco
Castillo	Jessica M.	566 Marie Dr.	Donna
Castillo	Louis J.	P.O. Box 341	Elsa
Castillo	Jessica M.*	566 Marie Dr.	Donna
Castillo-Perez	Nora Lisa	P.O. Box 675	Elsa
Castro	Susana L.	6852 W. Military Rd.	Mission
Cavazos	Alejandra	1491 W. International #2	Weslaco
Cavazos	J.*	1905 Pelican Ave	McAllen
Cazares	Carmen	6608 Azul Ln.	Pharr
Cervantez	Elizabeth M	P.O. Box 1453	Weslaco
Chapa	Guadalupe	P.O. Box 1017	Pharr
Chapa	Guadalupe	P.O. Box 1017	Pharr
Chavez	Irma	Box 3605	Alamo
Chavez	Irma	741 Ellis Box 3605	Alamo
Cisneros	Blanca	P.O. Box 1323	Elsa
Contreras	Mary L.	2400 South 26th	McAllen
Davila	Belsy C.	6504 Charro St.	Mission
De La Rosa	Minerva	1215 A Chris Circle	Edinburg
Diaz	Abigail	P.O. Box 641	La Blanca
Diaz	Denise	1217 Montemayor Ln.	Edinburg
Escobedo	Eliasar	1500 N. Glasscock Rd.	Mission
Escobedo	Eliasar	1500 N. Glasscock Rd.	Mission

HCDP
Election Judge and Clerk
2011-2012
(amendment attached to prior June 2011 list)

Last Name	First Name	Mailing Address	City
Espinoza	Sylvia*	3001 Hermosillo	Weslaco
Espinoza	Lucerito	3001 Hermosillo	Weslaco
Flores	Esperanza L.	2313 Sandstone Dr.	Mission
Flores	Esperanza L.	2313 Sandstone Dr.	Mission
Flores	Gerardo Sr.	2400 La Paloma Dr.	Palmview
Franco	Dahlia L.	1112 Orange St	Mercedes
Franco	Dahlia L.*	1112 Orange St	Mercedes
Fuentes	Mercedes M.	505 So. 28th St.	McAllen
Garay	Edgar	2006 Cedar St.	Denitas
Garcia	Cristy	P.O. Box 3956	Edcouch
Garcia	Flor E.	P.O. Box 1191	San Juan
Garcia	Cristy	P.O. Box 3956	Edcouch
Garcia	Adan	2605 Naranja Drive	Mission
Garcia	Monica*	6608 Azul Ln.	Pharr
Garcia	Gerardo R.*	P.O. Box 200	Pharr
Garza	Elena	P.O. Box 1291	Mission
Garza	Teresa R.	8400 North Doffing Rd.	Mission
Garza	Juanlino	P.O. Box 141	Linn
Garza	Eleanor	301 E. La Vista #36	McAllen
Garza	Teresa R.*	8400 North Doffing Rd.	Mission
Gaytan	Kristian	604-Horizon Peak #4	Edinburg
Gaytan	Kristian	1401 S. 16th St.	Edinburg
Gil	Rolando	1912 Barreda Cir	
Gonzalez	Yolanda	6828 C St.	Mercedes
Gonzalez	Blanca Estela	702 Alameda St.	San Juan
Gonzalez	Blanca E.	702 Alameda St.	San Juan
Gonzalez	Israel*	806 W. Sam Houston	San Juan
Gonzalez	Mary D.	806 W. Sam Houston	San Juan
Gonzalez	Corina	201 Cougar St.	San Juan
Guerra	Richard J.	39830 N. Hwy. 281	Edinburg
Gunter	Christina G.	321 East Hawk Ave.	Pharr
Gutierrez	Yolanda	P.O. Box 1340	Hidalgo
Guzman	Henrietta	207 E. Jackson Ave	McAllen
Henriquez	Yezenia	107 W. Alice	Harlingen
Hernandez	Albert	3015 Walnut Ave,	McAllen
Hernandez	Ofelia T.	2120 Diaz Ave	McAllen
Hernandez	Manuel	1101 So. 1st	McAllen
Hinojosa	Maria Luisa	807 South Illinois Ave.	Weslaco
Hinojosa-Martinez	Junaita	300 N. Liberty	Weslaco
Jackson	Carmen R.	608 Heron Ave.	McAllen
LaVigne	James W.	2301 N. Abram Rd #536	Mission
Lopez	Maria Elena	1202 So. 8th Ave.	Edinburg
Lopez	Gloria*	2201 Jeremiah St.	Edinburg
Lopez	Francisco D.*	P.O. Box 86	Hargill
Lopez	Juanita	620 E Fay	Edinburg
Lozano	Esmeralda C.	3501 Audrey Ln.	Edinburg
Lozano	Aurora	1009 Valley View Dr.	Weslaco
Lozano	Alicia	2014 Verdin Ave	McAllen
Lozano	Nicholas	3501 Audrey Ln.	Edinburg
Lozano	Esmeralda*	3501 Audrey Ln.	Edinburg
Lozano		1041 El Paseo Dr.	Alamo

HCDP
Election Judge and Clerk
2011-2012
(amendment attached to prior June 2011 list)

Last Name	First Name	Mailing Address	City
Lozano	Aurora	1009 Valley View Dr.	Weslaco
Luna	Luis C.	1008 South 3rd St.	Edinburg
Luna	Aurora	1805 Thornton	Mission
Luna	Richard	1805 Thornton	Mission
Luna	Luis C.	1008 South 3rd St.	Edinburg
Maldonado	Laura	305 Colonial Ave.	Donna
Maldonado	Jennifer	305 Colonial Ave.	Donna
Maldonado	Laura	305 Colonial Ave.	Donna
Manoharan	Yalini	1108 S. Peiling St.	McAllen
Marler	Janice M.	1607 Sun Street	Mission
Martinez	Susana G.	2100 Camelia	McAllen
Martinez	Sylvia	P.O. Box 394	Weslaco
Martinez	Susana G.	2100 Camellia	McAllen
Martinez	Virginia M.	2314 Crestview Dr.	Edinburg
Mata	Antonia R.	1607 Savannah Ave.	McAllen
McCall	Julio	P.O. Box 4373	Edinburg
Mexicano	Mark	2313 E. Kantunil Ave	Alton
Montemayor	Jose T.	1419 Perkins Ave.	Mission
Montemayor	Herlinda*	2901 E. Hwy 281	Hidalgo
Montemayor	Olivia	1217 Monterrey Ln.	Edinburg
Montemayor	Maria L.	1419 Perkins Ave.	Mission
Montoya	Hugo A.	P.O. Box 702	Mission
Moreno	Mario J.	566 Marie Dr.	Donna
Moreno	Mario	566 Marie Dr.	Donna
Nichols	Christopher M.	2018 N. Shary Rd.	Mission
Nino	Martha	2526 Colbath Rd.	McAllen
Noyola	Rachel H.*	2220 Camellia	McAllen
Olivarez	Elisa Y.	4309 Ira Rd.	Mission
Olivarez	Oscar E.	4309 Ira Rd.	Mission
Olivarez	John M.	4203 Rio Grande Ln.	Mission
Pena	Eric		Edinburg
Perez	Guadalupe M.	P.O. Box 8022	Hidalgo
Perez	Julian	1918 N. Monmack	Edinburg
Quintanilla	Consuelo	P.O. Box 6249	McAllen
Ramirez	Ramiro Jr.	3112 W. Chapin Rd.	Edinburg
Ramirez	Zoila	1012 So. 3rd Ave	Edinburg
Ramos	Marisol	1410 Morgan Blvd #405	Harlingen
Rangel	Joe R.	1301 E. McIntyre	Edinburg
Raya	Esmeralda	P.O. Box 3903	Mission
Raya	Esmeralda	512 Trosper Blvd	Alton
Rebeles	Erika E.	3112 N. Sugar Rd.	Edinburg
Rebeles	Erika	3112 N. Sugar Rd.	Edinburg
Reyes	Irma I.	902 Sunset St.	San Juan
Reyes	Irma I.	902 Sunset St.	San Juan
Reyna	Wadhawan M.	3401 Santa Fe	Mission
Reyna	Maria Elva	1117 Oblate	Mission
Riojas	Irene	1617 Ebony Ave.	McAllen
Rivas	Hermila L.	2213 Royal Palm Drive	Mission
Rivera	Garesila*	813 S. Alton Blvd	Alton
Rodriguez	Veronica	6840 Barnett	Mission
Rodriguez	Veronica	6840 Barnett	Mission

HCDP
Election Judge and Clerk
2011-2012
(amendment attached to prior June 2011 list)

Last Name	First Name	Mailing Address	City
Rodriguez	Alejandra*	P.O. Box 2815	Mission
Rodriguez	Oralia C.	4816 N. 4th St.	McAllen
Rodriguez	Salomon Jr.	4816 N. 4th St.	McAllen
Rodriguez	Marina A.	309 N. 9th St. Apt 418	Alamo
Rodriguez	Elma L.*	309 N. 9th St. Apt 418	Alamo
Roman	Magdalena	311 N. Colorado	Weslaco
Rosales	Aida	2800 W. Loop 374	Palmview
Rosales	Aida	2800 W. Loop 374	Palmview
Rosales	Eusebio	2800 W. Loop 374	Palmview
Salazar	Maria C.	201 E. Jackson Ave.	McAllen
Salazar	Ramiro E.	201 E. Jackson Ave.	McAllen
Salazar	Christian	13704 N. Hwy 281	Edinburg
Salazar	Natali	13704 N. Hwy 281	Edinburg
Salazar	Maria C.	201 E. Jackson Ave.	McAllen
Salazar	Ramiro E.	201 E. Jackson Ave.	McAllen
Saldana	Herminia V.	2117 Diaz Ave	McAllen
Salinas	Arturo Jr.	P.O. Box 369	Los Ebanos
Samudio	Emma R.	317 N. Liberty	Weslaco
Sanchez	Graciela	114 N. Republic	Weslaco
Sanchez	Inocencia	114 N. Republic	Weslaco
Sanchez	Graciela*	114 N. Republic	Weslaco
Sanchez	Jr	13 Ash St.	Mercedes
Sanchez-Juarez	Carol*	1116 S. Pekins	McAllen
Sarmiento	Marlen S.*	2117 Diaz Ave	McAllen
Sauceda	Eliseo	130 Prosperity Drive	Mercedes
Segura	Fernando	6538 S. 494	Mission
Serna	Joann	1304 Colosio Ln.	Mission
Smith	C. Howdy	468 Tampico St.	Weslaco
Solis	Elida C.	2009 Cypress Dr.	Edinburg
Solo	Julissa	3035 Scotland Dr.	Edinburg
Stephanie	Gower	1500 N. Sugar Rd.	Pharr
Trevino	Teodora	1401 So. 16th St.	Edinburg
Trevino	Thomas N.	1323 S. 17th Ave	Edinburg
Trevino	Teodora	1401 So. 16th St.	Edinburg
Vallejo	Gloria	P.O. Box 3903	Mission
Vallejo	Gloria	523 W. Kohala Ave	Alton
Vasquez	Cecilia	912 Atlanta St.	Edinburg
Vasquez	Sylvia	912 Atlanta St.	Edinburg
Vasquez	Solidad	208 San Felipe	Edinburg
Victorino	Jose M.	902 Encarnacion Ln.	Pharr
Villarreal	Leonardo	1009 Columbia Dr.	Edinburg
Villarreal	Maria I.	1009 Columbia Dr.	Edinburg
York	Beshka	1134 South Ohio	Mercedes
Zapata	Merced A.	405 W. Esperanza Ave.	McAllen
Zapata	Ramiro	405 W. Esperanza Ave.	McAllen
Zapata	Ramiro	405 W. Esperanza	McAllen
Zarate	Basilia S.	1006 E. Champion St.	Edinburg
Zavala	Mark	300 S. Mile 2	Edcouch
Zavala	Isabel P.	209 Amistad Lane	Weslaco
Zuniga	Thelma	P.O. Box 364	Elsa
Zurita	Angelita B	2211 Carla Marie Way	Edinburg

HCDP
Election Judge and Clerk
2011-2012
(amendment attached to prior June 2011 list)

Last Name	First Name	Mailing Address	City
	Gregoria	1508 Coconut Palm	San Juan

Hidalgo County Republican Party
2011 Submission to Commissioners' Court
Of Republican Election Judges and Alternates

Presiding Judges

6.	*Marilyn Sue Junge, 1402 S. Cage Blvd. #359, Pharr*	*H. 782-7848*		*11/19/45*
8.	*Gerald/Mary Jean Gabbert, 425 Toronto Ave., McA '01*	*H. 682-0480*		*1/11/38*
24.	*See Page 6*			
29.	*Kathleen Manuel, 2103 Carioca, Mission*	*H. 583-1756*		*10/19/42*
37.	*Esther Garcia, 1121 Whitewing, McAllen*	*H. 630-6320*	*C. 512-787-1481*	*9/8/79*
38.	*Jim Ellif, 1706 Toni Ln., Mission 78572*	*H. 956-224-4129*		*7/19/49*
54.	*Martha Carpenter, 1901 Freddy Gonzalez, McAllen '04*	*H. 383-5780*		*8/20/37*
60.	*Beverly Elliott, 101 E. Souix Rd. #1030, Pharr 78577*	*H. 781-3844*		*1/1/34*
62	*Joseph Califa, 329 W. Dove, McAllen 78504*	*C/ 867-1978*		*3/28/52*
63.	*Phil H. Crum, 2223 Red River Dr., Mission 78572*	*H. 519-0299*		*10/27/40*
67.	*Mary Hickman, 2121 Daffodil, McAllen 78501*	*H. 682-3330*		*3/5/34*
71.	*Lorraine Owens, 104 Chaparral Dr., Weslaco.*	*H.. 968-4901*	*C. 975-1082*	*7/4/58*
72.	*Maria Luisa Cavazos 6709 N 22nd Mcallen 78501*	*H.661-0072*	*C. 467-8432*	*12/2/47*
73.	*Ann Greenfield, 217 E. Lark, McAllen 78504*	*H. 630-5166*	*C. 493-5166*	*2/18/55*
74.	*Robert L. Ringler, 3901 Ellis Dr., McAllen 78504*	*H. 380-3147*		*2/2/43*
76.	*See Page 6*			
81.	*Nicholas Novak, 4800 N. Bentsen Rd, McAllen 78504*	*H. 631-3782*		*4/25/43*
83.	*Stephine Lacey, 3102 Granite Ln., Mission 78574*	*H. 583-9445*		*4/28/67*
84.	*Becky Hanshaw, 4324 N. Taylor Rd., McA '74*	*H. 682-6204*	*C. 605-6223*	*6/19/53*
96.	*Janet Roten, 6508 N. 17th St., McAllen 78504*	*H. 687-8346*	*C. 648-6084*	*11/25/58*
101.	Charles W. Hart, 3509 N. Shary Rd., Mission 78572	H. 580-3900		*3/1/51*
102	*William A. Smith, 400 Saturn, Mission 78572*	*H. 584-1691*		*1930*
103.	*Clark Spikes, 1708 Doherty, Mission 78572*	*H. 585-4036*	*C. 821-2703*	*6/16/34*
105.	*Janice McConaha, 505 Steamboat Dr., Edb.*	*H. 380-4356*	*C. 417-459-5113*	*4/11/42*
106	*Cynthia D. Bebon, 102 Ash Cir., Edinburg*	*C. 720-9456*		*6/16/51*
114.	*Dianne Silva, 913 W. 7th St., Weslaco 78596*	*H. 968-7190*	*C. 472-3500*	*7/29/50*
118.	*See Page 6*			
121	*Ella Mae Longpre, 2712 S. International Blvd. #382, Weslaco*	*H. 968-4423*		*3/9/42*
124.	*Lawrence Schneideer, 113 E. Jonquil Ave., McAllen 78501*	*H. 664-1821*		*1/8/38*
125.	*Melissa Beall, 7104 N. 44th St., Msn 78574*	*C. 369-1389*		*9/8/63*
126.	*George Jumbeck, ACC #152, 430 Rexine Dr., Alamo*	*H. 783-6722*		*1/11/33*
129.	*See Page 6*			
130.	*John Webb, 1346 N. Cesar Chavez Rd. #1029, Alamo 78516*	*C. 358-2500*		*7/20/34*
132.	*See Page 6*			
133. ?	*Jose Garcia, 119 Templo Dorado, Mission*	*H. 580-4642*	*C. 467-9326*	*7/7/57*
134	*Michelle Merwin, 1520 Ulex Ave., McAllen '04*	*H. 631-3529*	*C. 929-1288*	*5/20/51*

Nov. 13 2006 04:25PM P1
FAX NO. :
FROM :

135 ***See Page 6***
143. ***I don't have a Poll List for Precinct 143***

Alternate Judges

1.	Vickie Lyle, 11257 Mi. 2 East, Mercedes	H. 514-0111	C. 246-1043	11/3/59
2	Mary A Thompson, 2823 Pleasant View Dr., Wes.	H. 968-7056	C. 463-8376	5/16/42
3	*Felipa/Greg Gutierrez, P.O. Box 180, Donna*	*H. 464-2497*	*C. 472-1896*	*2/5/47*
4.	Carol Crosby, 645 The Grove #7, San Juan 78589	H. 787-1361		4/11/33
5.	See Page 6			
6.	See Page 1			
7.	See Page 6			
8.	See Page 1			
9.	Pat / Jack Clark, 1240 E. Business Hwy 83, #114, Msn	C. 369-8249 / 8519		3/19/44
11.	No one found			
12.	No one found			
13.	Mary Ann Rios, 2634 Easy Street, Edinburg 78539	H. 686-7931		11/12/39
14.	Katherine Meinen. 1701 Plum, Edinburg 78539	H. 383-2223		11/29/35
15.	*See Page 6*			
16	*Rebecca Johnston, P.O. Box 1271, Elsa 78543*	*C. 647-1767*		*10/2/46*
17.	*Ricardo Hinojosa, P.O. Box 175, Edcouch 78538*	*H. 262-2631*	*C. 457-0257*	*2/8/43*
18.	No one found			
19.	See Page 6			
20.	*Amalia (Molly) Garcia, P.O. Box 98, Hidalgo 78557*	*H. 310-5224*		*4/15/45*
21.	See Page 6			
22.	Rachel Kerr, 715 N. Westgate #87, Weslaco 78596	H. 973-1708		9/12/53
23.	*Jacinta Ponce, 312 N. 7th St, Donna 78537*	*C. 351-1555*		*8/16/40*
24.	See Page 6			
25.	David L. Schmoeller, 301 E. Halls Acres, Pharr	H. 702-1999	C. 217-851/999	*2/17/41*
26.	See Page 7			
27	See Page 7			
28.				
29.	See Page 1			
30.	See Page 7			
31	Richard/Rose Decot, 3425 Club House Rd., Edb	H.318-0774	C.6 14-377-0326	2/29/37
32.	See Page 7			
33.	*Mary Tamez, P.O. Box 1018, Elsa 78543*	*H. 756-7256*		*9/15/56*
34	Sandra Cortinas, 1507 Kerria, McAllen 78501	687-5127		9/10/49
35	*Nelson Perdomo, 520 W. Rosemary, Pharr*	*H. 781-2388*	*C. 358-8875*	*8/19/55*
36	*Lisa de los Sanatos, 1222 S. Gumwood, Pharr*	*H. 782-4499*	*C. 207-7525*	*5/22/77*
37.	See Page 1			
38.	See Page 1			
39	*Cruz Quintana, 207 Santa Fe, San Juan, 78589*	*C. 784-2179*		*2/21/58*

Nov. 13 2006 04:26AM P2
FAX NO. :
FROM :

40.	See Page 7			
41.	See Page 7			
42	See Page 7			
43	See Page 7			
44	See Page 7			
45	*Juan Alvarado, 602 N. 11th St., Donna*	*H. 464-5389*	*C. 792-7766*	*11/2/47*
46.	*Maria Gutierrez, 104 Taylor, Mercedes 78570*		*H. 565-4492*	*4/6/67*
47.	*Roberto Michelena, 5121 W. Bus. Hwy 83, McA 78503*		*H. 631-2465*	*1/15/60*
	(Works for DPS - depends upon work schedule)			
48.	Allan Hohmann, 1600 N. 23rd St, McAllen 78501		C. 956-778-7237	9/7/57
49	*Paul Coronado P.O. Box 5276, McAllen 78501*		*C. 207-1451*	*3/15/76.*
50.	See Page 7			
51.	See Page 7			
52.	Deborah Fischer, 1015 W. Ebony, Edinburg	H. 318-1686	C. 533-6353	7/25/59
53.	*Keith B. Anderson, 214 Marisa Cir., Edinburg*	*H. 3880-3592*	*O. 78703543*	*2/8/44*
54.	See Page 1			
55	Felix Gomez, 2111 Benitez St., Donna 78537		C. 588-5182	1/9/51
56.	Tom Shidler, 810 S. Illinoi Ave, Weslaco 78596		C. 496-3359	9/25/57
57.	See Page 7			
58	*Ralph Torres, 1304 Lantana, Weslaco 78596*		*C. 351-8740*	*10/25/58*
59.	See Page 7			
60.	See Pagee 1			
61.	*Enrique Expinosa, P.O. Box 3404, McAllen 78502*		*H. 702-7462*	*7/6/53*
62.	See Page 1			
63.	See Page 1			
65	*Hugo A. Montoya, P.O. Box 702, Mission 78573*		*C. 776-7118*	*8/3/62.*
65	Corel Robinson III, 506 Cardinal, McAllen 78504		H. 686-4100	8/19/43
66.	See Page 7			
67.	See Page 1			
68	Bernard L. McKinnon, 35100 Lazy Palm Dr., Edb 78541		H. 318-0594	8/20/34
69.	Vitalio Zuniga, 4728 E. Davis, Edinburg 78539		H. 383-1991	10/1/52
70	See Page 8			
71.	See Page 1			
72.	See Page 1			
73	See Page 8			
74.	See Page 1			
75.	See Page 8			
76.	See Page 6			
77.	See Page 8			
78	Jack W. Cotterman, 700 N. Bentsen Dr. #187, Palmview		H. 583*6594	10/24/42
79	See Page 8			
80	No Precinct			
81.	See Page 1			
82.	No Precinct			

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FAX NO. :
FROM :

83. See Page 1
84. See Page 1
85. See Page 8
86. No Precinct
87 ? Rebecca Pearl, 732 El Dora Rd., Donna 78537 H. 461-5534 4/25/69
88. Wyman Cleo Pylant, 1115 S. Maryland St., Alton 78574 H. 585-9966 4/24/39
89. See Page 8
90. See Page 8
91 Lenore Ortiz, 1538 S. Alamo Rd #1, Alamo 78516 H. 781-8356 10/25/86
92 Jason Lyle, 15146 Campacous, Mercedes 78570 C. 472-3686 3/25/87
93. No Precinct
94. See Page 8
95. See Page 8
96. See Page 1
97 Dottie Egger, 2909 N. 43rd St., McAllen 78504 H. 687-9530 C. 821-9452 3/22/36
98. Edna Farias, 2013 Thornton Ave., Mission 78572 C. 309-5409 9/21/61
99. Bernardo Flores, 1910 Azalea St., Mission 78573 C. 222-0120 1/23/56
100. See Page 8
101. See Page 1
102. See Page 1
103 See Page 1
104. See Page 8
105. See Page 1
106. See Page 6
107. Charlene Kuperel, 1121 El Recreo Cir. #B, Edb. C. 956-639-3201 2/9/54
(April is too soon for an exact answer - wants to be on the Early Voting Ballot Board)
108. See Page 8
109 Ingrid C. Duff, 1519 N. Jackson Rd, Edinburg H. 380-1613 C. 534-6379 7/21/66
110. See Page 8
111.
112. See Page 8
113. Armador/Nancy Leal, 1001 Valley View Dr., Weslaco H. 968-5701 8/31/42
114. See Page 1
115 See Page 6
116 *Gloria Victorino, 902 Encarnacion, Pharr 78577 H. 781-0397 C. 239-4171 11/11/45*
117. None Found
118. See Page 5
119. *Marisa Gonzalez, 3239 E. Mi. 15 ½ B, Edinburg 78542 C. 292-5857 12/2/57*
120
121. See Page
122. See Page 9

Nov. 13 2006 04:27PM P4
FAX NO. :
FROM :

123. Mary Lou Stewart, 939 W. Fannin St., Alamo C. 223-9103 H. 979-705-5438 1/28/55
124. See Page 1
125. See Page 1
126. See Page 1
127. Fred Goerna, 717 E. Acacia, (P.O. Box 1045), Alamo 78516 H. 787-2664 3/17/34
128. Judy Adame, 3805 W. Hwy 83, Mission 78572 H. 580-2522 12/15/38
129. See Page 6
130. John Webb, 1346 N. Cesar Chavez Rd. #1028, Alamo C. 358-2500 7/20/34
131 See Page 9
132. See Page 6
133. See Page 6
134. See Page 1
135. See Page 6
136. Hugh Hawkins II, 600 U-V Ave., McAllen 78501 H. 6877-4941 5/2/48
137.
138.
139. Peggy Jane Owens, 309 N. 11th St, McAllen 78501 H. 686-1496 10/3/45
140.
141.
142. See Page 9
143. See Page 6
144.

Nov. 13 2006 04:27AM P5 FAX NO. : FROM :

LIST OF PEOPLE WILLING TO WORK AT A DIFFERENT PRECINCT
CONTACTED AND AGREED UNLESS OTHERWISE NOTED

Presiding Judges

21	**Ralph Torres, 1304 Lantana, Weslaco**		**C. 351=8740**	**10/25/68**
24	**Ian Bowen, 2101 Callililly, Donna 78537**	**H. 464-2915**	**C. 472-7900**	**2/10/76**
76	**Bruce Gallagher, 1901 Glassock Rd, #111, Mission**			**12/6/42**
118	**Gene/Luilla Lusty, 640 The Grove #9, San Juan 78589**		**H. 781-9225**	**9,27 & 30**
129	**George Carpenter, 1901 Freddy Gonzalez, McA**	**H. 383-5780**	**C. 393-8775**	**5/12/35**
132	**Joann Wilson, 2301 N. Abram Rd. #587, Mission (50)**		**C. 358-2454**	**11/28/32**
135	**Monika M. Hawkins, 600 U-V Ave., McAllen '01 (136)**		**H. 687-4941**	**10/14/47**
143	**No Poll List**			

Alternate Judges

1.				
2.				
3.				
4.				
5.				
6.				
7.	Marian Della Maggiora, 205 Shasta Ave, McA '04	H. 687-6257	C. 330-1474	2/21/47
8				
9.	Jack/Pat Clark, 1240 E. Business Hwy 83 #114, Mission (102)		C. 369-8519	11/26/35
10.	Jeanne Marie Smith, 400 Saturn, Mission 78572 (102)		H. 584-1691	1933
11.				
12.				
13.				
14.				
15.	Penny Bradley, 8719 Charles Green Rd., Edcouch 78538		H. 262-3145	11/27/67
16	*Rebecca Johnston, P.O. Box 1271, Elsa 78543*		*C. 647-1767*	*10/2/46*
17.	See Page 2			
18. ?	Martin A. Ortman, Rt. 5, Box 112-B, Edinburg		H. 316-0529	1/24/34
19.	Richard/Dixie Backman, 35100 Lazy Palm Dr., Edb	H. 3803235	C. 279-7432	8/5/27
20.				
21	*Estela Casteneda, P.O. Box 223, Weslaco 78599*		*H. 968-0043*	*11/29/50*
22.				
23.				
24.				
25.				
26.	Alan Wright, P.O. Box 1111, Mission 785723		C. 607-6853	2/24/28
27.	Nancy Marot, 519 Venus, Mission (102)		H. 585-8171	3/19/33
28				
29				

NOV. 13 2006 04:27AM P6
FAX NO. :
FROM :

30.	Chuck/Lou Stewart, P.O. Box 3598, McAllen 78502 (31)	H. 279-4700		5/30/49
31				
32.	Catherine Lyle, 11257 Mi. 2, Mercedes 78570	H. 514-0111		1/23/91
33.				
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40. R	Tim McAllister, 914 S. Illinois, Weslaco 78596 (111)	C. 369-4883		3/31/71
41. R	James Lyle, Rt. 4, Box 156-E, Mercedes 78570 (32)	H. 514-0111		4/25/89
42.	*Pablo Casteneda, Jr., P.O. Box 223, Weslaco 78596*	*H. 968-0043*		*10/27/48*
43.	*Gilberto Villarreal, P.O. Box 8705, Alamo 78516*	*C. 475-1658*		*12/9/53*
44.	Shirley Kasper, 1345 Cesar Chavez #1201, Alamo	H. 782-6156	C. 960-3068	2/26/40
45				
46.				
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51.	Joe A. Roberts, 2209 Fairway Ct., Mission	H. 583-2852		4/08/40
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56.				
57.	Genevieve Meadows, 99 Lakeview Dr, Mercedes	H. 565-4047	C. 532-9277	7/5/33
58.	Estela Casteneda, P.O. Box 223, Weslaco 78599	H. 968-0043		11/29/50
59.	Debra Lynn Vallescas, 709 Alameda St., San Juan	H. 781-5676		8/22/62
60.				
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66.	Maggie McAfee, 4101 Harvey Ave., McAllen 78504	H. 683-9249		9/26/35
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Nov. 13 2006 04:28PM P7
FAX NO. :
FROM :

Shirley Webb, 1346 N. Cesar Chavez Rd. #1028, Alamo C. 358-2196 6/19/37

Rudy Johnston, P.O. Box 1271, Elsa 78543 C. 647-1767 8/15/72

Samuel Lyle, 11257 Mi. 2 East, Mercedes 78570 H. 514-0111 12/18/87

Evelyn Johnson, 11917 Acosta Cir., Mission 78574 H. 581-8018 4/2/29
Margo Johnston, P.O. Box 1271, Elsa 78543 5/14/69

Luis Adame, 3805 W. Hwy 83, Mission 78572 H. 580-2522 6/21/57
Enrique Morales, 1216 Xanthisma, McA '04 H/ 992-9660 C/ 451-8234 10/9/46

Larry/Charlott Woodard, 7502 Bogey Dr, Msn. H.584-9073 C. 816-805-2005 8/5/40

William Tehan, 1607 E. Gastel Circle, Mission 78572, 605-3362 (Early vote also)
Pete Salinas, 105 N. First St., (Gilbert Villarreaal' #s # C. 239-3608 6/29/53

Frankie Hawk, 31009 Anacua Cir, Edinburg H. 289-1102 C. 587-1176 1/20/36

Juanita Lookingbill,P.O. Box 2294 Edinburg 78540 (53) H. 383-5117. 12/21/44

Samuel Owens, 104 Chaparral Dr., Weslaco 78596 H. 968-4901 12/27/83

Twila Bradford, 417 N. Sugar Rd, Pharr 78577 H. 781-5133 C. 702-4550 11/8/57

Nov. 13 2006 04:28PM P8
FAX NO. :
FROM :

118.
119.
120.
121.
122. Irasema Almazon, 2621 Gardenia, Pharr 78577 (Pct. 6) C. 227-0172 1/26/89
123.
124.
125.
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133. Don Norby, 7305 Bogey Dr., Mission 78572 H. 583-6976 7/4/35
134.
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136.
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138.
139. Marian Della Maggiora, 205 Shasta, McA 78504 H. 687-6257 C. 330-1474 2/21/47
140.
141. *Gloria Victorino, 902 Encarnacion, Pharr H. 781-0367 C. 239-4171 11/11/45*
142. Glenn Elliott, 101 E. Sioux Rd. #1030 Parr 78577 (60) H. 781-3844 12/4/29
143. Hylda Asomoso, 2908 *N. 9th ST., McAllen 78504* *H. 687-4678* *10/6/47*
144

Nov. 13 2006 04:28AM P9
FAX NO. :
FROM :

AI-28110 **19. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration and approval to purchase a certain tract of land also known as Parcel 4 El Gato Road Project - Kormeier & Jackson, A Texas General Partnership.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-051-0-711

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds as of 08/25/11.

Attachments

Parcel 4 El Gato Rd

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 02:34 PM
Olga Garza	Olga Garza	08/25/2011 09:17 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Sandra Garcia Started On: 08/17/2011 01:00 PM

Final Approval Date: 08/25/2011

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMO

TO: Commissioner's Court

FROM: Victor Gallardo VG.
Right Of Way Agent

DATE: August 10, 2011

RE: EL GATO ROAD PROJECT (Parcel # 4)
Kormeier & Jackson, a Texas General Partnership

==========

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value: $ 6,000.00

Settlement Offer: $ 8,000.00

Differences: $ 2,000.00

Approved: _____

Not Approved: _____

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

Date: 08/10/2011

Hidalgo County Right of Way Department
Attn: Victor Gallardo ROW Agent
2401 N. Moorefield Road
Mission, Tx 78572

Subject : El Gato Road Project Parcel #4

Mr. Victor Gallardo, after reviewing the latest revised offer of $ 6000.00, we still feel that the price should be $ 8,000.00 . If the County would raise the price of Parcel #4 , we will be in agreement.

Thank you for your time concerning this matter.

Michael R. Kormeier, General Partner

Gary L. Jackson, General Partner

Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: SEC of FM 907 (Alamo Road) and El Gato Road, Hidalgo County, TX.
District: NA
Property Owner: Kormeier & Jackson, a Texas Corporation
ROW CSJ: NA
Address of Property Owner: 809 Pecan Boulevard McAllen TX 78501
Parcel: 4
Occupant's Name: Vacant
Federal Project No: N/A
Whole: ☐ **Partial:** ☒ **Acquisition**
Highway: El Gato Road **County:** Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $6,000.00 as of January 10, 2011 , based upon my independent appraisal and the exercise of my professional judgment; on January 10, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Kormeier & Jackson , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 17, 2011. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, City of Alamo, or officials of the Federal Highway Administration until authorized by city officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

July 7, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value that is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Right of Way Department under the direction of Joe E. Pena, Director, Right of Way Department and the City of Alamo, Texas. Mr. Pena along with Roy Gonzalez, Right-of-Way Agent will be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion of the existing road right-of-way of El Gato Road with the project limits being from Alamo Road (FM 907) to Tower Road, within the extra territorial jurisdiction of the City of Alamo, Texas.

The intended use of the report is to assist the Hidalgo County Right-of-Way Department and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple, in the name of the City of Alamo. This report is not intended for any other use unless specified by the client. The client has identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Right of Way Department and the County of Hidalgo, and may include other governmental entities which may be participating in the project. Roy Gonzales shall be the project manager for this project under the direction of Joe E. Pena. Mr. Gonzales has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order 653485 dated February 28, 2011 on behalf of Hidalgo County Right of Way Department and the City of Alamo, Roy Gonzales, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation. Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. This office has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Leonel Garza III has specialized in right-of-way acquisition field for over 10 years of which has performed projects in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County. Leonel Garza III, shall inspect each property personally along with staff member and General Certified Appraiser Luis C. Garza Lic. No. 1338051 who has worked under the direction of Leonel Garza III for over five (5) years. Luis C. Garza will aid in the preparation of the report, however, all analysis, determination of comparables and the determination of compensable items shall be performed by Leonel Garza III. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along El Gato Road were also reviewed in order to determine the current market asking price for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way of El Gato Road.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired in the name of the City of Alamo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement". According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights. If there are any questions or concerns as to this definition of fee simple estate or easement, please feel free to contact Leonel Garza III at (956) 687-7295 for further explanation

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of February 9, 2011 A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along El Gato Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 9.94 acre tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated December 2, 2010. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 2.00 acres to 21.63 acres. These indicated economic unit values are used for the valuation of the proposed acquisition, as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the proposed acquisition.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the land area to be acquired is 0.639 acres (27,835 square feet) out of a 9.94 acre tract of land. The part to be acquired includes 0.248 acres of existing road right of way and is encumbered by a 0.062 acre South Texas Natural Gas Gathering Company ROW and City of Alamo utility easement and a 0.320 acre City of Alamo utility easement, leaving a net 0.009 acres (392 square feet) of land owned in fee simple. The proposed acquisition has approximately 540' lineal feet of frontage along the southern side of El Gato Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a mixed use tract with commercial/residential development, which is based on the local market trends along El Gato Road. This highest and best use is further explained on page 3.2 of this report.

To Be Acquired	**0.639**	**Acres**
	27,835	**Square Feet**

Legal Description: Part To Be Acquired

A 0.639 acre tract of land out of the north 10.0 acres of the West 20.0 acres Lot 12, Block 28, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas. Volume 1, Pages 24-26, M.R.H.C.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

Property Tax Information

The Hidalgo County Appraisal District is located at 4405 S. Professional Dr., Edinburg, Texas and can also be accessed via www.hidalgoad.org. According to the information provided by the website, the subject property was confirmed to be under the ownership of Kormeier & Jackson. This was found under the tax account 111604 of which the subject property is current assessed at $7,700 per acre. The subject property currently receives an agriculture use exemption due to its current use, with a rate of $404 per acre The property taxes for the subject appear to be current; however, further research with the Hidalgo tax office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial taking. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available
The subject property is located within the City of Alamo, in an area where municipal utilities are available. As per Dalia Zuniga, Planning and Development Department of the City of Alamo, Texas, municipal water lines are located at the Sable Palms Subdivision. Sable Palms Subdivision is located along the northern frontage of El Gato Road, centrally located between Alamo Road and Tower Road,

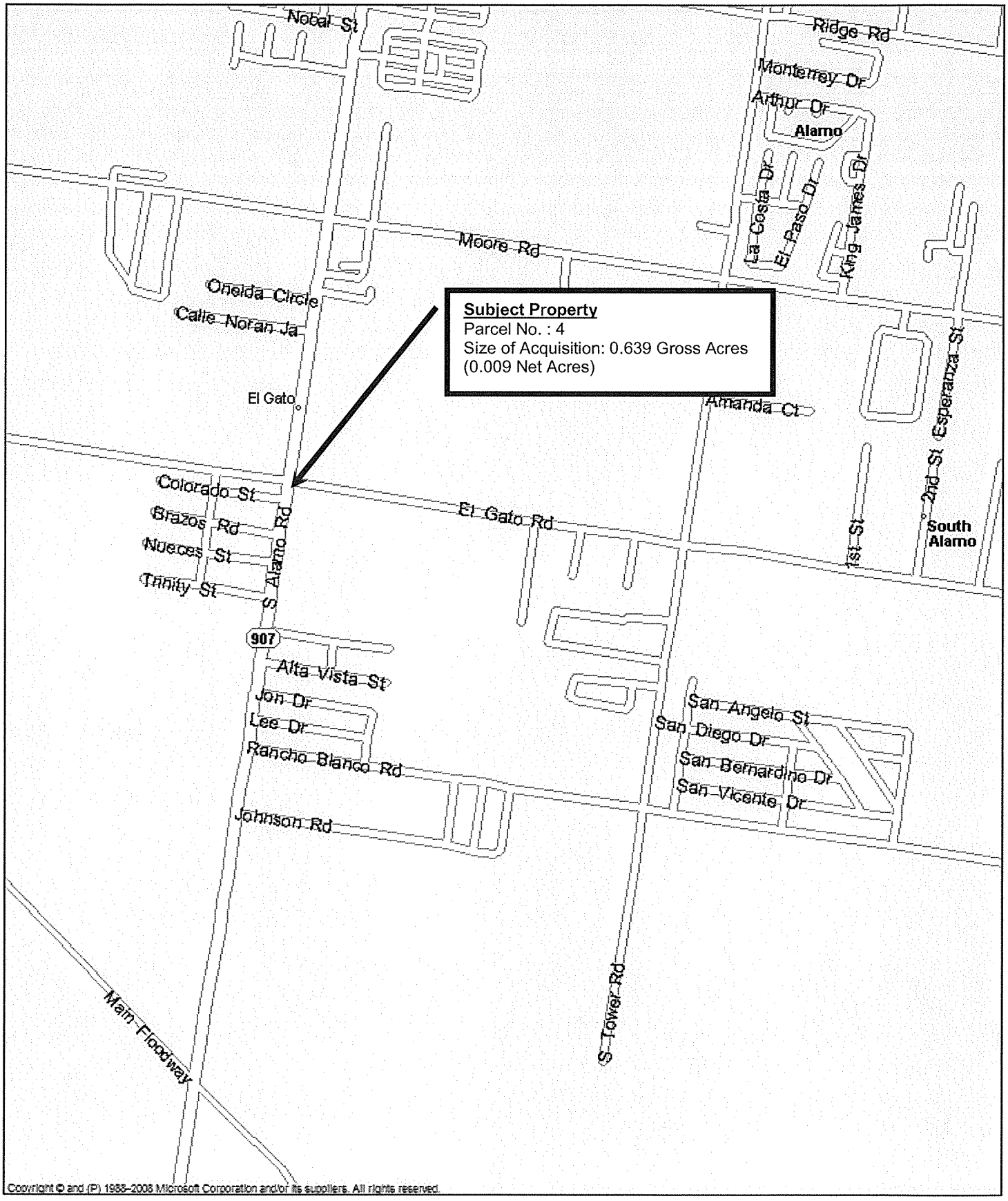
Identification of Personal Property
As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status
Based on the on and or off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time
Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Estimated Marketing Time Period
The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Hidalgo County markets along El Gato Road and neighboring thoroughfares. The analysis included the indicated "DOM" Days on Market as shown on the several multiple listing service which provides local Realtors® an avenue to advertise properties located in the Rio Grande Valley with the focus within Hidalgo County.

LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2009 (16.00.19.1500)

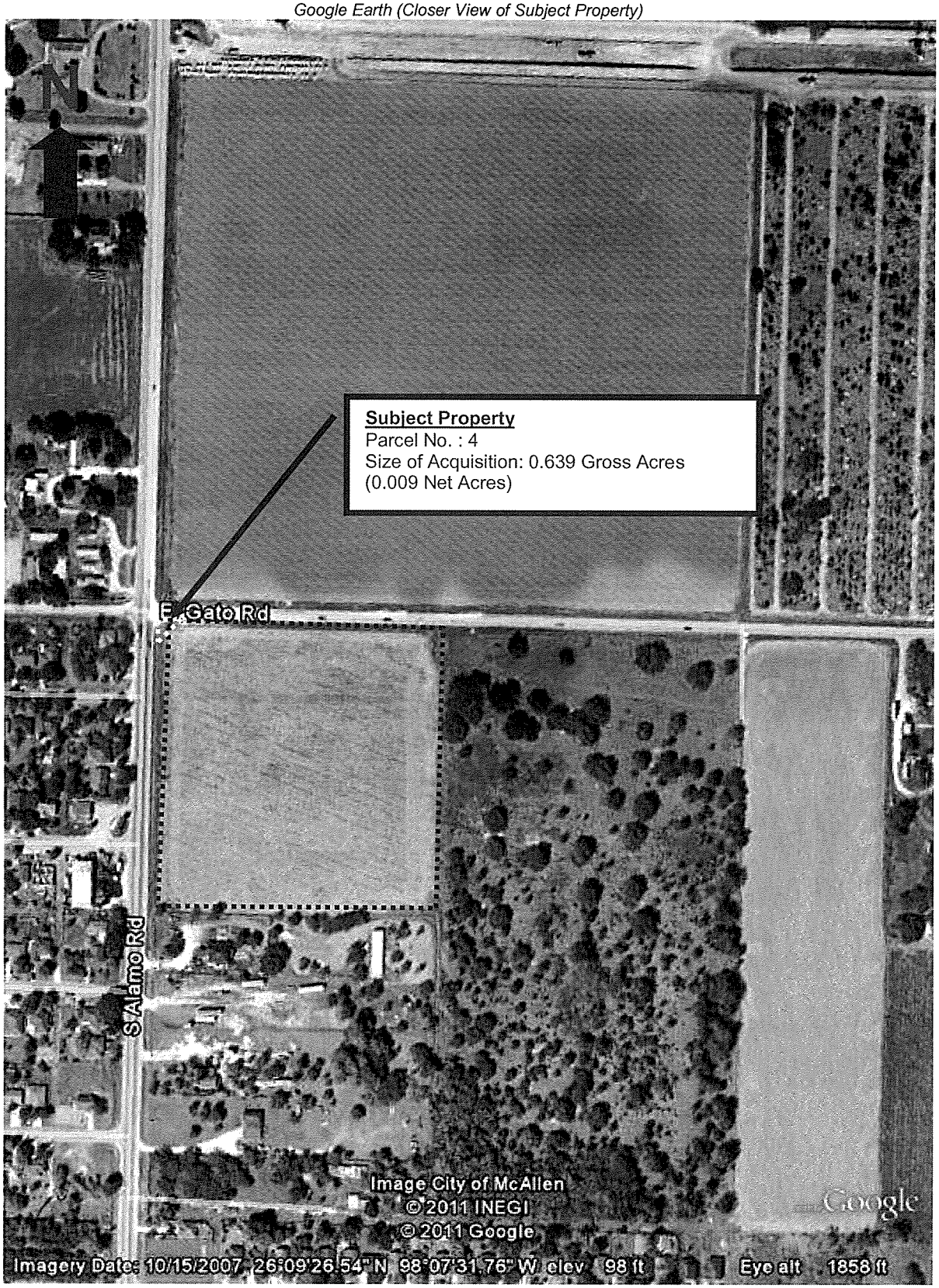
AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth (Closer View of Subject Property)



FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 3)

EXHIBIT "A"

COUNTY: HIDALGO

Eng09.022A
December 2, 2010
Parcel 4
Page 1 of 3

HIGHWAY: El Gato Road

PROJECT LIMITS: From Alamo Road (F.M. 907) to Tower Road

FIELD NOTES FOR PARCEL – 4

Being a 0.639 of an acre of land out of the North 10.0-acres of the West 20.0-acres Lot Twelve (12), Block Twenty-eight (28), Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 10.0-acre tract of land is vested to Kormeier & Jackson, a Texas General Partnership from Alamo Merchandising, Construction & Development, Inc., by virtue of a Warranty Deed with Vendor's Lien, dated March 5, 2002, recorded in Document No. 1063192, Official Records of Hidalgo County, Texas. Save and Except: A 0.04 acre tract of land vested to City of Alamo, Texas, a municipal corporation, by virtue of Special Warranty Deed, dated February 13, 2008, recorded in Document No. 1856253, Official Records, Hidalgo County, Texas. A 0.02 acre tract of land vested to The State of Texas, by virtue of Deed, dated May 5, 2008, recorded in Document No.1896902, Official Records of Hidalgo County, Texas. Said 0.639 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at the Northwest corner of Lot 12, **THENCE**, South 81 degrees 25 minutes 00 seconds East, with the North line of Lot 12, a distance of 90.00 feet to a Cotton Picker Spindle set at the East Right of Way line of Alamo Road (F.M. 907), for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, continuing South 81 degrees 25 minutes 00 seconds East, with the North line of said Lot 12, a distance of 540.00 feet to a Cotton Picker Spindle set, for the Northeast corner of this tract of land;

2. **THENCE**, South 08 degrees 35 minutes 00 seconds West, with the West line of said 0.04-acre tract, at a distance of 20.00 feet pass the Existing South Right of Way line of El Gato Road and at a total distance of 50.00 feet to a No. 4 rebar set at the Proposed South Right of Way line of El Gato Road, for the Southeast corner of this tract of land;

3. **THENCE,** North 81 degrees 25 minutes 00 seconds West, with the Proposed South Right of Way line of said El Gato Road, a distance of 550.00 feet to a No. 4 rebar set, for an interior corner of this tract of land;

4. **THENCE,** South 53 degrees 35 minutes 00 seconds West, continuing with the Proposed South Right of Way line of said El Gato Road, a distance of 42.43 feet to a No. 4 rebar set at the Existing East Right of Way line of said Alamo Road, for the Southwest corner of this tract of land;

Eng09.022A
December 2, 2010
Parcel 4

5. **THENCE**, North 08 degrees 35 minutes 00 seconds East, with the Existing East Right of Way line of said Alamo Road, a distance of a 20.00 feet to a No. 4 rebar set at the South corner of said 0.02-acre tract, for the exterior corner of this tract of land;

6. **THENCE,** North 53 degrees 35 minutes 00 seconds East, with the East line of said 0.02-acre tract line, a distance of 56.57 feet to a No. 4 rebar set at the Existing South Right of Way line of said El Gato Road, for an interior corner of this tract of land;

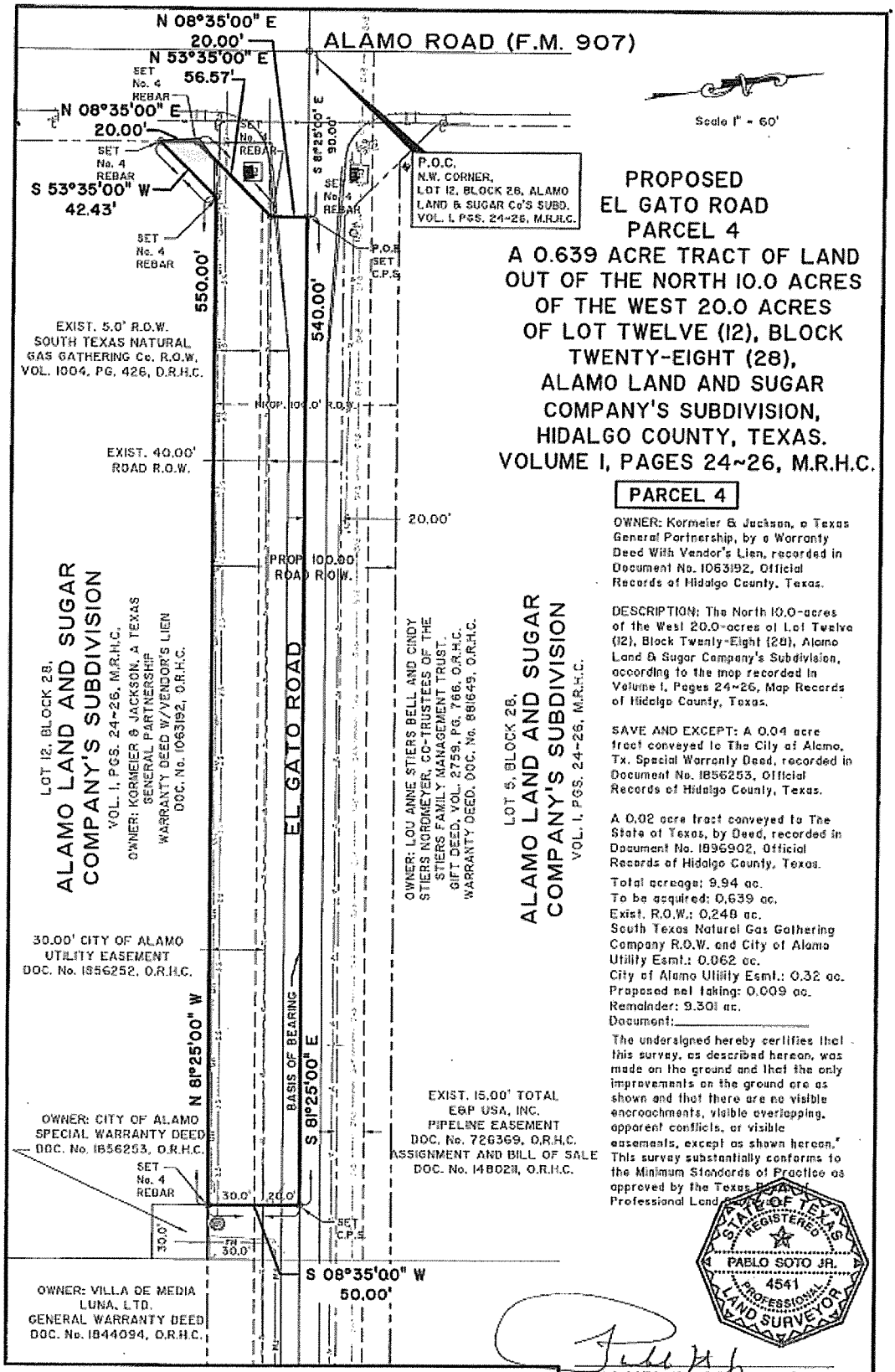
7. **THENCE**, North 08 degrees 35 minutes 00 seconds East, with the Existing East Right of Way line of said Alamo Road, a distance of a 20.00 feet to the **POINT OF BEGINNING,** containing 0.639 of an acre of land, of which 0.248 of an acre of land lies in the Existing Right of Way of El Gato Road, 0.062 of an acre of land lies in the overlapping Existing South Texas Natural Gas Gathering Company Right of Way and the City of Alamo Utility Easement, and 0.320 of an acre of land lies in the City of Alamo Utility Easement and leaving a **Proposed Net Taking** of 0.009 of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds is true and is the result of an actual survey performed on the ground under my direction.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO JR. – R.P.L.S. No. 4541
Date: 12/2/10

SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)



Scale 1" = 60'

PROPOSED EL GATO ROAD PARCEL 4

A 0.639 ACRE TRACT OF LAND OUT OF THE NORTH 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT TWELVE (12), BLOCK TWENTY-EIGHT (28), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS. VOLUME 1, PAGES 24~26, M.R.H.C.

PARCEL 4

OWNER: Kormeier & Jackson, a Texas General Partnership, by a Warranty Deed With Vendor's Lien, recorded in Document No. 1063192, Official Records of Hidalgo County, Texas.

DESCRIPTION: The North 10.0-acres of the West 20.0-acres of Lot Twelve (12), Block Twenty-Eight (28), Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

SAVE AND EXCEPT: A 0.04 acre tract conveyed to The City of Alamo, Tx. Special Warranty Deed, recorded in Document No. 1856253, Official Records of Hidalgo County, Texas.

A 0.02 acre tract conveyed to The State of Texas, by Deed, recorded in Document No. 1896902, Official Records of Hidalgo County, Texas.

Total acreage: 9.94 ac.
To be acquired: 0.639 ac.
Exist. R.O.W.: 0.248 ac.
South Texas Natural Gas Gathering Company R.O.W. and City of Alamo Utility Esmt.: 0.062 ac.
City of Alamo Utility Esmt.: 0.32 ac.
Proposed net taking: 0.009 ac.
Remainder: 9.301 ac.
Document:

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 12/2/10

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

JOB No.: ENG09.022A	DATE: 12-02-10
DRAWN BY: J.H.F./NML	PAGE: 2 OF 2

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: 4

Local Address: SEC of FM 907(Alamo Road) and El Gato Road, Hidalgo County.

Date Taken: January 10, 2011

Taken By: Leonel Garza III

Point which taken: Photo 1: El Gato Road ROW
Photo 2: El Gato Road ROW

Looking: Photo 1: Southern View
Photo 2: Southwestern View



Photo 1
Southern view of subject property from El Gato Road ROW.



Photo 2
Southwestern view the part to be acquired, taken from El Gato Road.

Point which taken: Photo 3: El Gato Road ROW
Photo 4: El Gato Road ROW

Looking: Photo 3: Eastern View
Photo 4: Western View



Photo 3
Eastern view of El Gato Road. Subject property is to the right of the photo.

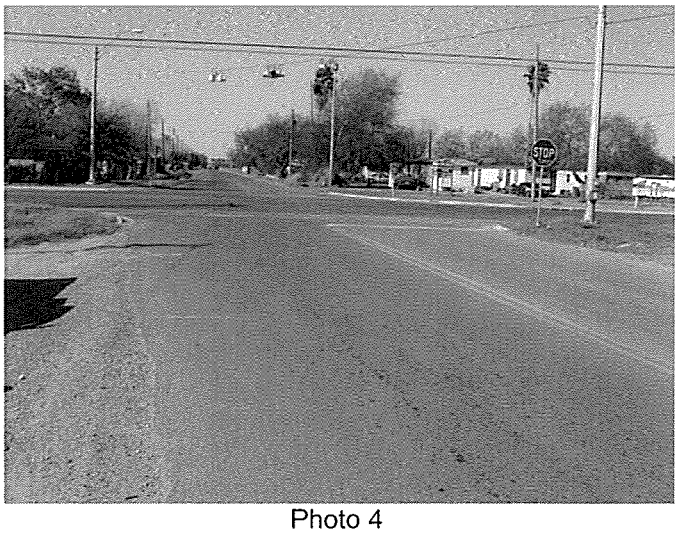


Photo 4
Western view of El Gato Road. Subject property is to the left of the photo.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 10.0 acre vacant tract of land located along the southeast corner of FM 907 and El Gato Road. The part to be acquired according to the survey provided by R. Gutierrez Engineering Corporation, dated December 2, 2010, indicates the corner clip is approximately 0.009 net acres (392 square feet) located along the most northern property boundary and the western frontage of FM 907 (Alamo Road). This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant that shall exclude any existing road right of way and public easements to arrive at the net area to be acquired as per scope of the assignment. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the City of Alamo.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood is defined as being that area border to the north by US Business 83, to the south by US Highway 281 (Military Road), to the east by South Tower Road and to the west by FM 2557 (Stewart Road). The subject neighborhood is comprised of a mixture of single-family residential development predominantly located along South Tower, Stewart and El Gato Road. Small commercial development is predominantly located along US Business 83 and FM 907. With the introduction of municipal services within the area of the subject property, it is believed that a steady growth of both residential and commercial development will occur. Several properties along South Tower Road are in a state of development as indicated by the City of Alamo Planning and Zoning Department. Leonel Garza Jr. & Associates LLC has inspected the market area along El Gato Road and has found that the market is in a state of positive development.

SITE ANALYSIS

Five Year Sales History:
During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from Alamo Merchandising, Construction & Development, Inc to Kormeier & Jackson, a Texas Corporation, on March 5, 2002 and recorded under Document Number 1063192 for an undisclosed consideration. A copy of the appraisal card is located in the Addenda of this report.

Legal Description: (Whole Property)
The North 10.00 acres of the West 20.0 acres of Lot 12, Block 28, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. SAVE AND EXCEPT: A 0.04 acre tract conveyed to The City of Alamo, TX Special Warranty Deed, recorded in Document No. 1856253, Official Records of Hidalgo County, Texas.

Legal Description: (Part to be Acquired)
A 0.639 acre tract of land out of the north 10.0 acres of Lot 12, Block 28, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas. Volume 1, Pages 24-26, M.R.H.C.

Improvements:
During the off-site and or on-site inspection of the subject property, no building improvements were indicated within the part to be acquired. Any site improvements located within the proposed acquisition shall be itemized on page 5.0 of this report for purposes of determining compensation. These site improvements within the acquisition are valued based on their depreciated cost value. In the event site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the total compensation calculated. In addition, any utilities located within the part to be acquired of which are affected by the acquisition, shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest and Best Use Analysis:
The subject's highest and best use as vacant is indicated for commercial use. This type of use is concurrent with the recent trends located along Alamo Road within Alamo, Texas. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the City of Alamo. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for continued agricultural use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios, as each parcel shall be evaluated before and after the proposed acquisition.

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

Physical Characteristics	Typical of Market	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Similar	0%	Similar	0%	Similar	0%
Lot Location	Corner Tract	Interior Tract	20%	Interior Tract	20%	Interior Tract	20%
Financing	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	All Municipal	Similar	0%	Similar	0%	Similar	0%
Street Access / Frontage	Alamo Road and El Gato Road.	El Gato Road, East of Tower Road	0%	Alamo Road Just North of El Gato Road	0%	El Gato Road East of Alamo Road	0%
Size of Tract (Acre)	9.94 Ac	2.00 Ac	-5%	14.55 Ac	10%	21.63 Ac	20%
Net Adjustments			15%		30%		40%
Indicated Unit Value		$ 31,625 / Ac		$ 24,570 / Ac		$ 23,800 / Ac	

Estimated Unit Value of Fee Simple Area $ **30,000 / Ac**

Estimated Unit Value of Easement Area **($30,000 / Acre x 50% of Fee Simple Value)** $ **15,000 / Acre**

Estimated Value by Sales Comparison Approach **(0.009 Acres x $30,000 / Ac)** $ **270**
(Includes Part To Be Acquired Only)- Fee Land

Estimated Value by Sales Comparison Approach **(0.062 Acres x $15,000 / Ac)** $ **930**
(Easement Portion of Part To Be Acquired Only @ 50% of Fee Simple Value)

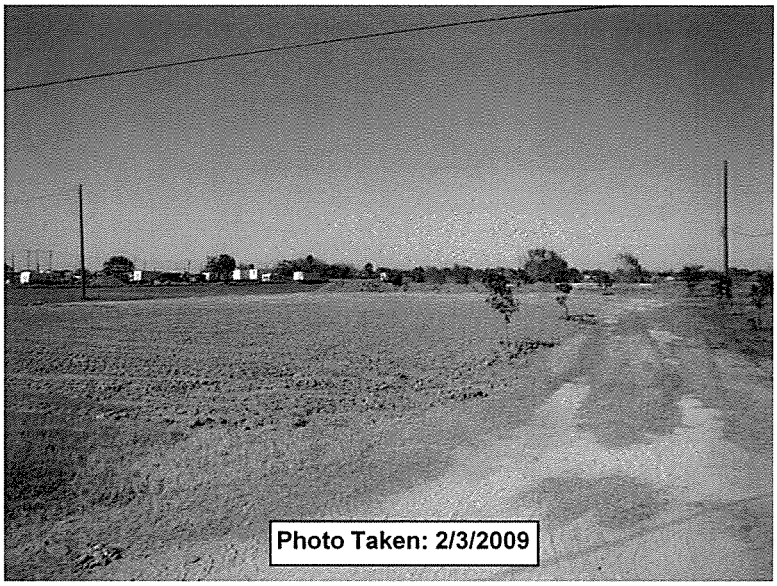
Estimated Value by Sales Comparison Approach **(0.32 Acres x $15,000 / Ac)** $ **4,800**
(Easement Portion of Part To Be Acquired Only @ 50% of Fee Simple Value)

Combined Maket Value $ **6,000**

COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 4 Highway: El Gato Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Imelda Rodriguez	**Grantee/Lessee:** Jose H. Mejia	
Date: October 23, 2008	**Recording Information:** Doc# 1940699	**Key Map:** TexMap Page 310 E 4
Address: North side of El Gato Road, east of South Tower Road, Alamo Texas.		**Zip Code:** 78516
Legal Description: All of Lot 9, El Gato Estates No. 2, an addition to the City of Alamo, Hidalgo County, Texas.		
Confirmed Price: $55,000	**Verified with:** MLS# A113650s	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 2.00 Acres	**Unit Price as Vacant:** $27,500 per acre	
Type Street: Asphalt	**Utilities:** Water, Sewer, Gas, Electric	
Improvement(s) Description:		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved:** $ N/A	
Condition and Functional Design:		
Current Use: Vacant at time of sale	**Highest & Best Use:** Residential Use	
Date of Inspection: February 17, 2011	**Zoning:** N/A	**Flood Plain:** Zone "B"

Attach additional information as necessary.

The subject is located along the north side of El Gato Road, east of Tower Road in a area currently being developed into 2.00 acre home-site which is indicative of the trends along El Gato Road.

Appraiser: Leonel Garza III	July 7, 2011
(Typed, not signed)	Date

COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 4 Highway: El Gato Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Geoval Properties, LTD	**Grantee/Lessee:** Universal Truckers, Inc.	
Date: July 14, 2009	**Recording Information:** Doc # 2018784	**Key Map:** TexMap Page 309 E 5
Address: Located along the eastern side of Alamo Road, just north of El Gato Road, Alamo Texas.		**Zip Code:** 78516
Legal Description: The South 15.0 acres of Lot 4, Block 28, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, According to the map or plat thereof recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas. (14.55 acres net)		
Confirmed Price: $275,000	**Verified with:** MLS# A106683s	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 14.55 Acres	**Unit Price as Vacant:** $18,900 per acre	
Type Street: Asphalt	**Utilities:** Water, Sewer, Gas, Electric	
Improvement(s) Description: None		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved:** $ N/A	
Condition and Functional Design:		
Current Use: Vacant (time of sale)	**Highest & Best Use:** Single Family Residential Development	
Date of Inspection: February 17, 2011	**Zoning:** Commercial	**Flood Plain:** Zone "B"

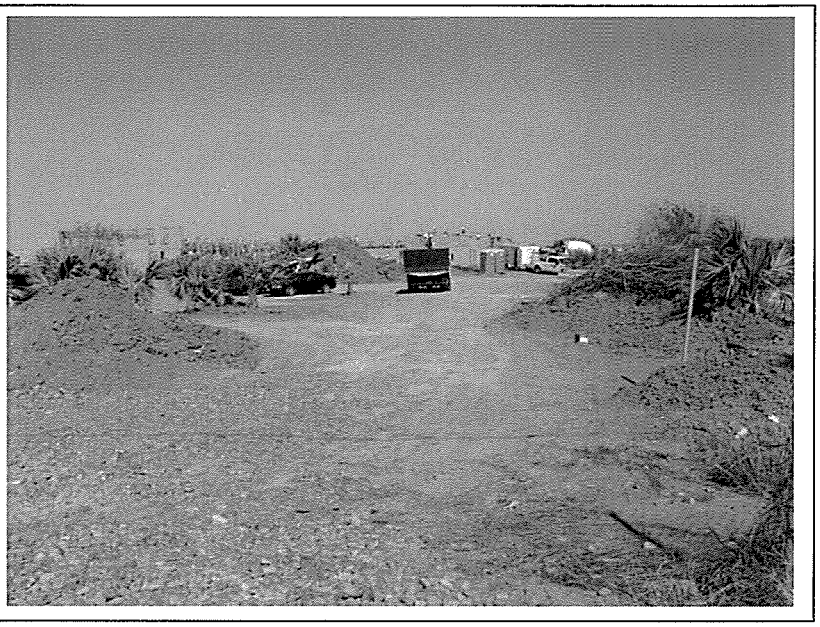
Attach additional information as necessary.

Appraiser: Leonel Garza III	July 7, 2011
(Typed, not signed)	Date

COMPARABLE DATA SUPPLEMENT

District: Parcel No.: 4 Highway: El Gato Road County: Hidalgo ROW CSJ:

Land Sale ☒ Improved Sale ☐ Rental Data ☐



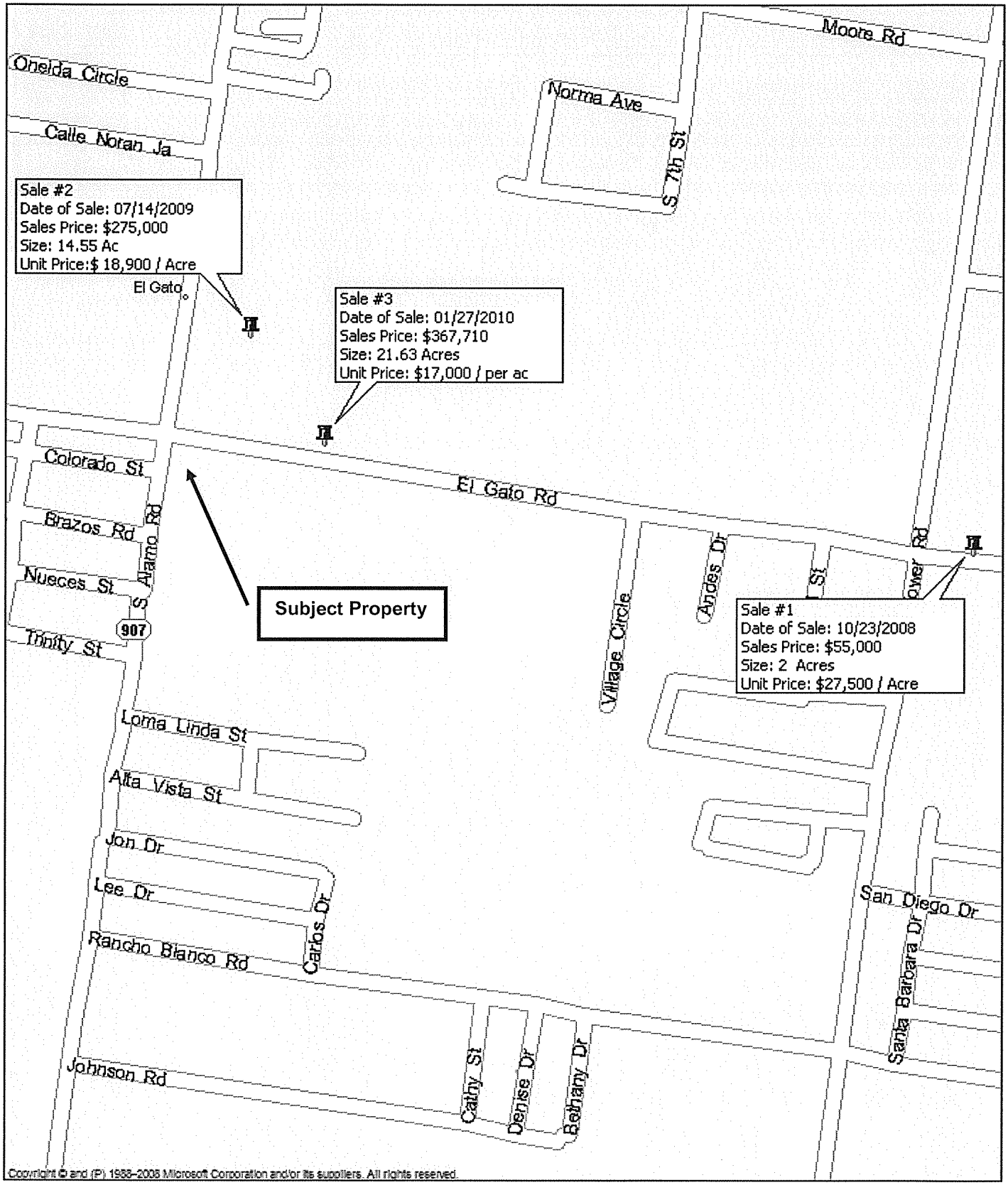
Grantor/Lessor: Palm Garden, Inc.	**Grantee/Lessee:** Pharr San Juan Alamo Independent School District	
Date: 1/27/2010	**Recording Information:** Document # 2072274	**Key Map:** TexMap Page 309 E 3
Address: Located along the northern frontage of El Gato Road, East of Alamo Road, Hidalgo County, Texas		**Zip Code:** 78516
Legal Description: a 21.63 acre tract of land, out of Lot 8, Block 29, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.		
Confirmed Price: $367,710	**Verified with:** MLS# A132168 And Listing Agent	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 21.63 acres	**Unit Price as Vacant**: $17,000 per acre	
Type Street: Asphalt	**Utilities:** Electric/ Phone	
Improvement(s) Description: Chain Link Perimeter Fencing / Cyclone and Sable Palm Tree Farm		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved:** $ N/A	
Condition and Functional Design:		
Current Use: Vacant (time of sale)	**Highest & Best Use:** Single Family Residential Development	
Date of Inspection: February 17, 2011	**Zoning:** Residential	**Flood Plain:** Zone "B"

Attach additional information as necessary.

On February 11, 2010 this appraiser spoke with the listing agent of the subject property, who indicated the property was sold for land value only as the crop of trees were to valued.

Appraiser: Leonel Garza III	July 7, 2011
(Typed, not signed)	Date

COMPARABLE SALES MAP



Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along El Gato Road and other similar and intersecting thoroughfares. Each of the sales utilized are located within Hidalgo County and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past three years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located along the north side of El Gato Road, east of South Tower Road in Alamo, Texas. The comparable sales consist of ±2.00 acres of land out of El Gato Estates Phase 2 Subdivision and was purchased for single family residential development. The comparable sale is similar to the subject property in financing, condition of sale, market conditions, and available utilities. As such, no adjustments for these items of comparison were indicated. A +20% adjustment was indicated for lot location as the subject property is a hard corner tract. A final adjustment for the difference in size of -5% downward adjustment is required to the unit rate of the comparable sale. No further adjustments were required for this sale indicating a unit value of $31,625 per acre for the subject property.

Sale No. 2 is located along the eastern frontage of Alamo Road, north of El Gato Road of City of Alamo, Texas. The property was purchased for $275,000 for ±14.55 acres, which equates to a unit rate of $18,900 per acre. Due to the subject's corner influence, an upward adjustment of +20% was required for this sale. A final adjustment for the difference in size of +10% was also indicated. No further adjustments were required. After adjustments, a unit value of $24,570 per acre is indicated for the subject property.

Sale No. 3 is located along the northern frontage of El Gato Road, East of Alamo Road within the City of Alamo, Texas. The property was purchased for $367,710 for 21.63 acres, which equates to a unit rate of $17,000 per acre. A +20% upward adjustment was indicated for sales lack of corner influence as compared to the subject property. A final upward adjustment of +20% was indicated for the difference in size. No further adjustments were required. After adjustments, a unit value of $23,800 per acre is indicated for the subject property.

After reviewing the comparable sales selected, an unadjusted unit range of market value of $17,000 per acre to $27,500 per acre was indicated. After adjustments were made in paired sales analysis of the comparable to the subject property, an adjusted range of market value of $23,800 per acre to $31,625 per acre was determined. Based on the existing developments and surrounding land use within the immediate market area and the current trends found along El Gato Road, a unit value near the upper-end of the adjusted range was selected; $30,000 per acre.

As for the portion of the part to be acquired of which is encumbered by a South Texas Natural Gas Gathering Company Pipeline Easement and a City of Alamo Utility Easement, a -50% adjustment of the fee simple unit rate is applied for this area only. The purpose of such discount is that the fee simple owner of record does not contain the full bundle of right to this portion of the subject property as South Texas Natural Gas Gathering Company and the City of Alamo have the right to construct, repair any lines located within this designated easement area. This area reserved for such use will not be able to be built upon with structures without the explicit permissibility of the South Texas Natural Gas Gathering Company and the City of. However, upon the permissibility of the South Texas Natural Gas Gathering Company and the City of Alamo, the fee simple owner may cross, farm, and utilize the surface of said tract of land. Since the fee simple owner does not contain full control or bundle of rights, a discount of -50% is applied. Therefore, the 0.062 acre South Texas Natural Gas Gathering Company easement and the 0.32 acre City of Alamo utility easement unit rate is calculated at 50% of the $30,000/acre value determined for the fee simple area. This value shall be included for total compensation for the part to be acquired.

ESTIMATED VALUE OF ACQUISITION

Land:	0.009 Acres	@	$	30,000	Per Acre (Fee Simple)	$	270
	0.062 Acres	@	$	15,000	Per Acre (Easement)	$	930
	0.320 Acres	@	$	15,000	Per Acre (Easement)	$	4,800

Improvements:	*No Site Improvements Indicated*	$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
	Total Improvements	$	-

TOTAL ESTIMATED VALUE	$	6,000
Cost To Cure Damages	$	-
Estimated Total Compensation	$	6,000

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Hidalgo County Appraisal District Card
7. Warranty Deed

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (2010-2011 Edition).*
- I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.
- Luis C. Garza, State Certified General Real Estate Appraiser with Leonel Garza Jr. & Associates LLC who provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza III is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 - General

Luis C. Garza
General Certified Real Estate Appraiser
License No. TX – 1338051 – General

16. **Closed Session:** (Exhibit W)

(Audio Tape # 2, Tracking # 2129)

Judge Garcia joined the meeting.

On motion of Commissioner Joseph Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to proceed into 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-27986 Claim of Elvia Rodriguez

E. AI-27988 Claim of City of Penitas

F. AI-28050 CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

NO ACTION taken on items 16.A through F.

17. **Open Session:** (Exhibit X)

(Audio Tape # 2, Tracking # 2152)

As of this point, Commissioner Quintanilla did not return after resuming Open Session.

A. Real Estate Acquisition and appropriation for same

On motion of Commissioner Joseph Palacios, seconded by Commissioner Hector Palacios, the Court made a UNANIMOUS vote to approve the settlement demand in the amount of $8,000.00 for Parcel #4 on El Gato Road Project.

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

Commissioner Joel Quintanilla joined the meeting.

NO ACTION taken on this item.

C. Pending and/or potential litigation

NO ACTION taken on this item.

D. AI-27987 Claim of Elvia Rodriguez

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve the settlement offer in the amount of $125.00.

AI-28233 **19. B.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Authorization to proceed with Condemnation Proceedings on Trenton Drain Project Parcel 13- Anastacio Sanchez.

BACKGROUND

Attachments

Trenton Drain Parcel 13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 03:03 PM
Olga Garza	Olga Garza	08/25/2011 10:04 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Rebecca Gomez Started On: 08/24/2011 02:42 PM

Final Approval Date: 08/25/2011

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

VIA: CERTIFIED MAIL
#7007 2560 0002 7726 1404

August 4, 2010

Anastacio Sanchez
7818 E. Trenton Rd.
Edinburg, Texas 78540

Re: San Carlos Drainage Improvements Project
Trenton Drain
Parcel #13

Dear Mr. Sanchez,
The Commissioners' Court of Hidalgo County have authorized me to make an offer for the property to be acquired under the above captioned parcel for drainage right of way purposes for the Trenton Drain in connection with the San Carlos Drainage Improvements Project.

Based on an Appraisal by Mr. Leonel Garza, III with Leonel Garza, Jr., & Associates LLC, a State Certified General Real Estate Appraiser. Commissioners' Court of Hidalgo County authorized me to make an offer of $ **21,015.00** for the taking of your property. The offer represents total compensation for land and improvements. We are prepared to negotiate with you to acquire this parcel of land at its full appraised value.

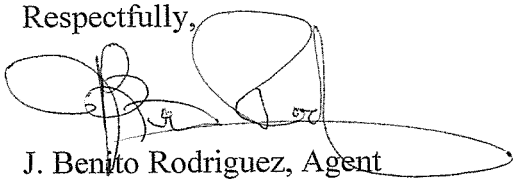
BREAKDOWN

Land		
1.14 Acres @ $ 18,000.00 per acre (Fee Simple)	$	**20,520.00**
0.11Acre @ $ 4,500.00 per acre (As Easement)	$	**495.00**
Improvements	$	.00
Total Estimated	$	**21,015.00**
Cost to Cure Damages	$	.00
Total Offer	$	**21,015.00**

We would appreciate if you would take the time to review the package of information sent. If this offer is not accepted or if you feel that you may need additional time to

consider the offer, please contact our office, otherwise, within ten working days from the date received of this letter, condemnation proceedings will be instituted for the acquisition of the right of way. Thereafter the County Court at Law will appoint three disinterested freeholders to serve as Special Commissioners', a date will be set for the hearing and you will be notified of the time and place set for the hearing at which the special Commissioners will hear the evidence presented and arrive at an award which will be filed with the Court. The County may then deposit the amount of the award with the County Clerk of the County of Hidalgo at which time the County may take possession of the property involved. If either you or the County is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law, and the case subsequently may be tried before the County Court at Law as in other civil cases.

Respectfully,



J. Benito Rodriguez, Agent
Hidalgo County Pct. #4 Right of Way Dept.

AI-28200 **20. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Approval of 2011 Certification of New Sources of Revenue;

2. Presentation of 2012 Statement of Estimated Available Resources

BACKGROUND

Handouts will be provided during the Commissioners' Court meeting.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/23/2011 03:06 PM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Maria Medina Started On: 08/23/2011 01:22 PM

Final Approval Date: 08/25/2011

COUNTY OF HIDALGO
COUNTY AUDITOR'S OFFICE
COMMISSIONERS' COURT AGENDA REQUEST FORM

No: _____

DATE: August 23, 2011 MEETING DATE REQUEST: August 30, 2011

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO

DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION: **REGULAR AGENDA**

1. Approval of 2011 Certification of New Sources of Revenue
2. Presentation of 2012 Statement of Estimated Available Resources

BACKGROUND: **(Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)**

Handouts will be provided during the Commissioners Court meeting.

BUDGETARY IMPACT: **$0**

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____

DEPT/FUND NO: _____ AMT EXPENDED: $_____ FUNDS/STAFFING BUDGETED: Yes____ No ____

ACCOUNT CODE: _____ IMPACT ON FUTURE BUDGET: YES ____ No ____

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ (DATE) DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

AI-28281 **21. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #2 Adm. (1200):
1. Approval to change one (1) Office Clerk position, slot no. 0012 from regular part-time status to regular full-time work status, budgeted salary $18,564.00, effective next full pay period.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-005-0-xxx

FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:** no

BUDGETARY IMPACT:

Funding available in lapsed salaries from various vacant positions.

Attachments

revised backup

pars

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Sylvia Solis Started On: 08/25/2011 10:02 AM

Final Approval Date: 08/25/2011

HIDALGO COUNTY
PRECINCT #2

Job Title: **Office Clerk** **FLSA: Non-Exempt**

Dept No: **Civil Service: Non-Exempt**

SUMMARY:
Answers telephone, performs light clerical duties, greets and routes walk-ins.

ESSENTIAL DUTIES and RESPONSIBILITIES:
- Answers telephones and directs phone calls to appropriate staff member; takes messages as required.
- Greets visitors and directs them to proper location.
- Maintains daily activity log.
- Performs light clerical work such as typing, filing and envelope stuffing.
- May be required to attend meetings from time to time and work extra work hours as deemed necessary.
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Regular attendance is a must; **must be willing to work a 10-hour shift (hours may vary).**
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE:
- High school diploma or GED.
- Should have experience as a receptionist, strong telephone skills and log-keeping.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas motor vehicle operator's license.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS and ABILITIES:
- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone.
- Bilingual (Spanish and English) with the ability to converse in both languages, preferred.
- Knowledge of personal computer and software.
- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, August 30, 2011 **Agenda Item:** 28281

Summary of request/proposal:

PCT. 2 ADMINISTRATION (1200):

Approval to change one (1) Office Clerk position, slot no. 0012 from regular part-time status to regular full-time work status, budgeted salary $18,564.00, effective next full pay period.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	OFFICE CLERK	0012	113	0.00	18,564.00	18,564.00
				0.00	18,564.00	18,564.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-122-005-0-	113	PCT 2 ADMIN -	REG F/T EMPLOYEES	$5,712.00
1-1200-431-00-122-005-0-	211	PCT 2 ADMIN -	HEALTH INSURANCE	$0.00
1-1200-431-00-122-005-0-	212	PCT 2 ADMIN -	LIFE INSURANCE	$0.00
1-1200-431-00-122-005-0-	220	PCT 2 ADMIN -	FICA	$436.97
1-1200-431-00-122-005-0-	230	PCT 2 ADMIN -	RETIREMENT	$548.35
1-1200-431-00-122-005-0-	250	PCT 2 ADMIN -	UNEMPLOYMENT COMP	$28.56
1-1200-431-00-122-005-0-	260	PCT 2 ADMIN -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$6,725.88

2012 Budgetary Impact: **$25,486.11**

Possible Funding Sources: **FUNDS AVAILABLE IN LAPSED SALARIES FROM VARIOUS VACANT POSITIONS**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-122-005-0

AI - 28281

PCT. 2 ADMINISTRATION

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMIN				$69,337.00	$69,337.00	$394.54	$0.00	$0.00	$5,000.00	$0.00	$74,731.54
0002	113	EXECUTIVE ASSISTANT IV	0	0	$0.00	$68,687.00	$68,687.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$70,007.00
0003	113	SPECIAL PROJECTS/ PROGRAM MANAGER	0	0	$0.00	$51,870.00	$51,870.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51,870.00
0004	113	RECEARCH & DEVELOPMENT DIRECTOR	0	0	$0.00	$49,039.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	EXECUTIVE ASSISTANT				$45,585.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	H.R. COORDINATOR	0	0	$0.00	$43,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	ADMINISTRATIVE ASSISTANT II	0	0	$0.00	$39,900.00	$39,900.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$40,980.00
0009	113	DATA ENTRY CLERK II	0	0	$0.00	$29,233.00	$25,443.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,443.00
0010	113	CLERK/ RECEPTIONIST	0	0	$0.00	$28,894.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0011	113	OFFICE CLERK	0	0	$0.00	$28,894.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0012	**113** ~~**114**~~	**OFFICE CLERK**	**0**	**0**	**$0.00**	**$18,564.00** ~~**$10,221.00**~~	**$9,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$9,360.00**
0013	113	ACCOUNTANT III	0	0	$0.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
					$0.00	$527,188.00	$350,445.00	$2,794.54	$0.00	$0.00	$5,000.00	$0.00	$358,239.54

Approval to change one (1) Office Clerk position, slot no. 0012 from regular part-time status to regular full-time work status, budgeted salary $18,564.00, effective next full pay period.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT 2 ADMINISTRATION (122-005) DATE: 8/25/11

CURRENT POSITION TITLE: OFFICE CLERK CURRENT SLOT. #: 0012

REQUESTED POSITION TITLE: OFFICE CLERK

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other CHANGE PART-TIME TO FULL-TIME

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 10,221.00 (Current Budgeted Salary) $ 18,564.00 (Proposed Budgeted Salary) $ 8,343.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The Clerk position will be responsible to basic clerical duties and any other duties assigned by the department supervisors.

The request to change from part-time is that the department is growing and we are in need of a regular full-time office staff.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/25/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	8/26/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	08/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-28192 **22. A.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Auxiliary Court **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

FY 2011 Jag grant (1282):
1. Approval to accept the FY 11 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $85,520.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the FY 11 Edward Byrne Memorial Justice Assistance Grant award (JAG).
3. Approval of 2011 appropriation of funds for the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $85,520.00 (1282).
4. Approval of Salary Schedule.

BACKGROUND

FY 11 Jag funds will cover salaries, fringe benefits, and other allowances (Bailiff and Court Coordinator - Auxiliary Court) for approximately 8.63 months (January 2012 - September 2012).

The award should be signed by the authorized grantee official (County Judge). The authorized grantee official should also initial each page of Special Conditions (bottom right corner). Both the Award document and special conditions should be sent to the Office of Justice Programs Control Desk via email (acceptance@usdoj.gov) or by fax to 202-354-4081 or 866-388-3055.

Award# 2011-DJ-BX-2156 Grant Period 10/1/10 thru 9/30/14

Reference:
AI#27249 6-28-11 To apply for grant
AI#27270 7-05-11 Public Hearing & Discussion... on Program application, strategies, narratives etc.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1282-412-00-115-047-4-XXX

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $85,520.00 for the FY 11 Jag Grant.

Revenue account--> 1-1282-331-11-115-047-4-000 Justice Assistance Grant - Revenue

Change of status forms to be sumitted for processing upon exhaustion of funds. rc

Attachments

FY 11 Jag award documents
email award notice
Appropriation

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/24/2011 11:07 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Manuel Chapa Started On: 08/22/2011

Final Approval Date: 08/25/2011

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 15, 2011

The Honorable Ramon Garcia
Hidalgo County
100 E. Cano Street
2nd Floor
Edinburg, TX 78539-4548

Dear Judge Garcia:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of $85,520 for Hidalgo County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Carrie Booth, Program Manager at (202) 305-7426; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell

Denise O'Donnell
Director

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 15, 2011

The Honorable Ramon Garcia
Hidalgo County
100 E. Cano Street
2nd Floor
Edinburg, TX 78539-4548

Dear Judge Garcia:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Hidalgo County
100 E. Cano Street 2nd Floor
Edinburg, TX 78539-4548

4. AWARD NUMBER: 2011-DJ-BX-2156

5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014

BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014

6. AWARD DATE 08/15/2011

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Hidalgo County FY 2011 JAG Project

10. AMOUNT OF THIS AWARD $ 85,520

11. TOTAL AWARD $ 85,520

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL

Denise O'Donnell

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Ramon Garcia
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		85520

21. KDJUGT0249

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2011-DJ-BX-2156 AWARD DATE 08/15/2011

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

PROJECT NUMBER 2011-DJ-BX-2156 AWARD DATE 08/15/2011

SPECIAL CONDITIONS

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ccr.htm (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

10. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).

SPECIAL CONDITIONS

11. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

12. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

13. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

14. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

SPECIAL CONDITIONS

15. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

18. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

19. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

21. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

22. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

PROJECT NUMBER 2011-DJ-BX-2156 AWARD DATE 08/15/2011

SPECIAL CONDITIONS

23. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

24. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

25. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Hidalgo County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2011-DJ-BX-2156

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Carrie Booth
(202) 305-7426

2. PROJECT DIRECTOR (Name, address & telephone number)

Manuel Chapa
Planning Analyst
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539-4548
(956) 292-7025

3a. TITLE OF THE PROGRAM

FY 2011 Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Hidalgo County FY 2011 JAG Project

5. NAME & ADDRESS OF GRANTEE

Hidalgo County
100 E. Cano Street 2nd Floor
Edinburg, TX 78539-4548

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2014

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2014

9. AMOUNT OF AWARD

$ 85,520

10. DATE OF AWARD

08/15/2011

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).
The grantee will support the salaries of a bailiff and court coordinator assigned to the auxiliary courts. The grant funded personnel will help ensure the county's criminal caseload is processed in a timely and efficient manner. NCA/NCF

Original Message-----
From: donot-reply@ojp.usdoj.gov [mailto:donot-reply@ojp.usdoj.gov]
Sent: Monday, August 15, 2011 8:17 PM
To: ramon.garcia@co.hidalgo.tx.us; manuel.chapa@co.hidalgo.tx.us
Subject: GMS Award 2011-DJ-BX-2156

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.

a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."

b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.

5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).
3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.
4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Carrie Booth at 2023057426.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Carrie Booth at 2023057426. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at gms.helpdesk@usdoj.gov.

Web link to GMS: https://grants.ojp.usdoj.gov

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions: http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf

Post Award Instructions: http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf

OJP Financial Guide: http://www.ojp.usdoj.gov/financialguide/

Please do not reply to this message. You can contact your program manager Carrie Booth at 2023057426.

DATE: August 24, 2011

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept of Budget & Mgmt for Auxiliary Court - FY 11 Justice Assitance Grant (JAG) - (1282)

ACCOUNT NUMBER: 1-1282-412-00-115-047-4-XXX (Jag Grant

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 ext. 5760

REVISED
2011
Transfer

AI#28192

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1-1282-412-00-115-047-4-113	JAG-Salaries - F/T Employees	62,636.00
1-1282-412-00-115-047-4-115	JAG-Longevity Pay	432.00
1-1282-412-00-115-047-4-116	JAG-Interpreter Pay	4,315.00
1-1282-412-00-115-047-4-211	JAG-Health Insurance	5,904.00
1-1282-412-00-115-047-4-212	JAG-Life Insurance	38.00
1-1282-412-00-115-047-4-220	JAG-FICA	5,154.00
1-1282-412-00-115-047-4-230	JAG-Retirement	6,704.00
1-1282-412-00-115-047-4-250	JAG-Unemployment Compensation	337.00
	TOTAL APPROPRIATION	**85,520.00**
1-1282-331-11-115-047-4-000	Justice Assistance Grant - Revenue	85,520.00
	TOTAL REVENUE	**85,520.00**
	TOTAL BUDGET INCREASE (DECREASE)	**85,520.00**

REASON: To appropriate the FY 2011 Edward Byrne Justice Assistance Grant (JAG) Program award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-28201 **22. B.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Pct #4 - Drainage Impr. Proj. **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #4 Drainage Improvement Project (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

2. Approval of 2011 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of $329,143.03 (Labor Reimbursements Jan. thru May 2011).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-036-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of 2011 appropriation of funds in the amount of $329,143.03 into Pct #4 Drainage Improvement Project (Labor Reimbursements - Jan. thru May 2011)

Revenue account# 1-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/24/2011 01:26 PM
Budget & Management	Merlen P. Munoz	08/24/2011 01:46 PM
Olga Garza	Olga Garza	08/25/2011 09:46 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Manuel Chapa Started On: 08/23/2011

Final Approval Date: 08/25/2011

DATE: August 23, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME:

AI# 28201

Dept. of Budget & Mgmt. for - Pct# 4
Drainage Improvement Project

ACCOUNT NUMBER: 1-1200-431-00-124-036-0-XXX

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-124-036-0-113	Pct 4 Drain Imprv Prj	Reg F/T Employees	256,842.52
1-1200-431-00-124-036-0-211	Pct 4 Drain Imprv Prj	Health Insurance	26,872.23
1-1200-431-00-124-036-0-212	Pct 4 Drain Imprv Prj	Life Insurance	235.81
1-1200-431-00-124-036-0-220	Pct 4 Drain Imprv Prj	FICA	19,250.21
1-1200-431-00-124-036-0-230	Pct 4 Drain Imprv Prj	Retirement	24,657.37
1-1200-431-00-124-036-0-250	Pct 4 Drain Imprv Prj	Unemployment Comp	1,284.89
1-1200-360-00-124-002-0-000	R&B Pct 4 - Misc Drain Reimb - Revenues		329,143.03
		TOTAL BUDGET INCREASE (DECREASE)	$ 329,143.03

REASON: Appropriation of funds for Pct 4 Drainage Improvement Project - Labor Reimbursements from Jan thru May 2011 (PP #2-10)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-28265 **22. C.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Damaris SanMiguel **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to the Countywide Administration-Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** Countywide G/F

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 8-24-11. Please refer to attached Salary Sweep analysis, obj. 113

Attachments

Salary Sweep as of 8-24-11

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/25/2011 08:38 AM
Budget & Management	Merlen P. Munoz	08/25/2011 08:48 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Ivan Cantu Started On: 08/25/2011 08:13 AM

Final Approval Date: 08/25/2011

Hidalgo County

Department of Budget & Management

Salaries Sweep, Obj. 113
As of Wednesday, August 24, 2011

			Amounts based on BAP Salary Schedule			SAGE	
Account Number	Obj. Code	Department Name	2011 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries Per Year (E*10)	Obj. 113 Available Balance as of 8-24-11	Total Sweep
110041200009003	113	INDIGENT DEFENSE	291,855.00	11,225.19	112,251.92	112,287.40	(35.48)
110041200031001	113	MASTER COURT	85,504.00	3,288.62	32,886.15	32,886.14	0.01
110041200032001	113	MASTER CRT II	85,504.00	3,288.62	32,886.15	32,886.14	0.01
110041200045001	113	CRIMINAL AUXILIARY COURT	209,799.00	8,069.19	80,691.92	80,691.89	0.03
110041200062001	113	JP PCT 1/PL 2	122,155.00	4,698.27	46,982.69	47,057.77	(75.08)
110041200065001	113	JP PCT 3/PL 1	146,637.00	5,639.88	56,398.85	56,860.38	(461.53)
110041200066001	113	JP PCT 3/PL 2	146,636.00	5,639.85	56,398.46	56,398.45	0.01
110041200067001	113	JP PCT 4/PL 1	187,367.00	7,206.42	72,064.23	72,248.56	(184.33)
110041200068001	113	JP PCT 4/PL 2	256,347.00	9,859.50	98,595.00	109,805.52	(11,210.52)
110041200069001	113	JP PCT 5/PL 1	122,155.00	4,698.27	46,982.69	47,364.43	(381.74)
110041200080002	113	CRIM DA	4,398,796.00	169,184.46	1,691,844.62	1,706,780.45	(14,935.83)
110041200090001	113	DIST CLERK	1,952,965.00	75,114.04	751,140.38	760,778.76	(9,638.38)
110041230085003	113	PUBLIC DEFENDER	464,882.00	17,880.08	178,800.77	178,816.82	(16.05)
110041300110006	113	CO JUDGE	676,630.00	26,024.23	260,242.31	277,545.46	(17,303.15)
110041300125001	113	EXECUTIVE OFFICE	443,144.00	17,044.00	170,440.00	175,800.53	(5,360.53)
110041400130001	113	ELECTIONS DEPT	560,313.00	21,550.50	215,505.00	215,679.49	(174.49)
110041500200001	113	INFORMATION TECHNOLOGY	1,017,259.00	39,125.35	391,253.46	398,135.19	(6,881.73)
110041514115001	113	BUDGET & MANAGEMENT	909,072.00	34,964.31	349,643.08	366,383.21	(16,740.13)
110041515140001	113	TAX OFF	3,938,934.00	151,497.46	1,514,974.62	1,512,610.52	2,364.10
110041516150001	113	CO TREASURER	510,139.00	19,620.73	196,207.31	198,473.88	(2,266.57)
110041518160001	113	PURCHASING	1,144,889.00	44,034.19	440,341.92	461,736.85	(21,394.93)
110041540180001	113	CO CLERK	1,876,574.00	72,175.92	721,759.23	717,780.67	3,978.56
110041550190002	113	HUMAN RESOURCES	346,910.00	13,342.69	133,426.92	135,981.87	(2,554.95)
110041910210001	113	PLANNING DEPT	625,921.00	24,073.88	240,738.85	240,738.78	0.07
110041940220001	113	FACILITIES MANAGEMENT	2,641,695.00	101,603.65	1,016,036.54	1,042,298.13	(26,261.59)
110041950125003	113	SAFETY	551,370.00	21,206.54	212,065.38	214,737.30	(2,671.92)
110042100125011	113	TX DPS	168,721.00	6,489.27	64,892.69	69,709.13	(4,816.44)
110042100280001	113	SHERIFF	12,823,474.00	493,210.54	4,932,105.38	4,989,925.13	(57,819.75)
110042100293001	113	CONSTABLE PCT.3	631,356.00	24,282.92	242,829.23	244,054.52	(1,225.29)

Hidalgo County

Department of Budget & Management

Salaries Sweep, Obj. 113
As of Wednesday, August 24, 2011

			Amounts based on BAP Salary Schedule			SAGE	
Account Number	Obj. Code	Department Name	2011 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries Per Year (E*10)	Obj. 113 Available Balance as of 8-24-11	Total Sweep
110042100295001	113	CONSTABLE PCT.5	281,472.00	10,825.85	108,258.46	120,954.81	(12,696.35)
110042210300001	113	FIRE MARSHAL	216,435.00	8,324.42	83,244.23	83,400.42	(156.19)
110042321280002	113	JAIL	13,622,113.00	523,927.42	5,239,274.23	5,305,887.49	(66,613.26)
110042900110075	113	EMERGENCY MANAGEMENT	248,842.00	9,570.85	95,708.46	96,025.38	(316.92)
110043200121001	113	SANITATION PCT.1	500,798.00	19,261.46	192,614.62	246,356.62	(53,742.00)
110043200122001	113	SANITATION PCT.2	635,556.00	24,444.46	244,444.62	283,768.74	(39,324.12)
110043200123001	113	SANITATION PCT.3	907,868.00	34,918.00	349,180.00	369,828.48	(20,648.48)
110043200124001	113	SANITATION PCT.4	363,410.00	13,977.31	139,773.08	139,777.32	(4.24)
110044100340001	113	HEALTH ADM	1,237,931.00	47,612.73	476,127.31	492,731.13	(16,603.82)
110044100340003	113	HEALTH CLINICS	2,851,857.00	109,686.81	1,096,868.08	1,107,058.29	(10,190.21)
110044400240001	113	HUMAN SERVICES	906,424.00	34,862.46	348,624.62	357,920.17	(9,295.55)
110044400360001	113	CHILD WELFARE	80,188.00	3,084.15	30,841.54	33,153.49	(2,311.95)
110044400370001	113	VETERAN'S SRV	125,780.00	4,837.69	48,376.92	48,376.89	0.03
110045200121013	113	PARKS PCT.1	543,313.00	20,896.65	208,966.54	220,628.48	(11,661.94)
110045200122008	113	PARKS PCT.2	341,558.00	13,136.85	131,368.46	159,984.83	(28,616.37)
110045200123008	113	PARKS PCT.3	424,242.00	16,317.00	163,170.00	164,583.59	(1,413.59)
110045200124009	113	PARKS PCT.4	265,218.00	10,200.69	102,006.92	104,701.36	(2,694.44)
110046100380001	113	TX AGRILIFE EXT	170,429.00	6,554.96	65,549.62	65,549.54	0.08
110046600121050	113	PCT 1 CRC	60,427.00	2,324.12	23,241.15	26,117.72	(2,876.57)
110046600122018	113	PCT 2 CRC	97,623.00	3,754.73	37,547.31	37,790.83	(243.52)
110046600122082	113	PCT 2 CRC - SOUTH TOWER RD	91,435.00	3,516.73	35,167.31	37,206.83	(2,039.52)
			$ 61,309,922.00	**$ 2,358,073.92**	**$ 23,580,739.23**	**$ 24,058,255.78**	**$ (477,516.55)**
1100-415-00-115-002-0-899 Co. Wide Adm.-Contingency							**$ 477,516.55**
		TOTALS					**-**

To transfer lapsed salaries (obj. 113) from various departments to the Co. Wide Administration account.

AI-28152 **22. D. 1.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Supplement Court Guardianship (1250):
Approval of appropriation of funds in the amount of $12,000.00 for the Supplement Court Guardianship fund (1250) to fund guardian ad litem expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1250-4XX-00-XXX-XXX-0-831

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $12,000.00 available as of 08/18/2011 under fund balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/23/2011 11:35 AM
Sylvia Solis	Sylvia Solis	08/25/2011 08:59 AM
Budget & Management	Angela Garcia	08/25/2011 09:01 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Angela Garcia Started On: 08/23/2011

Final Approval Date: 08/25/2011

DATE: August 17, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Suppl. Court Guardianship

ACCOUNT NUMBER: 1-1250-412-00-023-003-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1-1250-412-00-023-003-0-333	SUPPL CRT GRDNSHP LEGAL	12,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**12,000.00**

REASON: To appropriate funding for the Probate Court to fund guardian ad litem attorney(s).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-28195 **23. A. 4.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation and request to waive the five (5) year extended reporting clause required by Hidalgo County under the professional liability insurance Exhibit C inasmuch as level of risk/liability is very low and thus not available for such professional services for the contract awarded to Brian Godinez Communiations and as further explained in supporting documentation contained and attached herein;

BACKGROUND

Pursuant to Mr. Godinez's Insurance Company (Alamo Insurance Group), the five (5) year extended coverage is not available and will not be shown on the certificate of insurance. Based on the RFP, the required extended provision is not applicable in this case (see correspondence attached).

Contract document was approved for award by Commissioners Court on August 2, 2011 and has been pending execution until this is resolved.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

This agenda item does have have a budget impact, this is for approval of a request to waive a requirement under our Exhibit C Insurance Docuement.

Attachments

Exhibit C Insurance Requirement

Alamo Insurance Correspondence

Professional Liaibility Certificate Of Accord

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/24/2011 03:40 PM
Budget & Management	Merlen P. Munoz	08/24/2011 03:58 PM
Rosalinda Cantu	Rosie Cantu	08/25/2011 09:44 AM
Auditor's Office	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Vangie Garcia Started On: 08/23/2011 10:17 AM

Final Approval Date: 08/25/2011

EXHIBIT "C"

Insurance Requirements

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. 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.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar (%500,000.00) Comprehensive General Liability Insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

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.

See Alamo Insurance's Correspondence below.

Evangelina Garcia

From: Yolanda Velasquez [yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 4:14 PM
To: 'Evangelina Garcia'
Subject: FW: Godinez Communications

FYI: Rec'd from Darlene not Ms. Marty.

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 1:42 PM
To: 'Yolanda Velasquez'
Subject: FW: Godinez Communications

FYI Mr. Looney

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 1:41 PM
To: 'RocKio'; 'Darlene Betancourt'
Cc: 'ramon garcia'; 'Yolanda'; 'Jaime Longoria'
Subject: FW: Godinez Communications

FYI for project and contract file documentation.
Marty

From: Gary Looney [mailto:glooney@alamoinsgrp.com]
Sent: Tuesday, August 16, 2011 5:13 PM
To: Martha Salazar
Subject: Godinez Communications

We were able to find a carrier for Godinez Communications for the E&O Liability insurance you required in the RFP. Annual cost is approximately $1,300. The 5 yr extended coverage is not available and will not be shown on the certificate of insurance. There is an option to buy upon termination for 3 yrs. Based on the RFP I don't think the extended coverage provision is applicable in this case. It will take the completion of an application and issuance by the carrier for the coverage, it should take less than a week. I will be in your offices tomorrow if you have additional questions. I'll drop by after noon my meeting is scheduled for 2 – 4 with Flora and crew.

Hope all this helps Gary

Gary Looney *REBC*

Senior Vice President
ALAMO INSURANCE GROUP
3201 Cherry Ridge Street Suite D405
San Antonio, Texas 78230
210.524-7104 voice
210.524-7183 fax

Confidentiality Notice: Protected Health Information Enclosed:
Protected Health Information (PH) is personal and sensitive Individually-identifiable information related to a person's health care. It is being faxed/emailed to you after appropriate authorization from the individual or under circumstances that do not require authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Re-disclosure without authorization or as permitted by law is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality could subject you to penalties described in federal and state law.
IMPORTANT WARNING:

This message is intended for the use of the person or entity to which it is addressed. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying or distribution of this information is strictly prohibited. Please notify the sender immediately to arrange for the return or destruction of these misdirected documents.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Emily Rodriguez
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: Erodriguez@alamoinsgrp.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: The United States Liability Ins
INSURED	INSURER B:
Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2011/2012E&OMASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			SP1022568	8/18/2011	8/18/2012	$1,000,000/$1,000,000 Limit $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificateholder is hereby named as additional insured on professional liability as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County
Attn: Evangelina Garcia
100 E. Cano
2nd Floor
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

John McMahan/EMILY Pat McMahan

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Professional Liability Insurance Services, Inc.
2914 Cherokee Street, Suite A-1, Kennesaw, GA 30144
Phone 770 427 9577 Fax: 770 427 5218
800 713 9473 (Atlanta) 800 761 7547 (National)
http://www.pliswholesale.com E-mail info@pliswholesale.com

BINDER

Date: 8/19/2011

To: Tommy Martin

Attn:

From: Betty Thompson

Commission 15 %

Regarding: **Godinez Communications**

Policy Period: From **8/18/2011** To **8/18/2012**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage with **United States Liability Insurance Company** as policy number **SP 1022568**.

Specified Professions Errors & Omissions Liability

Limits	Deductible
$1,000,000/$1,000,000	**$1,000**

Retroactive Date: 8/18/2011

Endorsements

CONSA Application
SP-210 (07-09) Retroactive Date Endt
SP-216 (07-09) Related Parties Excl. Endt
SP-224 (07-09) Additional Insured Endt
SP-GA (05-10) Georgia State Amendatory Endorsement
SP (07-09) Specified Professions Professional Liability
SP Jacket (09-10) Specified Professions Professional Liability

Policy To Follow Shortly

AI-28229 **23. A. 5.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation and discussion of scoring grid of the firms responding to City of Edinburg's procurement of qualified firms for the provision of engineering services for the: Safe Routes to Schools Project participated by ECISD, City of Edinburg, County of Hidalgo (through AFA from TxDOT);

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Fiscal impact detailed in all agreements attached herein.

Attachments

AI 28229 #1

AI 28229 #2

AI 28229 #3

AI 28229 #4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/25/2011 09:00 AM
Purchasing Department	Gricelda Villarreal	08/25/2011 09:17 AM
Budget & Management	Merlen P. Munoz	08/25/2011 09:22 AM
Rosalinda Cantu	Rosie Cantu	08/25/2011 09:55 AM
Auditor's Office	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Marty Salazar Started On: 08/24/2011 01:03 PM

Final Approval Date: 08/25/2011

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, THE CITY OF EDINBURG, TEXAS AND THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Agreement is made on this the day of 6-21, 2011, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "**County,**" the EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "**ECISD,**" and the CITY OF EDINBURG, TEXAS hereinafter referred to as "**City**" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edinburg Consolidated Independent School District through the County of Hidalgo applied for a Safe Routes to School Grant from the Texas Department of Transportation (the "Grant");

WHEREAS, though Minute Order No. 112268 on May 27, 2010 County was granted $1,134,430.00 through the Safe Routes to School Program (SRTS) Fund for the construction of improvements such as the construction of sidewalks, redesign of crosswalks and installation of bicycle racks in the vicinity of five (5) campuses located within the County belonging to ECISD (Carmen Avila Elementary School, San Carlos Elementary School, J.F. Kennedy Elementary School, Esparza Elementary School, and Betts Elementary School) (the "Project");

WHEREAS, County entered into three Advance Funding Agreements ("AFA") with the Texas Department of Transportation (the "State") for funds to construct the Project;

WHEREAS, County and ECISD originally entered into an Interlocal Agreement on February 1, 2011 (the "Original Agreement") to cooperate in constructing the Project and desire to amend and restate such agreement to amend and restate the terms of the Original Agreement and to add the City as a party;

WHEREAS, City desires to assist with the efforts of County and ECISD in the coordination of the Project;

WHEREAS, the County has determined that it will receive a benefit from the infrastructure improvements and has agreed to assist ECISD and the City;

WHEREAS, ECISD and City have determined that they will receive benefits from the infrastructure improvements and have agreed to assist County;

WHEREAS, ECISD, City, and County have agreed to cooperate in the improvements as further herein described; and

WHEREAS, ECISD, City, and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, ECISD and County hereby amend and restate the Original Agreement and ECISD, City and County, in consideration of the mutual covenants expressed hereinafter agree as follows:

1. The County serves as the lead agency for the Project and executed the AFA with the State. ECISD, City, and County will jointly coordinate the Request For Qualifications process and contract award for preliminary engineering and environmental assessment services. The County will provide any required submissions to the State as required by the AFA and the Grant.

2. The County, City and ECISD will participate in the RFQ process for the procurement of engineering services on the Project. All parties agree that such procurement shall be done in accordance with the procurement requirements of 23 C.F.R. § 172, if applicable, and Texas Government Code § 2254, *et.seq.* as amended (the "Procurement Laws"). A committee shall be created to coordinate the RFQ and contract award. Such committee shall consist of three individuals selected by ECISD, one individual selected by the County and one individual selected by the City (the "Committee"). The Committee shall present their recommendation of the contract award to the respective governing bodies of County, City and ECISD for approval and the parties will not withhold approval of the contract award to the recommended engineering firm chosen by the Committee unless the selection of such engineering firm was not done in compliance with the Procurement Laws. The County shall have the right to reject such recommendation if approval of such contract award will cause the County to breach its obligations under the AFA.

3. The County in conjunction with the ECISD and the City will coordinate the construction of the Project through the Texas Department of Transportation who will provide all construction services. All parties agree that the terms of the AFA related to construction of the Project, specifically Section 11, "Construction Responsibilities" will govern the construction of the Project and the parties, if applicable, will obtain any approvals required by the State before commencement of any construction work. The County and ECISD may agree by future mutual written agreement to evenly split the cost of any increase in the construction costs of the Project. The County and ECISD shall not be required to agree to any increase in the construction costs of the Project. County and ECISD agree to follow any procedures required by the State under the AFAs before approving any increase in the construction cost of the Project.

4. Upon final completion of construction of the Project, the County agrees to repair and maintain only those improvements located within the jurisdiction of the County right-of-way. Such repair and maintenance shall be done in accordance with the same standards the County would normally use to repair and/or maintain any improvements of similar nature located within the County right-of-way.

5. All engineering costs and environmental assessment costs shall be paid for by the County and, to the extent applicable, will submit the invoices to the State for reimbursement.

6. The City will cause the engineer chosen for the Project to segregate the invoices for the Project. The parties agree that the Engineer is to provide County with a separate invoice for services rendered for the Project herein described by this agreement only. The City will provide to County any documents related to the Project to County as soon as possible, but no later than three (3) business days, upon written request by the County.

7. County will designate personnel to assist with the coordination of the Project.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party, to the extent those such purchasing laws, regulations, policies, and procedures will not constitute a breach of any obligation under the AFA.

9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so a 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(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.

10. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Edinburg and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **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 ECISD:	Edinburg Consolidated Independent School District Attention : Dr. Rene Gutierrez, Superintendent of Schools 411 N. 8th St. Edinburg, Texas 78540
If to County:	County of Hidalgo Attention: Ramon Garcia, Hidalgo County Judge 1615 S. Closner, Ste. J Edinburg, Texas 78539-3523
If to City:	City of Edinburg, Texas Attn: MAYOR, RICHARD H. GARCIA 415 W. University Edinburg, Texas 78540

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.

13. **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.

14. **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.

15. **Assignment**. This Agreement shall not be assignable.

16. **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.

17. **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.

18. **Authority to Execute.** The execution and performance of this Agreement by Edinburg and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of Edinburg and County in accordance with its terms

19. **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.

20. **Commitment of Current Revenues Only.** In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY, TEXAS

Ramon Garcia, Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

5/31/11

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

David Torres, President, Board of Trustees

ATTEST:

By: _____
Ciro Trevino, Secretary, Board of Trustees

CITY OF EDINBURG

_____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra Ayala-Garza, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

By: _____
Jacques Trevino
ECISD General Counsel

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

By: _____
_____, City Attorney

Approved by Commissioners' Court

On: 5/31/11

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
AMENDED & RESTATED
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 for the construction of improvements such as sidewalks, redesign of crosswalks and installation of bicycle racks in the vicinity of five (5) Edinburg Consolidated Independent School District campuses located within Hidalgo County:

Carmen Avila Elementary School
San Carlos Elementary School
J.F. Kennedy Elementary School
Esparza Elementary School
Betts Elementary School

through an Interlocal Cooperation Agreement to be entered into with the Edinburg Consolidated Independent School District, the City of Edinburg, Texas and Hidalgo County.

By vote on May 31, 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

APPROVED BY
COMMISSIONERS COURT
5/31/11

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

March 15, 2011

RECEIVED
MAR 21 2011
COUNTY JUDGE

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreements for Safe Routes to School Project
CSJs: 0921-02-263, 0921-02-265, & 0921-02-269

Dear Judge Garcia:

Enclosed for your records are three (3) fully executed Safe Routes to School Advance Funding Agreements between the State of Texas and Hidalgo County concerning projects to improve sidewalks and crosswalks at the following schools: Carmen Avila Elementary, Esparza Elementary and Betts Elementary and San Carlos Elementary and J.F. Kennedy Elementary.

Since the County will be responsible for managing and/or performing work under this contract for which reimbursement will be provided by or through the State, the County must complete training before any work begins. Training is considered complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The individual who receives the training certificate may be an employee of the County or an employee of a firm that has been contracted by the County to perform oversight of the Project. In addition, in managing and/or performing the work the County will need to follow local government project procedures which can be found at http://www.dot.state.tx.us/business/governments/lgpp.htm.

Mr. Stephen P. Walker, R.L.A., out of the Pharr District Office, has been designated as our Project Manager for these project and can be reached at (956)702-6142 or via email at stephen.walker@txdot.gov. Please work directly with Mr. Walker on all matters regarding this project and provide him with the required training certificate before you begin any work.

Should you have any questions please contact me or Jody R. Ellington, our Director of Transportation Planning and Development, at 702-6100.

Sincerely,

Mario R. Jorge, P.E.
Pharr District Engineer

Enclosures

cc: Jody R. Ellington, P.E., Director of Transportation Planning and Development
Hector Gonzalez, P.E., Pharr Area Engineer
Jesus Leal, P.E., Director of Transportation Operations
Evan Roberts, P.E., District Design Support and Special Programs Engineer
District File

CSJ # 0921-02-263
District # 21- Pharr
Code Chart 64 # 50109
Project: Carmen Avila
Elementary School
Federal Highway Administration
CFDA #20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT
ON-SYSTEM

This Advance Funding Agreement for a safe routes to school project (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Hidalgo, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project which is briefly described as construct sidewalks, redesign crosswalks and install bicycle racks at Carmen Avila Elementary School, hereinafter called the Project; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

CSJ # 0921-02-263
District # 21- Pharr
Code Chart 64 # 50109
Project: Carmen Avila
Elementary School
Federal Highway Administration
CFDA #20.205

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated 2/7/11, which is attached hereto and made a part hereof as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
2. **Termination of this Agreement**
   This agreement may be terminated by any of the following conditions:
   - by mutual written consent and agreement of all parties.
   - by any party with 90 days written notice.
   - by either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

   A. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
   B. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
   C. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A Project may be eliminated from the program, and this Agreement terminated, if:
      i. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
      ii. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
      iii. The Local Government withdraws from participation in the Project.
      iv. The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.
      v. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. **Amendments**
This Agreement may be amended due to changes in the work, amount of funding required to complete the Project or changes in the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.
4. **Scope of Work**
The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of constructing sidewalks, redesigning crosswalks and installing bicycle racks in the vicinity of Carmen Avila Elementary School.
5. **Right of Way and Real Property Acquisition**
Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

   All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

   A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
   B. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the State's issuance of a letter of funding authority.
   C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property.

Tracings of the maps shall be retained by the Local Government for a permanent record.

The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

D. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.

E. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

F. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established

procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.
B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
D. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State.

8. Certification

Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of the project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Engineering Services

Engineering services will be provided by the Local Government. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the Roadway Design Manual, the Pavement Design Manual, the Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas

Accessibility Standards (TAS). All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of AASHTO Policy on Geometric Design of the Highways and Streets, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). All bicycle path and bicycle lane designs must comply with the latest version of the AASHTO Guide for the Development of Bicycle Facilities, the Texas Manual on Uniform Traffic Control Devices, the Hydraulic Design Manual, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.* The use of other systems of specifications shall be approved by the State in writing in advance.

B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.

C. The Local Government shall submit to the State all documentation relating to authorized costs incurred for providing engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible authorized costs.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.

C. All contract change order review and approval procedures must be approved by the State prior to start of construction.

D. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Part 635, Subpart B.

Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this agreement.

13. Local Project Sources and Uses of Funds

A. Project Cost Estimate: A Project Cost Estimate and Payment Schedule is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation.* The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

B. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amounts to be contributed to the Project by federal and local sources.
C. If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Over run funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
D. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the project development cost . Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
E. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
F. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
G. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
H. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
I. The State will not pay interest on any funds provided by the Local Government.
J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
K. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but

not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

L. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

M. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
County of Hidalgo	Director of Contract Services
Attn: County Judge	Texas Department of Transportation
P.O. Box 1356	125 E. 11th Street
Edinburg, Texas 78540	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts

and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State as required by the State. The originals shall remain the property of the Local Government.

18. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

21. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved.

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Project: Carmen Avila
Elementary School
Federal Highway Administration
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Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and

shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

24. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever funds from the ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

25. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

28. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Submission of this certification is a prerequisite imposed by Title 31 U.S.C. §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

29. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

30. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

CSJ # 0921-02-263
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Project: Carmen Avila
Elementary School
Federal Highway Administration
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IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
(Signature)

Printed Name: Ramon Garcia

Title: Hidalgo County Judge

Date: 2/1/11

APPROVED BY
COMMISSIONERS' COURT
ON: 2/1/11 gpr

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Carol Rawson, P.E., Director
Traffic Operations Division

Date: 3/3/11

CSJ # 0921-02-263
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ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

SPECIAL MEETING – FEBRUARY 01, 2011

BE IT REMEMBERED, that on this 1ST day of February A.D., 2011, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE JOEL QUINTANILLA	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR (TITO) PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

DATE 2-07-2011
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By P. Lone Deputy

21. **Precinct #4 - Comm. J. Palacios:** (Exhibit CC)

A. **AI-24972 1. Discussion, consideration, and approval of Advance Funding Agreements between the State of Texas, acting by and through the Texas Department of Transportation, and the County of Hidalgo for the following Safe Routes to School Program projects to construct sidewalks, redesign crosswalks, and install bicycle racks with authority for County Judge to sign the required documents:**

Project	CSJ No.
San Carlos & J.F. Kennedy Elementary Schools	0921-02-265
Carmen Avila Elementary School	0921-02-263
Esparza & Betts Elementary Schools	0921-02-269

On motion of Commissioner Joseph Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval, subject to Auditor's review.

2. Discussion, consideration, and approval of an Interlocal Cooperation Agreement between the County of Hidalgo and the Edinburg Consolidated Independent School District for the Safe Routes to School Program projects to construct sidewalks, redesign crosswalks and install bicycle racks with authority for County Judge to sign.

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

B. **AI-25051 Discussion & possilbe action regarding a letter of intent to be submitted by Pct. 4, related to the Texas Safe Shelter Initiative Grant**

On motion of Commissioner Quintanilla, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

22. **Budget & Management - Raul Silguero Jr.:** (Exhibit DD)

A. **AI-25024 1. Approval of certification of revenue, as certified by the County Auditor, for 2010 intergovernmental contracts in the total amount of $188,067.57.**

On motion of Commissioner Hector Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. Approval of 2010 appropriation of certified revenue for various TxDOT (1315) projects in the total amount of $183,319.41.

3. Approval of 2010 appropriation of certified revenue for Certificate of Obligation Series 2006-Pct. 4 (1336) for the 10th Street Project (program 030) in the amount of $4,748.16.

On motion of Commissioner Hector Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve items 22.A.3 & 4.

B. **Budget Appropriations:**

1. AI-25052 Pct. #2 R&B (1200):

Requesting approval of 2011 appropriation of funds into the following:

DATE 2-07-2011
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By P. Lara Deputy

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 1st day of January 2011

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on January 01, 2011.

Signed this 7 day of February 2011

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

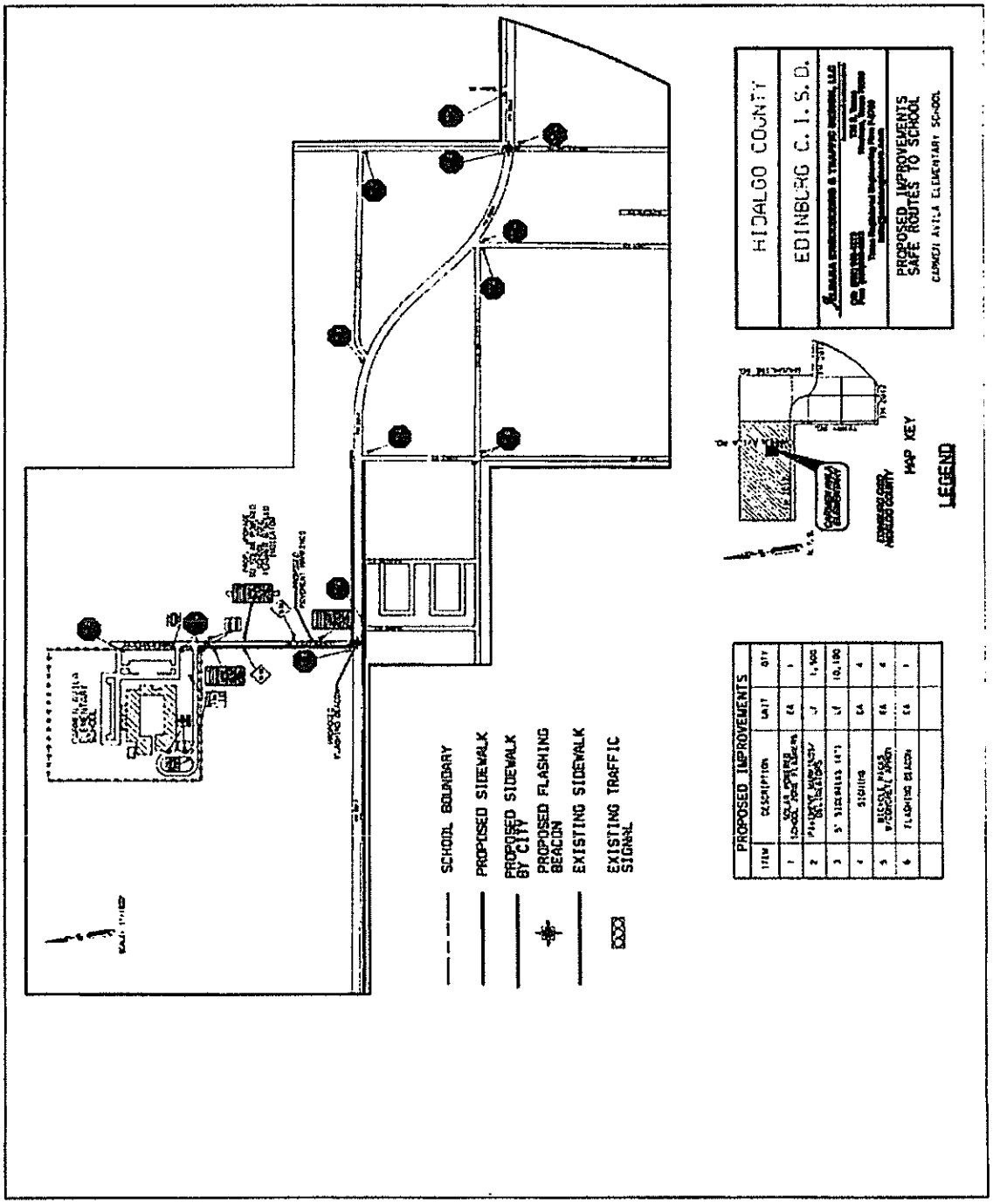
By: _____
Priscilla Torres, Deputy

(Seal)

DATE 2-07-2011
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

CSJ # 0921-02-263
District # 21- Pharr
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ATTACHMENT B
PROJECT LOCATION MAP



CSJ # 0921-02-263
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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS
Carmen Avila Elementary School
CSJ: 0921-02-263

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	$ 40,000.00	100%	$40,000.00	0%	$0	0%	$0
Environmental (by LG)	$ 10,000.00	100%	$10,000.00	0%	$0	0%	$0
Construction (Admin. by State)	$ 382,200.00	100%	$382,200.00	0%	$0	0%	$0
Subtotal	$ 432,200.00		$432,200.00		$0		$0
Engineering Phase Direct State Costs	$ 7,250.00	100%	$ 7,250.00	0%	$0	0%	$0
Construction Phase Direct State Costs	$ 55,419.00	100%	$ 55,419.00	0%	$0	0%	$0
Indirect State Costs	$ 26,796.40	100%	$ 26,796.40	0%	$0	0%	$0
TOTAL	$ 521,665.40		$521,665.40		$0		$0

This is an estimate only, final participation amounts will be based on actual charges to the project.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

VARIOUS Districts

MINUTE ORDER

Pursuant to Title 43, TAC §§25.500 – 25.505, Safe Routes to School Program, the Texas Transportation Commission (commission) may distribute designated federal funds to the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

A call for project applications for the Safe Routes to School Program, opening on August 28, 2009 and closing on November 30, 2009 was published in the *Texas Register* on August 17, 2009. The call requested applications for infrastructure and non-infrastructure projects. The Texas Department of Transportation Bicycle Advisory Committee and the project evaluation committee evaluated projects based on methodology developed in accordance with the selection criteria, pursuant to Title 43, TAC, §25.504. The Director of Traffic Operations reviewed the recommendations of the committees and compiled the recommendation for the commission.

In selecting the projects shown in Exhibit A, Infrastructure Projects, and Exhibit B, Non-Infrastructure Projects, the commission, pursuant to Title 43, TAC, §25.504, considered:

- the recommendations of the Director of Traffic Operations
- safety of the traveling public
- safety in and around school areas
- funding availability

IT IS THEREFORE ORDERED by the commission that the SAFE ROUTES TO SCHOOL PROGRAM – 2009 PROGRAM CALL projects, as shown in Exhibits A and B are approved and the executive director is directed to enter into any necessary agreements and proceed in the most feasible and economical manner with program development at an estimated infrastructure construction cost of $45,645,172 and non-infrastructure project cost of $8,437,928. Federal funding will consist of $54,083,100 apportioned under Section 1404 of Public Law 109-59, SAFETEA-LU.

Submitted and reviewed by:

Carol K. Rawson, P.E.

Director, Traffic Operations Division

Recommended by:

for Executive Director

112268 MAY 27 10

Minute Number | Date Passed

Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Austin	Bastrop	City of Elgin	County Line Road Safe Walking and Biking to Neidig Elementary and Elgin Middle School	Construct Sidewalks	$343,500
Austin	Bastrop	Texas Department of Transportation	Critical Safe Routes to School Pedestrian/Bicyclist Infrastructure for FM 1100 in Elgin, TX	Construct Sidewalks, Install Crosswalks, Construct Pedestrian Bridge	$499,200
Austin	Bastrop	City of Smithville	Smithville's Safe Routes to School Program	Construct Bike/Ped Path, Install Crosswalks, Install School Zone Signs	$212,789
Austin	Blanco	City of Johnson City	City of Johnson City Safe Routes to School - Phase 1	Construct Sidewalks, Install Crosswalks	$496,380
Austin	Hays	City of Buda	City of Buda 2009 Safe Routes to School Improvements	Construct Sidewalks, Construct Bike/Ped Path, Construct Pedestrian Bridge	$500,000
Austin	Travis	City of Austin	City of Austin Safe Routes to School Project	Construct Sidewalks	$500,000
Austin	Williamson	City of Georgetown	Mitchell Elementary Safe Route to School Implementation	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	$399,280
Bryan	Brazos	City of Bryan	Johnson Elementary	Construct Sidewalks, Construct Bike/Ped Path, Install Crosswalks, Install School Zone Flasher	$141,091
Bryan	Brazos	City of Bryan	Bonham Elementary	Construct Sidewalks, Construct Bike/Ped Path, Install Crosswalks, Install School Zone Flasher	$160,603
Bryan	Brazos	City of Bryan	Navarro Elementary	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	$205,410
Bryan	Brazos	City of Bryan	Crockett Elementary	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	$118,857
Bryan	Walker	City of Huntsville	Huntsville Intermediate and Scott Johnson Elementary Phase 1	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	$249,375
Bryan	Walker	City of Huntsville	Huntsville Intermediate and Scott Johnson Elementary Phase 2	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	$253,480
Bryan	Walker	City of Huntsville	Huntsville Intermediate and Scott Johnson Elementary Phase 3	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	$278,080
Bryan	Walker	City of Huntsville	Mance Park Middle School	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	$125,695
Bryan	Walker	City of Huntsville	Mance Park Middle School and Sam Houston Elementary School	Construct Sidewalks, Construct Bike/Ped Path, Install Bicycle Lane	$228,305
Corpus Christi	San Patricio	City of Sinton	Sinton Sidewalk Development Project	Construct Sidewalks, Install School Zone Signs, Install Speed Feedback Signs	$500,000
Dallas	Collin	City of Murphy	North Murphy Road Pedestrian Enhanced Crosswalks and Traffic Calming.	Redesign Crosswalks and Traffic Calming Devices	$406,200
Dallas	Collin	City of Farmersville	City of Farmersville Pedestrian Walkway Improvements	Construct Sidewalks, Install School Zone Flasher, Install Speed Feedback Signs	$484,500
Dallas	Collin	City of Murphy	Sidewalks for Safe Walking and Biking Routes to Murphy Middle School	Construct Sidewalks, Install Crosswalks	$443,301
Dallas	Dallas	City of Rowlett	City of Rowlett Safe Routes to School Infrastructure Project	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$166,283
Dallas	Dallas	City of Richardson	Richland Elementary SRTS Application	Construct Sidewalks, Construct ADA Compliant Ramps	$343,250
Dallas	Dallas	City of Richardson	Yale Elementary SRTS Application	Construct Sidewalks, Construct ADA Compliant Ramps, Construct Bike Lanes	$479,000

Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Dallas	Denton	City of Krum	Krum Pedestrian Pathways Project - DES	Construct Sidewalks, Install School Zone Signs, Install Speed Feedback Signs	$356,525
Dallas	Denton	City of Krum	Krum Pedestrian Pathways Project - KEEC/DIS/KMS	Construct Sidewalks, Install School Zone Signs, Install Speed Feedback Signs, Install School Zone Flashers	$495,250
Dallas	Kaufman	City of Terrell	Terrell Independent School District, Safe Routes to School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$419,110
Dallas	Rockwall	City of Heath	City of Heath SRTS Plan, Pullen Elementary and Cain Middle School No. 1	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$243,715
Dallas	Rockwall	City of Heath	City of Heath Safe Routes to School Plan for Amy Parks-Heath Elementary School Project 2	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$216,841
Dallas	Rockwall	City of Heath	City of Heath Safe Routes to School Plan for Amy Parks-Heath Elementary School Project 3	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$265,640
Dallas	Rockwall	City of Heath	City of Heath Safe Routes to School Plan for Amy Parks-Heath Elementary School Project 4	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$294,387
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Desert Hills Elementary School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$366,705
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Frank Macias Elementary School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$425,505
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Horizon Heights Elementary School	Construct Sidewalks	$494,856
El Paso	El Paso	Town of Horizon City	Infrastructure Improvements for Horizon Middle School	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$360,495
El Paso	El Paso	Town of Horizon City	School Zone Flasher Installation for 6 Campuses in the Town of Horizon City	Install School Zone Flashers	$247,140
El Paso	El Paso	City of Socorro	City of Socorro Campestre Elementary SRTS Infrastructure Project	Construct Sidewalks, Install Crosswalks, Install School Zone Signs, Install School Zone Flashers	$497,698
El Paso	El Paso	City of Socorro	City of Socorro Escontrias Elementary SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	$499,995
El Paso	El Paso	City of Socorro	City of Socorro Hilley Elementary School SRTS Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	$499,982
El Paso	El Paso	City of Socorro	City of Socorro Hueco Elementary School SRTS Project	Construct Sidewalks, Install School Zone Flashers	$499,685
El Paso	El Paso	City of Socorro	City of Socorro Rojas Elementary SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers	$499,808
El Paso	El Paso	City of Socorro	City of Socorro Salvador H. Sanchez Middle School SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	$499,490
El Paso	El Paso	City of Socorro	City of Socorro, Socorro Middle School SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	$499,989
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project Socorro Independent School District	Install School Zone Flashers	$356,837
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD Central Business District	Install School Zone Flashers	$376,100
El Paso	El Paso	City of Socorro	City of Socorro Ernesto Serna Elementary and Middle School SRTS Infrastructure Project	Construct Sidewalks, Install School Zone Flashers, Widen Waterway Bridge	$499,888
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD Central Region	Install School Zone Flashers	$376,100

Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD North Central Region	Install School Zone Flashers	$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD Northern Region	Install School Zone Flashers	$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project EPISD West Region	Install School Zone Flashers	$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project-YISD Mission Valley and Northeast Regions	Install School Zone Flashers	$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project YISD North Region	Install School Zone Flashers	$376,100
El Paso	El Paso	City of El Paso	School Zone Safety Flasher Citywide Infrastructure Project YISD South Region	Install School Zone Flashers	$156,417
Fort Worth	Tarrant	City of Richland Hills	Richland Elementary - Infrastructure Improvements (Sidewalks, ADA Ramp, Signs & Pavement Markings)	Construct Sidewalks, Install Crosswalks, Install School Zone Signs	$491,616
Fort Worth	Tarrant	City of Keller	Safe Routes to School 2009 - Keller ISD	Redesign Crosswalks, Construct Pedestrian Refuge, Install Bike Lane, Install Speed Feedback Signs	$254,569
Fort Worth	Tarrant	City of Richland Hills	Binion Elementary - Infrastructure Improvements (Sidewalks, ADA Ramp, Signs & Pavement Markings)	Construct Sidewalks, Construct ADA Ramps, Install Signs, Install Pavement Markings	$499,036
Fort Worth	Tarrant	City of Richland Hills	Richland Middle School-Infrastructure Improvements (Sidewalks, ADA Ramp, Signs & Pavement Markings)	Construct Sidewalks, Construct ADA Ramps, Install Signs, Install Pavement Markings	$497,880
Fort Worth	Tarrant	City of Keller	City of Keller "Safe Routes to School" Infrastructure Project	Construct Sidewalks, Install Crosswalks	$443,658
Fort Worth	Tarrant	City of Haltom City	Academy at West Birdville - Sidewalks, ADA Ramp, Signs & Pavement Markings	Construct Sidewalks, Construct ADA ramps, Install signs, Install pavement markings	$272,200
Fort Worth	Tarrant	City of Haltom City	Haltom Middle School - Sidewalks, ADA Ramp, Signs & Pavement Markings	Construct Sidewalks, Construct ADA ramps, Install signs, Install pavement markings	$395,397
Fort Worth	Tarrant	City of Haltom City	North Oaks Middle School - Sidewalks, ADA Ramp, Signs & Pavement Markings	Construct Sidewalks, Construct ADA ramps, Install Signs, Install Pavement Markings	$428,993
Houston	Harris	Harris County Precinct Two	Pedestrian Way Improvements, Alice Johnson Jr High, Channelview ISD, Harris County Precinct 2	Construct Sidewalks	$453,500
Houston	Harris	West Harris County Municipal Utility District No 9	Bang Elementary White Oak Bayou Multi-Use Trail	Construct Multi-Use Trail	$500,000
Lufkin	Nacogdoches	City of Nacogdoches	Carpenter Elementary School Sidewalk Project	Construct Sidewalks, Install Crosswalks	$435,973
Paris	Franklin	City of Mount Vernon	Safe Routes to Mount Vernon ISD Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	$399,110
Paris	Hunt	City of Commerce	City of Commerce, Texas 2009 Safe Routes to School Project	Construct Sidewalks	$434,000
Paris	Hunt	City of Greenville	City of Greenville - Bowie Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	$423,965
Paris	Hunt	City of Greenville	City of Greenville - Carver Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	$431,855
Paris	Hunt	City of Greenville	City of Greenville - Crockett Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	$324,535
Paris	Hunt	City of Greenville	City of Greenville - Lamar Elementary School Safe Routes Infrastructure Improvements	Construct Sidewalks, Install Signs, Install Pavement Markings	$425,125

Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Paris	Lamar	City of Paris	City of Paris, TX and Paris ISD SRTS Infrastructure Project	Construct Sidewalks, Install Crosswalks, Install Signs, Install Bike Lane	$360,000
Pharr	Cameron	City of Los Fresnos	Project Lanes Los Fresnos ISD	Construct Sidewalks	$346,225
Pharr	Hidalgo	City of La Feria	La Feria Lanes to Learning: Safety for Students	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	$500,000
Pharr	Hidalgo	City of Edinburg	Eisenhower Elementary School and Memorial Middle School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$370,000
Pharr	Hidalgo	City of Edinburg	Villarreal and Monte Cristo Elementary Schools SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$380,760
Pharr	Hidalgo	City of McAllen	Cavazos Elementary School SRTS Improvements	Construct Sidewalks	$286,870
Pharr	Hidalgo	City of Edinburg	De Zavala Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$381,900
Pharr	Hidalgo	City of Edinburg	Truman Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,870
Pharr	Hidalgo	Hidalgo County	Carmen Avila Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,200
Pharr	Hidalgo	City of Edinburg	Guerra Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,600
Pharr	Hidalgo	Hidalgo County	San Carlos Elementary School and J. F. Kennedy Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$381,070
Pharr	Hidalgo	City of Edinburg	Cano-Gonzalez Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$378,960
Pharr	Hidalgo	City of Edinburg	B. L. Garza Middle School	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$380,900
Pharr	Hidalgo	City of Edinburg	Treviño Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$380,760
Pharr	Hidalgo	Hidalgo County	Esparza Elementary School and Betts Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$371,360
Pharr	Hidalgo	City of Edinburg	Harwell Middle School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,560
Pharr	Hidalgo	City of Edinburg	L. B. Johnson Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$381,480
Pharr	Hidalgo	City of Edinburg	Austin Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$372,650
Pharr	Hidalgo	City of Edinburg	De La Viña Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,560
Pharr	Hidalgo	City of Edinburg	Lincoln Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$369,875
Pharr	Hidalgo	City of Edinburg	Robert E. Lee Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,960
Pharr	Hidalgo	City of Edinburg	Jefferson Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$381,480
Pharr	Hidalgo	City of Edinburg	Canterbury Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$380,470

Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Pharr	Hidalgo	City of Edinburg	Travis Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$373,360
Pharr	Hidalgo	City of Edinburg	Jose De Escandon Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$381,490
Pharr	Hidalgo	City of Edinburg	South Middle School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$380,470
Pharr	Hidalgo	City of Edinburg	Freddy Gonzalez Elementary School SRTS Improvements	Construct Sidewalks, Redesign Crosswalks, Install Bike Racks	$382,560
San Angelo	Tom Green	City of San Angelo	Safe Routes to School -- Northeast San Angelo	Construct Sidewalks, Install Crosswalks	$499,998
San Antonio	Bexar	City of San Antonio	Northside ISD Safe Routes to School Program: Neff Middle School	Construct Sidewalks, Install Crosswalks, Pedestrian Bridge Improvements	$499,898
San Antonio	Bexar	City of San Antonio	Northside ISD Safe Routes to School Program: Glass Elementary School	Construct Sidewalks, Install Crosswalks, Pedestrian Bridge Improvements	$407,271
San Antonio	Guadalupe	City of Marion	The City of Marion Safe Routes to Schools Hike & Bike Pathways	Construct Sidewalks, Construct Bicycle Path, Install Crosswalk, Install Bike Racks	$499,815
Waco	Bell	City of Troy	Troy SRTS Infrastructure for Mays Elementary and Mays Middle School	Construct Ped/Bike Facility	$450,950
Waco	Bell	City of Belton	Belton 2009 Safe Routes to School-Phase 1	Construct Sidewalks, Install Crosswalks, Install School Zone Flashers	$499,500
Waco	Bell	City of Temple	City of Temple - Lakewood	Construct Ped/Bike Trail	$496,725
Waco	Bell	City of Temple	City of Temple - Bonham	Construct Ped/Bike Trail	$498,983
Waco	Bosque	City of Valley Mills	Valley Mills 2009 Safe Routes to School - Phase 1	Construct Sidewalks, Install Traffic Signs, Install Crosswalks	$410,100
Waco	Hamilton	City of Hamilton	City of Hamilton 2009 Safe Routes to School Improvements	Construct Sidewalks, Construct Hike & Bike Trail, Install Crosswalks	$500,000
Waco	Hill	City of Covington	Covington 2009 Safe Routes to School-Phase 1	Construct Sidewalks, Construct Pedestrian Bridge, Install Crosswalk, Install Signs	$266,270
Waco	Hill	City of Hillsboro	City of Hillsboro / Hillsboro ISD Safe Routes to School (Hillsboro Junior High School)	Construct Sidewalks, Install Crosswalks, Construct Ped/Bike Facilities	$447,275
Waco	Limestone	City of Groesbeck	City of Groesbeck 2009 Safe Routes to School Improvements	Construct Sidewalks, Install Crosswalks, Install Signs	$500,000
Wichita Falls	Clay	City of Henrietta	City of Henrietta Pedestrian Walkway Improvements - HES	Construct Sidewalks, Install Crosswalks	$489,000
Wichita Falls	Clay	City of Henrietta	City of Henrietta Pedestrian Walkway Improvements - HJHS	Construct Sidewalks, Install Crosswalks	$499,742
Wichita Falls	Wichita	City of Wichita Falls	Southern Hills Elementary School Pedestrian Enhancements	Construct Sidewalks, Redesign Crosswalks, Install Pavement Markings	$114,300
Wichita Falls	Wichita	City of Wichita Falls	City View Elementary School Pedestrian Enhancements	Construct Sidewalks, Install Speed Feedback Signs, Install Pavement Marker	$298,425
Wichita Falls	Wichita	City of Wichita Falls	John Tower Elementary School Pedestrian Enhancements	Construct Sidewalks, Install Speed Feedback Signs, Redesign Crosswalks, Install Pavement Markers	$315,304
Yoakum	Austin	City of Sealy	City of Sealy 2009 Safe Routes to School Improvements	Construct Sidewalks, Install Crosswalks, Pedestrian and Bicycle Improvements	$500,000

Safe Routes to School (SRTS) Program
2009 Program Call
Infrastructure Projects

District	County	Applicant	Title of Project	Proposed Work Type	Estimated SRTS Construction Cost
Yoakum	Calhoun	City of Port Lavaca	Port Lavaca Safe Routes Project	Construct Sidewalks, Install Signs, Install Pavement Markings	$302,040
Yoakum	Matagorda	City of Palacios	Palacios Construct a Pedestrian/Bicycle Walking Bridge	Construct Pedestrian/Bicycle Bridge	$33,040
Yoakum	Matagorda	City of Palacios	Palacios Construct Sidewalks Connecting Schools	Construct Sidewalks	$423,500
Yoakum	Wharton	City of East Bernard	East Bernard Pedestrian Walkway Project	Construct Sidewalks, Install Crosswalks	$500,000
Total					**$45,645,172**

Safe Routes to School (SRTS) Program
2009 Program Call
Non-Infrastructure Projects

District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
Austin	Bastrop	City of Smithville	Smithville's Safe Routes to School Program	Education, Encouragement, Enforcement, Evaluation Activities	$10,612
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Bedichek	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Kealing	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Blackshear Oak Springs	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Odom/St. Elmo	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Pickle	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Wooldridge	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Wooten/Andrews	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Zavala/Martin	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Travis	City of Austin Health & Human Services	Austin Safe Routes to School Non-Infrastructure Project, Palm/Widen	Public Info, Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Austin	Williamson	City of Georgetown	Mitchell Elementary Safe Route to School Implementation	Education, Encouragement, Enforcement, Evaluation Activities	$35,000
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Botello, Bowie, Miller, Moreno	Safety Education and Public Awareness Programs	$67,502
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Cary, Hernandez, Maple Lawn, Rusk	Safety Education and Public Awareness Programs	$67,502
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Comstock, Florence, Gill, Hood	Safety Education and Public Awareness Programs	$67,502
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Peabody	Safety Education and Public Awareness Programs	$16,938
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Rogers	Safety Education and Public Awareness Programs	$16,938
Dallas	Dallas	City of Dallas	Non-Infrastructure Project - Sanger	Safety Education and Public Awareness Programs	$16,938
Dallas	Rockwall	City of Heath	Non-Infrastructure Implementation of City of Heath Safe Routes to School Plan	Education, Encouragement, Enforcement, Evaluation Activities	$13,800
El Paso	El Paso	El Paso Independent School District	AOY Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Bonham Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Beall Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Bond Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000

Safe Routes to School (SRTS) Program
2009 Program Call
Non-Infrastructure Projects

District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
El Paso	El Paso	El Paso Independent School District	Bradley Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Zavala Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Zach White Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Whitaker Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Burleson Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Burnet Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Cielo Vista Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Clardy Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Clendenin Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Coldwell Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Collins Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Cooley Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Crockett Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Crosby Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Douglass Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Dowell Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Dr. Green Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Dr. Nixon Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Fannin Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Guerrero Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Hart Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Hawkins Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Hillside Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000

Safe Routes to School (SRTS) Program
2009 Program Call
Non-Infrastructure Projects

District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
El Paso	El Paso	El Paso Independent School District	Houston Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Hughey Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Johnson Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Kohlberg Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Lamar Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Lee Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Logan Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Mesita Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Moreno Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Newman Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Park Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Polk Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Putnam Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Rivera Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Roberts Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Rusk Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Schuster Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Stanton Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Western Hills Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	Socorro Independent School District	O'Shea Crusaders for Safety: Safe Routes to School	Education, Encouragement, Enforcement, Evaluation Activities	$35,218
El Paso	El Paso	El Paso Independent School District	Travis Elementary School SRTS Improvements	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
El Paso	El Paso	El Paso Independent School District	Vilas Safe Routes Program	Education, Encouragement, Enforcement, Evaluation Activities	$100,000
Fort Worth	Tarrant	City of Richland Hills	City of Richland Hills Encouragement and Education Implementation	Education, Encouragement, Enforcement, Evaluation Activities	$93,150

Safe Routes to School (SRTS) Program
2009 Program Call
Non-Infrastructure Projects

District	County	Applicant	Title of Project	Work Type	Estimated SRTS Cost
Houston	Harris	Gus Oleson Elementary School	Non-infrastructure improvements to Gus Oleson Elementary School, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	$41,060
Houston	Harris	Bill Worsham Elementary School	Non-infrastructure improvements to Bill Worsham Elementary School, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	$43,910
Houston	Harris	Ruby M. Reed Academy	Non-infrastructure improvements to Ruby M. Reed Academy, East Aldine District, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	$30,865
Houston	Harris	Vera Escamilla Intermediate School	Non-infrastructure improvements to Vera Escamilla Intermediate School, Harris County, Texas	Education, Encouragement, Enforcement, Evaluation Activities	$38,890
San Antonio	Bexar	Northside ISD	Northside ISD - Powell Elementary	Education, Encouragement, Enforcement, Evaluation Activities	$80,962
San Antonio	Bexar	Northside ISD	Northside ISD - Glenoaks Elementary	Education, Encouragement, Enforcement, Evaluation Activities	$79,106
San Antonio	Bexar	Northside ISD	Northside ISD - Colby Glass Elementary	Education, Encouragement, Enforcement, Evaluation Activities	$78,154
San Antonio	Bexar	Northside ISD	Northside ISD - Neff Middle School	Education, Encouragement, Enforcement, Evaluation Activities	$67,866
Statewide	All	BWR	Safe Routes to School Training - Statewide	Training, Public Information & Education, Technical Assistance	$348,306
Statewide	All	Bike Texas Education Fund	Safe Routes to School Statewide Teacher Certification Program	Train & Certify Physical Education Teachers & Public Safety Professionals	$483,698
Statewide	All	Bike Texas Education Fund	Safe Routes to School Statewide Resources Distribution Program	Distribution of Public Information & Education Materials	$493,582
Statewide	All	Bike Texas Education Fund	Safe Routes Bike/Walk Our Rich Texas History	Development of Website to Encourage Bicycling/Walking	$410,429
Total					**$8,437,928**

AI-28259 **23. A. 6.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. Criminal District Attorney s Office
2. Hidalgo County JP Technology
3. Hidalgo County Clerk

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Co. Wide object code 342

PLEASE SEE EXPENDITURE REPORT FOR POSSIBLE FUNDING SOURCES AND AVAILABILITY OF FUNDS. IT DEPT. ADVISED OF INSUFFICIENT FUNDING IN THE JP TECH. FUND FOR THE LEXIS NEXIS CONTRACT.

Attachments

County Clerk
District Attorney
JP
EXP. REPORT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/25/2011 08:58 AM
Budget & Management	Merlen P. Munoz	08/25/2011 09:05 AM
Auditor's Office	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Rocio Villarreal Started On: 08/24/2011 04:51 PM

Final Approval Date: 08/25/2011

LexisNexis®

SLG

SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT

"**Subscriber**": Hidalgo County Clerk	"**LN**": LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
129D6F	Edinburg, TX

3. CERTIFICATION

Subscriber certifies, by completing *all* highlighted areas, that on the date this Amendment is signed by Subscriber there are ____ judges and attorneys, and ____ government professionals for a total of ____ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

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During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*[SM] service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

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	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Investigative Portal	RK0IVP	
(b)	Investigative Portal:Sub News	IVP0NB	
(c)	Investigative Portal: Sub Pub Rc	SPRIVP	
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)					MONTHLY COMMITMENT
Beginning	9/1/11	to	8/31/12	$	130
Beginning	9/1/12	to	8/31/13	$	130
Beginning		to		$	
Beginning		to		$	
Beginning		to		$	
Beginning		to		$	
Beginning		to		$	

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

5.4 Included in Subscriber's *lexis.com*® subscription, Subscriber will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Subscriber's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Subscriber's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Subscriber will have access to the same content in Lexis Advance as it currently has access to under this Amendment, including Subscriber's access to materials outside its subscription (e.g., if Subscriber currently has access to out-of-plan usage, Subscriber will have access to content on a transactional basis in Lexis Advance). If Subscriber has access to out-of-plan content in Lexis Advance, Subscriber agrees to pay the then-current transactional charges for such content as such charges are available to Subscriber in the Lexis Advance user interface at the time the document is accessed. Although Subscriber will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Subscriber will be given the option to purchase these upgrades at its discretion.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

_____ **Subscriber elects access to the Alternate Pricing Materials**
(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until September 15, 2011. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable

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precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

(a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;

(b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

10.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY CLERK SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

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SLG

SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT

"**Subscriber**": Hidalgo County District Attorney	"**LN**": LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
123DSK	Edinberg, TX

3. CERTIFICATION

Subscriber certifies, by completing *all* highlighted areas, that on the date this Amendment is signed by Subscriber there are ____ judges and attorneys, and ____ government professionals for a total of ____ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

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5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*[SM] service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

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	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Law Enforcement Solutions Page	RK0IVP	Full
(b)		IVP0NB	
(c)		SPRIVP	
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)				MONTHLY COMMITMENT
Beginning	9/01/2011	to 08/31/2012	$	345
Beginning	9/1/2012	to 08/31/2013	$	345
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

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_____ **Subscriber elects access to the Alternate Pricing Materials**
(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until August 31, 2011. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

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AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY DISTRICT ATTORNEY SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

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SLG

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FOR STATE/LOCAL GOVERNMENT

"**Subscriber**": HIDALGO COUNTY JP TECHNOLOGY	"**LN**": LexisNexis, a division of Reed Elsevier Inc.

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PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
124ZV1	Edinburg, TX

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(l)			
(m)			
(n)			
(o)			

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COMMITMENT PERIOD(S)					MONTHLY COMMITMENT
Beginning	9/1/11	to	8/31/12	$	1092
Beginning	9/1/12	to	8/31/13	$	1092
Beginning		to		$	
Beginning		to		$	
Beginning		to		$	
Beginning		to		$	
Beginning		to		$	

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AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY JP TECHNOLOGY SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

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AI 28259

Run Date 08/25/11 10:12 AM

For 01/01/11 - 01/31/12

Periods 01 - 13

Hidalgo County

Expenditure Summary Report

Standard Report Format

FJEXS01A

1001 - Standard Report Spec

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-412-00-080-002-0-342	CRIM DA-INFO & CREDIT SERVICES	7,500.00	1,098.00	4,614.00	4,614.00	1,788.00	76.16
1-1100-415-40-180-001-0-342	CO CLERK-INFO & CREDIT SERVICES	2,641.33	252.00	882.00	882.00	1,507.33	42.93
1-1100-421-00-291-001-0-342	CONSTABLE PCT.1-INFO & CREDIT SERVICES	2,000.00	165.75	1,160.25	1,160.25	674.00	66.30
1-1100-421-00-292-001-0-342	CONSTABLE PCT.2-INFO & CREDIT SERVICES	2,000.00	165.75	1,160.25	1,160.25	674.00	66.30
1-1100-421-00-293-001-0-342	CONSTABLE PCT.3-INFO & CREDIT SERVICES	2,450.00	165.75	1,160.25	1,160.25	1,124.00	54.12
1-1100-421-00-294-001-0-342	CONSTABLE PCT.4-INFO & CREDIT SERVICES	2,000.00	165.75	1,160.25	1,160.25	674.00	66.30
1-1222-412-00-080-006-0-342	DA BAD CK-INFO & CREDIT SERVICES	3,000.00	1,293.00	972.00	972.00	735.00	75.50
1-1242-412-00-060-001-0-342	JUSTICE CRT TECH-INFO & CREDIT SERVICES	12,360.00	2,120.00	6,360.00	6,360.00	3,880.00	68.61

AI-28293 **23. A. 7.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Request authority to have "on call" contracted architect firm, Dannenbaum Engineering Co., conduct walk-through of vacant county-owned restitution center located on M Road in Precinct #4 for the purpose of drafting and developing plans, specifications, scopes of work to remodel building to accommodate county departments, programs, agencies and/or elected offices including to have project completed utilizing job order contractors proposals;

B. Approval of an AIA form of agreement between Hidalgo County (owner) and Dannenbaum Engineering Co. (architect) for the Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Elections Warehouse in the amount of $26,402.74;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Elections Warehouse account funding source: 1-1100-414-00-130-001-0-334

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Restitution Center-M Road funding source: Account 1336 through C/Os 2010 A & B.

Attachments

On Call-Contract-C-11-097-05-10-DEC

AIA Agreement-DEC-Elections Warehouse at Pct 4

table of contents

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/26/2011 11:35 AM
Budget & Management	Merlen P. Munoz	08/26/2011 12:58 PM
Purchasing Department	Marty Salazar	08/26/2011 11:35 AM
Budget & Management	Merlen P. Munoz	08/26/2011 12:58 PM
Rosalinda Cantu Auditor's Office		

Form Started By: Marty Salazar Started On: 08/26/2011 10:41 AM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-097-05-10

THIS CONTRACT is made and entered into this **10TH** day of **May, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Dannenbaum Engineering Company-McAllen, LLC** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide **"on-call"** architectural services for **Hidalgo County Precinct No. 4** for projects involving remodeling, alterations and repairs to existing structures in accordance to Exhibit "A", Request for Qualifications ("RFQ") for Architectural Services; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 4** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are required (the"Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall include, but not be limited to, the following: (1) fee structure for the project; (2) services included in the basic fee; (3) amount of, or basis for, compensation for additional services (including additional services that may arise during the course of the project and cost of Architect's consultants); and (4) cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County" and AIA A201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific project, then the County may seek the services of other architects.

4. Architect agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

5. This Contract shall be for a period beginning **May 10, 2011** and ending on **May 09, 2012,** unless this Contract is terminated pursuant to the provisions herein.

6. As a condition of this Contract, Architect shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services for a particular project.

7. All trucks or vehicles operated by the Archtiect to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Architect who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

8. Architect shall provide insurance in force on all its vehicles and all its employees and shall require of all its sub-consultants to provide insurance in force on all their vehicles and all their employees connected with providing services under this Contract with the County as additional insured with the coverage and in the amounts described in the Specifications and shall furnish to County certificates of such insurance coverage in the Architect's Proposal.

9. Architect shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Architect under this Contract. Said indemnity shall cover any negligent act or failure to act by the Architect, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Architect, and that Architect is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Architect:	Dannenbaum Engineering Company - McAllen, LLC Attn: Louis H. Jones, Jr., P.E., President 1109 Nolana Loop, Suite 208 McAllen, Texas 78504

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to the Architect will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of Services or (c) terminated without cause by County subject to thirty (30) days written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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 thirty (30) days written notice to Architect. 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

WITNESS our hands in duplicate originals this **10TH** day of **May, 2011.**

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Approved by Commissioners' Court
on 5/10/11 RG

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
Dannenbaum Engineering Company - McAllen, LLC

By: _____

Printed Name: Louis H. Jones IV.
Title: President
Date: 6/15/11

Approved by Commissioners Court on May 10, 2011

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

-Request for Qualifications (RFQ)
Procurement Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Architectural Pool"
RFQ No: 2011-002-01-05-CGA

1. **Request for Qualifications Letter, consisting of _1_ page.**

2. **Request for Qualifications, Legal Notice, consisting of _8_ pages.**
(Page 8 must be submitted with responds)

3. **Exhibit A, Requirements, consisting of _7_ pages.**

4. **Exhibit B, Evaluation Criteria, consisting of _3_ pages.**
(Must be submitted with responds)

5. **Attachment B, consists of _1_ page.**
(Must be submitted with responds)

6. **Exhibit C, Insurance Requirements, consisting of _4_ pages.**
(Must be submitted with responds)

7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of_1_page.**
(Copy of receipt and this form must be submitted with responds.)

8. **Exhibit E, Proposer's Affidavit, consisting of _1_ page.**
(Must be submitted with responds)

9. **Vendor/Bidder Application and W-9 form consisting of_6_ pages.**
(Must be submitted with responds)

10. **Certification Regarding Debarment, consisting of _1_ page.**
(Must be submitted with responds)

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar
Martha L. Salazar, CPPB, Purchasing Agent

December 13, 2010
Date

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 13, 2010

_____
_____
_____
_____

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2011-002-01-05CGA

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/cga

Enclosures

REQUEST FOR QUALIFICATIONS

Hidalgo County
Professional Architectural Pool
(Including all funding sources, Programs, and Entities)

JANUARY 5, 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

LEGAL NOTICE **RFQ No.: 2011-002-01-05-CGA**

1. **Sealed Statements of Qualifications** will be received for **"Professional Architectural 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. 2011-002-01-05-CGA "Professional Architectural 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, **on or before 9:30 AM, 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 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** cris.villarreal@co.hidalgo.tx.us **NO LATER THAN** [redacted] at 5:00 p.m. 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 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 Architectural 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 Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 5, 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:

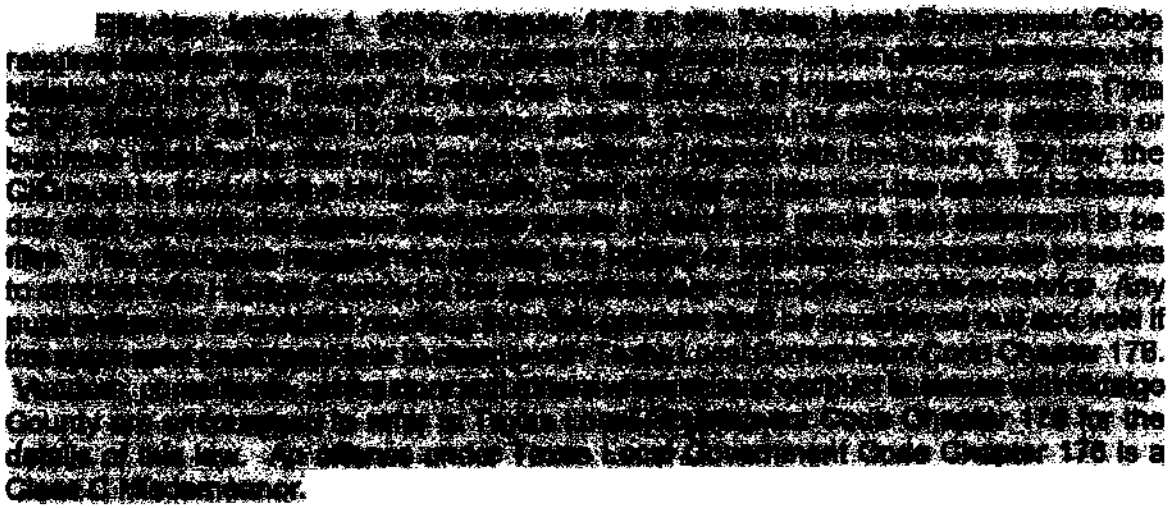
. It shall be a breach of ethics to offer, give or agree to give any elected official,

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. [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
Professional Architectural Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)
RFQ No: 2011-002-01-05-CGA

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:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL POOL

RFQ No.: 2011-002-01-05-CGA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects 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 Architects 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 **"Professional Architectural 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 5, 2011. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-002-01-05CGA

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, 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 cris.villarreal@co.hidalgo.tx.us BY NO LATER THAN Wednesday, 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.

[redacted]

[redacted]

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping

RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies and two (2) CD's in 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 architectural firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

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 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 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 AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number and person 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 architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects 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 based on the 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**.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of 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 various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied 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.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The statement of qualifications 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

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

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).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;
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. Firm(s) 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'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

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 5, 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.

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL POOL
RFQ No. 2011-002-01-05-CGA

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. Professional Qualifications of Firm **(25)**

The firms should provide information on their proposed professional Firm 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 various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied 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.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Firm/Ability to Commit Resources **(25)**

In addition to the Project Manager and the Professional Firm Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager **(20)**

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

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

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Firm that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL POOL
RFQ No. 2011-002-01-05-CGA

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	
Comments/Rationale For Points:		TOTAL
2. Firm's Experience of Project (25 pts)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One technical staff member with five (5) years experience	5	
➢ One technical staff member with ten (10) years experience	5	
Comments/Rationale For Points:		TOTAL
3. Availability & Experience of Project Manager (20 pts)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project (20 pts)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL POOL
RFQ NO: 2011-002-01-05-CGA

Name and Address of Firm:	_____
Principals of Firm and Titles:	_____
Architect's Registration No.:	_____

Area of Specialization:

	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

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 "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN. AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED, INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 1/01/2015

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL POOL"

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 Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

_Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No.(s):_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer Identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities.

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

OP ID: CM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/11

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).

PRODUCER	713-209-2800
Barmore Insurance Agency, Inc. P.O. Box 34796 Houston, TX 77234-4796 Mike Barmore, CIC, CPA	713-209-2899

RECEIVED MAY 27 2011 By 09:21:00

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID #:	DANNE-1

INSURED: Dannenbaum Engineering Corp., see comments for full name list ETAL, P O Box 22292, Houston, TX 77027

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty	20443
INSURER B : Valley Forge Insurance Co	20508
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			2053853648 CONTRACTUAL LIAB INCL	06/01/11	06/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 700,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			C 1015348305	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $			2053853049	06/01/11	06/01/12	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 1 22022126	06/01/11	06/01/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab Ded $200,000			AEH 25 405 50 21 CLAIMS MADE	04/01/11	04/01/12	Per Claim Aggregate	2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COHID-1

COUNTY OF HIDALGO
ATTN: MARTHA L. SALAZAR
100 E CANO, 5TH FLOOR ADM BLDG
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

JM Barmore

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FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC; Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.;Dannenbaum Engineering Company-Laredo,LLC; Grand Parkway Consultants,LLC;Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS ,Joint Venture;Dannenbaum Engineering Company-El Paso,LLC

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

Workers Compensation includes coverage for executive officers.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

APPROVED

AI-26466 **17.D.1.**

Approval of Prof Engineering Services-"Renovations, Repairs and/or Remodeling and/or Additons to County owned bldgs within Pct 4"

CC REGULAR

Date: 05/10/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of a professional architectural services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of an "On-Call" (and as needed basis) for County - Owned Buildings/Structures located within Precinct No. 4 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects.

BACKGROUND

Fiscal Impact

Attachments

Link: email apprvd by legal
Link: email w/DEC request to modify
Link: CONTRACT
Link: contract
Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/04/2011 10:33 AM	APRV
2	Budget & Management	Angela Garcia	05/04/2011 11:35 AM	APRV
3	Manuel Chapa	Angela Garcia	05/05/2011 11:16 AM	APRV
4	Purchasing Department	Marty Salazar	05/05/2011 11:33 AM	APRV
5	Auditor's Office		05/06/2011 05:05 PM	NEW

Form Started By: Letty Saenz Started On: 05/03/2011 10:48 AM
Final Approval Date: 05/06/2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
May 10, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** Flores Out
2. **Pledge of Allegiance** All
3. **Prayer** Com Quintanilla
4. **Approval of Consent Agenda** All approved
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-26549** Department of Budget & Management (1100): Sergio Cruz
approved

1. Appointment of Budget Officer as per Local Government Code Section 111.062.
2. Approval of the following personnel actions pursuant to Chapter 3 of the Civil Service Commission Rules, effective 05/10/11.

no action

approved salary $ 81,000.00

Action	Slot	Employ. No.	Current Position Title	Current Grade & Step	Current Salary	Proposed Position Title	Proposed Grade & Step	Proposed Salary	Variance
Set Salary	001	132438	Budget Officer	N/A	$91,728.00	N/A	N/A	$81,000.00	($10,728.00)
Reclassification	002	070548	Director Budget Management Division	G18 S1	$68,687.00	Assistant Budget Officer	N/A	$77,000.00	$8,313.00
Reclassification	004	140325	Senior Budget Analyst	G15 S1	$54,600.00	Manager, Budget Management Section	G16 S1	$58,888.00	$4,288.00
Reclassification	005	124788	Senior Planning Analyst	G15 S1	$54,600.00	Manager, Strategic Planning Section	G16 S1	$58,888.00	$4,288.00
Delete (Vacant)	003	N/A	Director Strategic Planning Division	G18 S1	$68,687.00	N/A	N/A	N/A	($68,687.00)
								Total Cost Savings	($62,526.00)

General Elections; including city and school district entities.

Right of Way - Joe Pena:

A. AI-26531 Authorization for title reports, surveys metes & bounds, appraisals, and acquisition of additional right of way of a strip of land consisting of 100' wide between "M" Road & Doolittle Road.

approved

5. Precinct #3 - Comm. Flores:

A. AI-26435 1. Requesting approval to name road located in Precinct #3 as **LOZANO LANE**, as requested by 9-1-1 Department for emergency purposes.

approved

2. Requesting approval to extend **HAWK ST** to Lozano Ln, as requested by 9-1-1 Department.

approved

6. Budget & Management: Sergio Cruz

A. AI-26480 Classification and Compensation Plan:
1. Discussion, consideration, and approval of the Classification and Compensation Pay Plan Phase II Part II.
2. Approval to add the Classification and Compensation Pay Plan Phase II, Part II Job Titles, Descriptions and Assigned Pay Grades to the Hidalgo County Position Inventory.
3. Approval of Revised Salary Schedules.
4. Approval of interdepartmental transfers.

approved

approved 2-4 Com Palacios (abstained)

B. AI-26510 TxDOT Projects:
Approval of Advance Funding Agreement - Amendment #1 (AFA Termination) for the following Bridge Rehabilitation Projects with authority for County Judge to sign the required documents:
1. CR 342 (Charles Greene Rd) over Delta Lake Irrigation - CSJ#0921-02-146
2. CR 855 (Mile 4 1/2 W. Rd) over Main Supply Canal - CSJ#0921-02-148
3. CR 804 (Mile 12 N. Rd) over Irrigation Canal - CSJ#0921-02-149

approved 1-3

C. Budget Appropriations:

1. AI-26502 Designated Purpose Level 0 (1280):
a. Approval of Certification of Revenues as certified by the County Auditor for funds received to address disaster expenditures related to Hurricane Alex.

approved

b. Approval of 2011 appropriation/transfer to Hurricane Alex (1280) in the amount of $515,586.92 (75% of FEMA Reimbursement) to fund repairs related to Hurricane Alex.

approved

17. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING

authority for auditor to issue payment after review, audit and processing procedures completed. C-10-178-06-22

D. Pct. 4

1. AI-26466 Requesting approval of a professional architectural services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of an "On-Call" (and as needed basis) for County - Owned Buildings/Structures located within Precinct No. 4 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects.

approved

2. AI-26547 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/engineering service;

approved

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineers for Engineering Services on an as needed basis in Precinct #4;

approved

Total Scores	Dos Logistics	Sames Engineering	Millennium Engineering
Evaluator 1	96	93	91
Evaluator 2	98	97	96
Scores	194	190	187
Average	97	95	93.5
Ranking	1	2	3

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Dos Logistics Engineering for the provision of Engineering Services for (On Needed Basis in Precinct # 4).

approved

E. Sheriff's Office

1. AI-26491 Adult Detention-Jail:
a. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code-262.024 (a) (2) and as also required by Texas Administrative Code-Title 37, Chapter 273, Rule 273.1;

approved

b. Approval for Hidalgo County to enter into Single Patient Agreements with Fresenius Medical Care North America's-Provider "STAT Dialysis Corporation, with facility name: Edinburg Kidney Center 5406 South Jackson Rd. Edinburg, TX 78539" for hemo-dialysis treatments as prescribed by County contracted physcians for renal failure inmates using medicaid guidelines for fee structure with authority for Sheriff or Chief Deputy of Hidalgo County to sign said agreements on an as needed basis.

approved

Tax Office

1. AI-26493 Requesting approval to reject all responses received for the request for proposal: "Turnkey Imaging Software Solutions System and Services for Tax Office" as requested by user department due to budgetary issues, including cancellation of the project.

approved

G. County Clerk

DRAFT AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **30th** day of **August** in the year **2011**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
(956) 682-3677

for the following Project:
(Name, location and detailed description)

Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Elections Warehouse located at 317 North Closner, Edinburg, Texas within Hidalgo County Precinct No. 4 « »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«To be determined at a later date by mutual agreement

.2 Substantial Completion date:

«To be determined at a later date by mutual agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes is Work in accordance with Section 3.6.5 and 4 .

§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Precinct No.4. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, "The Architect's Designated Representative is: (Steven L. McGarraugh, AIA)"

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner , unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

« $1,000,000 (See the attached Insurance Certificate) »

.2 Automobile Liability

« $1,000,000 (See the attached Insurance Certificate)»

.3 Workers' Compensation

« $1,000,000 (See the attached Insurance Certificate)»

.4 Professional Liability

« $2,000,00 / $4,000,000 (See the attached Insurance Certificate)»

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work."

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1 Schedule Development and Monitoring;
§ 3.1.7.2 Programming (in coordination with Owner);
§ 3.1.7.3 Civil Design;
§ 3.1.7.4 Landscape Design;
§ 3.1.7.5 On-Site Project Representation;
§ 3.1.7.6 Record Drawings (in coordination with Contractor)'
§ 3.1.7.7 Structural Design;
§ 3.1.7.8 MEP Design;
§ 3.1.7.9 Architect (in coordination with Owner).

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

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inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.3** organizing and conducting a pre-bid conference for prospective bidders;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- **.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- **.1** procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- **.2** organizing and participating in selection interviews with prospective contractors; and

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.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and contractor of any observed deficiencies. Furthermore, job site meetings shall be held monthly with weekly reports provided by the Architect. In the event there are additional meetings at the Owner's request the Architect shall be entitled to charge the hourly rate for Architectural services set forth on the attached exhibit "D". Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

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§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor,. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-@007 attached hereto as Exhibit " " and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

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§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
§ 4.1.7	Civil engineering	Architect	4.2
§ 4.1.8	Landscape design	Architect	4.2

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§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2
§ 4.1.12	On-site project representation	Architect	4.2
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Architect	4.2
§ 4.1.15	As-Constructed Record drawings	Architect	4.2
§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations; as defined in Section 1.1.7 of the AIA A201 – 2007 as modified by Owner attached hereto as Exhibit "B "and incorporated herein for all purposes.

.4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.7 Preparation for, and attendance t a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and (2) or special meetings of the Commissioners Court in which the subject Project is a topic or discussion.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the

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Project. ~~**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)The aggregate amount of Twenty Six Thousand Four Hundred Two Dollars and Seventy Four Cents
($ 26,402.74)

§ 11.2 For additional services specified in **Se**ction 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Compensation will be based on the rates set forth on Exhibit "D"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation will be based on the rates set forth on Exhibit "D".

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «ten percent » («10% »), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract Admin.	Eighteen	percent (	18	%)
Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« See Exhibit "D"»

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery of Instruments of Service;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
~~**.10** Site office expenses; and~~
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «.1 times» of the expenses incurred. (See Exhibit "D")

§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of «zero» ($ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid «thirty » («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)
«zero percent» « 0 %»

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction attached hereto as Exhibit "B".

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-2007
Exhibit B - 201 Terms and Conditions
Exhibit C - Insurance Certificate
Exhibit D - Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER	**DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC**
(Signature)	*(Signature)*
Ramon Garcia, County Judge	«Louis H. Jones, P.E.
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
Atlas & Hall, LLP	
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
"Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Elections Warehouse located at 317 North Closner, Edinburg, Texas within Hidalgo County Precinct No. 4"

THE OWNER:
(Name, legal status and address)
« County of Hidalgo »
« 3100 South Business Highway 281, Suite D
Edinburg, Texas 78539 »

THE ARCHITECT:
(Name, legal status and address)
«Dannenbaum Engineering Company»
«1109 Nolana Loop, Suite 208
McAllen, Texas 78504 »

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13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by a Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attentions prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETE.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

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§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property Owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work

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already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive by making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or

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Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the

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more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect

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determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the

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Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any

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other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or

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indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction

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manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith

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either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a

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portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of

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any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, 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 Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

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§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if

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any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the

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Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of Ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	Minimum Amounts and Limits

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Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit

Commercial General Liability

Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11.

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The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the

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Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED. .

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of

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insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

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§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

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§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials and equipment;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- **.4** disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);
- **.5** is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or
- **.6** otherwise does not fully comply with the Contract Documents**.**

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required

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adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make

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payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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User Notes: (1682601336)

HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 3.3, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 3.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees")

from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees

to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. This provision specifies the procedures for the determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather for the Contract period and is based on National Oceanic and Atmospheric Administration data for the geographical location of the Project:

Monthly Anticipated Adverse Weather Calendar Days												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2	2	1	2	3	4	3	3	5	3	2	2	32

(1) **Determination.** The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather tabulated above. The term actual adverse weather days shall include days impacted by actual adverse weather days.

(2) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated above have been incurred, the Owner will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the Project. The Owner will convert any delays to meeting the above requirements to calendar days and issue a Change Order in accordance with theses Standard General Conditions

(3) The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

OP ID: CM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/11

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).

PRODUCER Barmore Insurance Agency, Inc. P.O. Box 34796 Houston, TX 77234-4796 Mike Barmore, CIC, CPA 713-209-2800 713-209-2899	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DANNE-1
INSURED Dannenbaum Engineering Corp., see comments for full name ins ETAL P O Box 22292 Houston, TX 77027	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty — 20443 INSURER B : Valley Forge Insurance Co — 20508 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			2053853648 CONTRACTUAL LIAB INCLUDED	06/01/11	06/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 700,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			C 1015348305	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $			2053853049	06/01/11	06/01/12	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 1 22022126	06/01/11	06/01/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab Ded $200,000			AEH 25 405 50 21 CLAIMS MADE: RET DT4/1/03	04/01/11	04/01/12	Per Claim Aggregate	2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Building Repairs and/or Additions, Renovations,and Alterations to the
Hidalgo County Elections Warehouse Located at 317 North Closner,Edinburg,
Texas Within Hidalgo County Precinct No. 4
DEC Project No. 4525-02

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
3100 S Business Hwy 281 #D
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

JM Barmore

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FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC; Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.;Dannenbaum Engineering Company-Laredo,LLC; Grand Parkway Consultants,LLC;Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS ,Joint Venture;Dannenbaum Engineering Company-El Paso,LLC; Rio Grande Valley Drainage Consultants (RGVDC) Joint Venturers

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

Workers Compensation includes coverage for executive officers.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

EXHIBIT "D"

Contract Rate Schedule

Dannenbaum Engineering Company - McAllen, LLC

LABOR:

Job Description	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012
Architectural				
Principal	$369.99	$388.49	$407.92	$428.32
Project Manager (VII)	$236.11	$247.92	$260.31	$273.33
Architect	$189.42	$198.89	$208.84	$219.28
CADD Operator (I) / (II)	$92.79	$97.42	$102.30	$107.41
Secretary	$83.60	$87.78	$92.17	$96.77
Surveying				
Reg. Public Land Surveyor	$184.74	$193.98	$203.68	$213.86
Project Supervisor SIT	$154.05	$161.75	$169.84	$178.33
Survey Technician	$120.61	$126.64	$132.97	$139.62
Abstractor	$96.36	$101.18	$106.24	$111.55
2-man Survey Crew	$158.90	$166.84	$175.18	$183.94
3-man Survey Crew	$190.80	$200.34	$210.36	$220.88
4-man Survey Crew	$235.47	$247.25	$259.61	$272.59
Construction Representative	$96.36	$101.18	$106.24	$111.55
Construction Manager	$160.17	$168.18	$176.59	$185.42

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.90/sq.ft.
Color Plots	$1.90/sq.ft.
Mylar Plots	$1.90/sq.ft.

***These are the aniticpated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation at the rates authorized by the Owner.

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

August 24, 2011

Leticia H. Saenz, CPPB
Contracts Manager
Hidalgo County Purchasing Department
2812 Business Highway 281
Edinburg, Texas 78539

RE: ***Building Repairs and/or Additions, Renovations and Alterations to Hidalgo County Elections Warehouse***

Subject: ***Best and Final Offer (BFO)***

Dear Ms. Saenz,

Dannenbaum is in receipt of your correspondence dated August 24 regarding submission of a best and final fee offer for ***"Building Repairs and/or Additions, Renovations and Alterations to Hidalgo County Elections Warehouse"*** as referenced above. You have requested a Best and Final Offer (BFO) for our fees for the stated project. We are pleased to offer the following fees as our Best and Final Offer:

EXHIBIT D- FEE BUDGET ESTIMATE PROPOSED BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	$ 1.773.66
Construction Phase Services	$ 7,629..08
Subtotal (Architectural Fees)	$ 9,402.74
Subconsultants Halff Associates Inc	$ 18,000.00
Subtotal (Engineering Fees)	$ 18,000.00
GRAND TOTAL	$ 27,402.74

BEST and FINAL OFFER (BAFO) FOR PROPOSED COST ESTIMATE --BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	$ 1,773.66
Construction Phase Services	$ 7,629.08
Subtotal (Architectural Fees)	$ 9,402.74
Subconsultants Halff Associates Inc	$ 17,000
Subtotal (Engineering Fees)	$ 17,000
GRAND TOTAL	$ 26,402.74

We look forward to working with you to complete our contract negotiations and respectfully wish to thank Hidalgo County for the opportunity to be of service.

Sincerely,

Louis H. Jones Jr., P.E.
President

Attachments:
Exhibit "D" Contract Rate Schedule
Exhibit "D" Fee Budget Estimate

cc: Richard D. Seitz, P.E.

G:\1540\4525-02 - HC Elections Warehouse Expansion\Contracts\Contract with Hidalgo County\Best and Final Offer (08242011).doc

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County - Precinct No. 4
Project Name: Elections Warehouse Renovations and Expansion
Project Number: 4525-02

EXHIBIT "D"
FEE BUDGET ESTIMATE
BASIC SERVICES - ARCHITECTURE
HIDALGO COUNTY - PRECINCT NO. 4
DESIGN AND CONSTRUCTION PHASE SERVICES
Remodel and Alterations to Hidalgo County Elections Warehouse

Prepared by: _____
Reviewed by: _____
Checked by: _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION PRINCIPAL (VIII) $407.92	PROJ MGR/ (VII) $260.31	SECTY $92.17	PROJ ARCH (III) (IV) $208.84	CADD OPER (I) (II) $102.30	CONST MANANGER $176.59	CONST REP $106.24	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	DESIGN PHASE SERVICES											
4200	**PROJECT MEETING AND COORDINATION**											
	INITIAL PROJECT MEETING AND COORDINATION				2						2	$520.62
	SUBTOTAL			0	2	0	0	0	0	0	2	$ 520.62
				$0.00	$520.62	$0.00	$0.00	$0.00	$0.00	$0.00		
4210	**FINAL PLANS - QA/QC**											
	REVIEW FINAL CONSTRUCTION DOCUMENTS						4				4	$835.36
	DOCUMENT REVIEW MEETING WITH HALFF ASSOCIATES						2				2	$417.68
	SUBTOTAL			0	0	0	6	0	0	0	6	$1,253.04
				$0.00	$0.00	$0.00	$1,253.04	$0.00	$0.00	$0.00		
	TOTAL HOURS - PRELIM DESIGN			**0**	**2**	**0**	**6**	**0**	**0**	**0**	**8**	
	TOTAL COST - PRELIM DESIGN			**$0.00**	**$520.62**	**$0.00**	**$1,253.04**	**$0.00**	**$0.00**	**$0.00**		**$1,773.66**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	25.00%	0.00%	75.00%	0.00%	0.00%	0.00%	100.00%	
	CONSTRUCTION PHASE SERVICES											
5050	**CONSTRUCTION PHASE**											
	NOTICE TO PROCEED						1				1	$208.84
	PRECONSTRUCTION CONFERENCE					1	3				4	$718.69
	SECONDARY SHOP DRAWING/SUBMITTAL REVIEW						8				8	$1,670.72
	SITE VISITS					2	6				8	$1,437.38
	INTERPRETATIONS AND CLARIFICATIONS						1				1	$208.84
	MONTHLY CONTRACTOR'S ESTIMATE					2	4				6	$1,019.70
	CHANGE ORDERS						1				1	$208.84
	SUBTOTAL			0	0	5	24	0	0	0	29	$5,473.01
				$0.00	$0.00	$460.85	$5,012.16	$0.00	$0.00	$0.00		
5060	**PROJECT CLOSEOUT**											
	FINAL INSPECTION					1	3				4	$718.69
	REVIEW CLOSEOUT DOCUMENTS						2				2	$417.68
	CONTRACTOR'S FINAL PAY ESTIMATE					1	1				2	$301.01
	CERTIFICATE OF COMPLETION					1	1				2	$301.01
	REVIEW RECORD AS-BUILT DRAWINGS						2				2	$417.68
	SUBTOTAL			0	0	3	9	0	0	0	12	$2,156.07
				$0.00	$0.00	$276.51	$1,879.56	$0.00	$0.00	$0.00		
	TOTAL HOURS - CONSTRUCTION PHASE			**0**	**0**	**8**	**33**	**0**	**0**	**0**	**41**	
	TOTAL COST - CONSTRUCTION PHASE			**$0.00**	**$0.00**	**$737.36**	**$6,891.72**	**$0.00**	**$0.00**	**$0.00**		**$7,629.08**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	19.51%	80.49%	0.00%	0.00%	0.00%	100.00%	
	TOTAL HOURS - DESIGN /CONSTRUCTION PHASE			**0**	**2**	**8**	**39**	**0**	**0**	**0**	**49**	
	TOTAL COST - DESIGN/CONSTRUCTION PHASE			**$0.00**	**$520.62**	**$737.36**	**$8,144.76**	**$0.00**	**$0.00**	**$0.00**		**$9,402.74**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	4.08%	16.33%	79.59%	0.00%	0.00%	0.00%	100.00%	

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT		AMOUNT
PLOTTING - 11 X 17 PAPER PLOTS		SETS		PLOTS/SET	$ -
PLOTTING - 22 X 34 PAPER PLOTS		SETS		PLOTS/SET	$ -
PLOTTING - COLOR PLOTS		SETS		PLOTS/SET	$ -
MYLAR PLOTS - 11 X 17		SETS		PLOTS/SET	$ -
REPRODUCTION - 8.5 X 11 PAPER COPIES		SETS		COPIES/SET	$ -
REPRODUCTION - 11 X 17 PAPER COPIES		SETS		COPIES/SET	$ -
OVERNIGHT CARRIER COST		PKGS		EACH	$ -
AUTO EXPENSE (Mileage)		TRIPS		MI /TRIP	$ -
TOTAL DIRECT EXPENSES					**$ -**

* **Travel costs include airfare, hotel, car rental and per diem.**

DESIGN PHASE SERVICES	$1,773.66
CONSTRUCTION PHASE SVS	$7,629.08
OTHER DIIRECT EXPENSEES	$ -
SUBTOTAL	**$ 9,402.74**
SUBCONSULTANTS	
HALFF ASSOCIATES	$ 17,000.00
	$ -
	$ -
SUBTOTAL	**$ 17,000.00**
GRAND TOTAL	**$ 26,402.74**

PROJECT MANUAL

Hidalgo County Elections Warehouse Renovation

Edinburg, TX

HALFF®

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION PROJECT
Project Manual
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HIDALGO COUNTY
ELECTIONS WAREHOUSE

EDINBURG, TEXAS

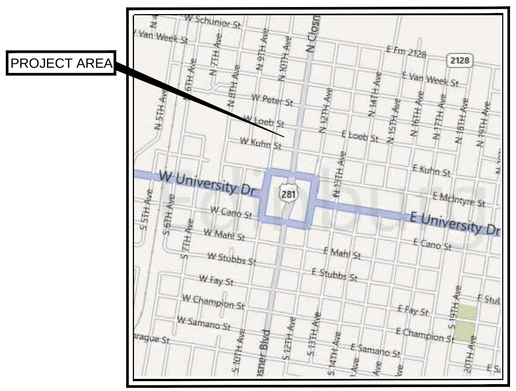
OFFICIALS

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COMMISSIONER PRECINCT 2	HECTOR "TITO" PALACIOS
COMMISSIONER PRECINCT 3	JOE M. FLORES
COMMISSIONER PRECINCT 4	JOSEPH PALACIOS
ELECTIONS ADMINISTRATOR	YVONNE RAMON
PROJECT MANAGER	RICHARD SUNDAY

Owner:
HIDALGO COUNTY

Project Location:
HIDALGO COUNTY ELECTIONS WAREHOUSE
317 NORTH CLOSNER
Edinburg, Texas 78539

PROJECT LOCATION:



VICINITY MAP N.T.S.

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SET NO.:____

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Revision No.	Date	Description
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MENTON J. MURRAY, P.E. 87004 8/18/11

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Issued:	
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Scale:	
Sheet Title	GENERAL INFORMATION

G0.0
Sheet Number

MECHANICAL GENERAL LEGEND

DUCTWORK SYMBOLS

DESCRIPTION	SINGLE LINE	DOUBLE LINE
ACCESS DOOR	AD	AD
BACKDRAFT DAMPER	BDD	BDD
FIRE DAMPER	F	F
FLEXIBLE CONNECTION	FC	FC
MOTORIZED DAMPER	M	M
CONTROL DAMPER	CD M	CD M
VOLUME DAMPER, MANUAL	VD	VD
DUCT ELBOW WITH TURNING VANES		
DUCT SECTION – SUPPLY AIR		
DUCT SECTION – EXHAUST AIR		
DUCT SECTION – RETURN, OUTSIDE, OR RELIEF AIR		
DUCT, INCLINED DROP		
DUCT, INCLINED RISE		
FLEXIBLE DUCT – ROUND	8"ø	8"ø
DUCT TRANSITION	14/10 — 10/10	14/10 — 10/10
DUCT TRANSITION (SQUARE OR RECTANGULAR TO ROUND)	10/10 — 8"ø	12/12 — 8"ø
RECTANGULAR DUCT, SIZE IN INCHES, FIRST DIMENSION IS SIDE SHOWN (NET CLEAR INSIDE DIMENSION)	10/14	10/14
ROUND DUCT, DIAMETER IN INCHES (NET CLEAR INSIDE DIMENSION)	8"ø	8"ø
AIR FLOW IN DIRECTION OF ARROW		
45° BRANCH TAKE-OFFS		
CONICAL LATERAL BRANCH TAKE-OFFS		
CEILING SUPPLY DIFFUSERS		
CEILING RETURN GRILLE/REGISTER		
CEILING EXHAUST FAN (EF-_)		EF-_
CEILING EXHAUST GRILLE/REGISTER		
SIDEWALL SUPPLY GRILLE/REGISTER		
SIDEWALL RETURN/EXHAUST GRILLE/REGISTER		
EXTRACTOR		
DUCT TEE WITH SPLITTER DAMPER		
DOOR UNDERCUT	UC	UC
DOOR LOUVER	L	L

PIPING SYMBOLS

SYMBOL	DESCRIPTION
CHWS	CHILLED WATER SUPPLY
CHWR	CHILLED WATER RETURN
HWS	HOT WATER SUPPLY
HWR	HOT WATER RETURN
PCWS	PRIMARY CHILLED WATER SUPPLY
PCWR	PRIMARY CHILLED WATER RETURN
SCWS	SECONDARY CHILLED WATER SUPPLY
SCWR	SECONDARY CHILLED WATER RETURN
D	DRAIN
	DIRECTION OF PITCH (DOWN)
	FLUID FLOW DIRECTION
	SECTIONAL VALVE (SEE SPECS)
	GATE VALVE
	CHECK VALVE
	THROTTLING VALVE (SEE SPECS)
	GLOBE VALVE
	BUTTERFLY VALVE
	CALIBRATED BALANCING VALVE
	BALL VALVE
	PRESSURE REDUCING VALVE
	PRESSURE RELIEF OR SAFETY VALVE
	VACUUM RELIEF OR SAFETY VALVE
	ANGLE VALVE
S	SOLENOID VALVE
M	2-WAY MOTOR OPERATED CONTROL VALVE
M	3-WAY MOTOR OPERATED CONTROL VALVE
M	2-WAY CONTROL VALVE
M	3-WAY CONTROL VALVE
F	TRIPLE DUTY VALVE
	FLOW CONTROL VALVE
	PLUG VALVE
	SIGHT GLASS
	TEST COCK
	PLUGGED TEE
TFM	FLOW METER
	PRESSURE GAUGE WITH VENT COCK
	THERMOMETER
T	THERMAL WELL WITH TEMPERATURE SENSOR
	STRAINER
	STRAINER WITH BLOWDOWN VALVE
	CONCENTRIC REDUCER
	ECCENTRIC REDUCER
	UNION
	FLEXIBLE PIPE CONNECTOR
	CAPPED PIPE/OUTLET
	PLUGGED PIPE/OUTLET
	AUTOMATIC AIR VENT
	VALVE AND BLIND FLANGE
	PIPE HEADER WITH BLIND FLANGE
	PIPE TURNING UP
	PIPE TURNING DOWN
	PIPE BRANCH BOTTOM CONNECTION
	PIPE BRANCH TOP CONNECTION
	PUMP (FOR WATER FLOW DIAGRAM ONLY)

MISCELLANEOUS SYMBOLS

- (P) DUCT STATIC PRESSURE SENSOR
- SD DUCT SMOKE DETECTOR
- CO_2 CARBON DIOXIDE SENSOR
- NEW CONNECTION TO EXISTING
- (H) HUMIDISTAT
- RH RELATIVE HUMIDITY SENSOR
- (T) THERMOSTAT OR TEMPERATURE SENSOR (MOUNT 48" AFF)
- T DUCT TEMPERATURE SENSOR
- TC TIME CLOCK
- F FREEZESTAT
- DIFFUSER, GRILLE OR REGISTER MARK
- 200 — AIR FLOW (CFM)
  12 X 8 — RECTANGULAR FACE SIZE (WHERE APPLICABLE)
- DIRECTION OF SECTION
  01 — IDENTIFYING NUMBER OR LETTER FOR SECTIONS.
  M2.01 — NUMBER OF REFERENCE DRAWING WHERE SECTION IS SHOWN.
- 01 — IDENTIFYING NUMBER OR LETTER FOR DETAILS.
  M2.01 — NUMBER OF REFERENCE DRAWING WHERE DETAIL IS SHOWN.
- ENLARGED DETAIL REFERENCE
- MATCHLINE
- LINE WITH HATCHING DESIGNATES DEMOLITION WORK

AIRFLOW DIAGRAM SYMBOLS

- C / C — COOLING COIL
- M — MOTORIZED OPPOSED BLADE DAMPER
- H / C — HEATING COIL
- M — MOTORIZED PARALLEL BLADE DAMPER
- LOUVER
- FAN STARTER
- BDD — BACKDRAFT DAMPER
- FAN
- FD/SD — FIRE/SMOKE DAMPER
- FAN WITH ADJUSTABLE FREQUENCY MOTOR CONTROLLER
- AFMS — AIR FLOW MEASURING STATION

GENERAL ABBREVIATIONS

AAV	AUTOMATIC AIR VALVE
AFF	ABOVE FINISHED FLOOR
AFMS	AIR FLOW MEASURING STATION
AMB	AMBIENT
APD	AIR PRESSURE DROP
BD	BLOWDOWN
BF	BLIND FLANGE
BFP	BACKFLOW PREVENTER
BFV	BUTTERFLY VALVE
BHP	BRAKE HORSEPOWER
BLV	BALANCING VALVE
BOD	BOTTOM OF DUCT
BOP	BOTTOM OF PIPE
BOS	BOTTOM OF STEEL
BV	BALL VALVE
CAP	CAPACITY
CCMS	CENTRAL CONTROL MONITORING SYSTEM
CENT	CENTRIFUGAL
CMBST	COMBUSTION AIR
CL	CENTERLINE
CV	CONTROL VALVE OR CONSTANT VOLUME
CHWS	CHILLED WATER SUPPLY
CHWR	CHILLED WATER RETURN
D	DIFFUSER OR DAMPER
DB	DRY BULB
DEG	DEGREES
DIA	DIAMETER
DN	DOWN
DX	DIRECT EXPANSION
EAT	ENTERING AIR TEMPERATURE
EDB	ENTERING DRYBULB TEMPERATURE
EFF	EFFICIENCY
ENT	ENTERING
ESP	EXTERNAL STATIC PRESSURE
EWB	ENTERING WET BULB
EWT	ENTERING WATER TEMPERATURE
FCV	FLOW CONTROL VALVE
FLA	FULL LOAD AMP
FLEX	FLEXIBLE
FM	FLOW METER
FWL	FIXED WALL LOUVER
GR	GRILLE
GV	GATE VALVE
HZ	CYCLES PER SECOND (HERTZ)
kW	KILOWATT
LAT	LEAVING AIR TEMPERATURE
LDB	LEAVING DRYBULB TEMPERATURE
LWT	LEAVING WATER TEMPERATURE
MAX	MAXIMUM
MFR	MANUFACTURER
MIN	MINIMUM
MVD	MOTORIZED VOLUME DAMPER
MW	MAKE UP WATER
NC	NORMALLY CLOSED
NK	NECK
NO	NORMALLY OPEN OR NUMBER
NTS	NOT TO SCALE
OA	OUTSIDE AIR
OBD	OPPOSED BLADE DAMPER
PD	PRESSURE DROP
PH	PHASE
PI	PRESSURE INDICATOR
PRV	PRESSURE RELIEF VAVLE
PS	PRESSURE SENSOR
PSV	PRESSURE SAFETY VALVE
PTRV	PRESSURE TEMPERATURE RELIEF VALVE
PV	PLUG VALVE
PCW	PRIMARY CHILLED WATER
PCWS	PRIMARY CHILLED WATER SUPPLY
PCWR	PRIMARY CHILLED WATER RETURN
PCWP	PRIMARY CHILLED WATER PUMP
RED	REDUCER
REG	REGISTER
RH	RELATIVE HUMIDITY
RPM	REVOLUTIONS PER MINUTE
SA	SUPPLY AIR
SENS	SENSIBLE
SL	SOUND LINING
SD	SMOKE DETECTOR
SOV	SOLENOID OPERATED VALVE OR SHUT-OFF VALVE
SP	STATIC PRESSURE
SS	STAINLESS STEEL
SCW	SECONDARY CHILLED WATER
SCWS	SECONDARY CHILLED WATER SUPPLY
SCWR	SECONDARY CHILLED WATER RETURN
SCWP	SECONDARY CHILLED WATER PUMP
TOD	TOP OF DUCT
TOP	TOP OF PIPE
TOS	TOP OF STEEL
TS	TEMPERATURE SENSOR
TSTAT	THERMOSTAT
TSP	TOTAL STATIC PRESSURE
UNO	UNLESS NOTED OTHERWISE
VEL	VELOCITY
VFD	VARIABLE FREQUENCY DRIVE
VTR	VENT THROUGH ROOF
WB	WET BULB
WPD	WATER PRESSURE DROP
WTR	WATER
WxHxL	WIDTH BY HEIGHT BY LENGTH

EQUIPMENT ABBREVIATIONS

AHU	AIR HANDLING UNIT
ACU	AIR CONDENSING UNIT
ACCU	AIR COOLED CONDENSING UNIT
AS	AIR SEPARATOR
B	BOILER
BCU	BLOWER COIL UNIT
CC	COOLING COIL
CF	CHEMICAL FEEDER
CH	CHILLER
CP	CONDENSOR PUMP
CT	COOLING TOWER
CWP	CHILLED WATER PUMP
EDH	ELECTRIC DUCT HEATER
DC	DUST COLLECTOR
EF	EXHAUST FAN
EH	ELECTRIC HEATER
ET	EXPANSION TANK
F	FILTER
FCU	FAN COIL UNIT
FCCU	FAN COIL CONDENSING UNIT
FPB	FAN POWER BOX
GFUH	GAS FIRED UNIT HEATER
HC	HOT WATER HEATING COIL
HWP	HOT WATER PUMP
OAH	OUTSIDE AIR HOOD
L	LOUVER
P	PUMP
PP	PRIMARY PUMP
PTAC	PACKAGE TERMINAL AIR CONDITIONING
RH	RELIEF HOOD
RHEF	RELIEF HOOD EXHAUST FAN
RTU	ROOF TOP UNIT
SDB	SINGLE DUCT BOX
SP	SECONDARY PUMP
ST	CHILLED WATER STORAGE TANK
VAV	VARIABLE AIR VOLUME BOX
VFD	VARIABLE FREQUENCY DRIVE

GENERAL MECHANICAL NOTES

(1) INFORMATION ON THIS PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER AND/OR ARCHITECT.

(2) THE CONTRACTOR IS FULLY RESPONSIBLE FOR PERFORMING THE WORK IN FULL COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES UNDER THIS SECTION OF THE CONTRACT. IF THE CONTRACTOR DETERMINES THAT THE CONTRACT DOCUMENTS AND PLANS ARE NOT IN COMPLIANCE WITH THE APPLICABLE LOCAL CODES, HE SHALL INFORM THE ARCHITECT PRIOR TO CONSTRUCTION START FOR DIRECTION. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO MEET APPLICABLE LOCAL CODES, AND REWORK SHALL BE AT CONTRACTOR'S EXPENSE.

(3) CONTRACTOR SHALL HANG AND INSTALL ALL DUCTWORK TIGHT WITH THE BUILDING STRUCTURE TO ACCOMMODATE NEW CEILINGS. CONTRACTOR SHALL COORDINATE ALL INSTALLATION WORK WITH ARCHITECTURAL AND ELECTRICAL DESIGN. ALL DUCTWORK SHALL BE MODIFIED AS NECESSARY AND REQUIRED TO FIT AROUND BUILDING STRUCTURES, ARCHITECTURAL BUILD-OUT AND ELECTRICAL CABLE TRAY INSTALLATIONS. MECHANICAL CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE WORK SCOPE OF OTHER TRADES AND PARTICIPATE IN COORDINATING ALL CONSTRUCTION EFFORTS.

(4) CONTRACTOR SHALL INSTALL ALL EXHAUST SYSTEMS, INCLUDING FANS AND EXHAUST DUCTS. PROVIDE COMPLETE NEW SYSTEMS AS INDICATED.

(5) CONTRACTOR SHALL PROVIDE ALL CEILING DIFFUSERS AS SHOWN. CONNECT EACH DIFFUSER TO THE MAIN DISTRIBUTION DUCT WITH A FLEX-DUCT SECTION; CONNECTIONS SHALL BE COMPLETED IN ACCORDANCE WITH THE DETAIL. EACH FLEX-DUCT CONNECTION SHALL INCLUDE A BUTTERFLY DAMPER TO BE INSTALLED AT THE TRUNK DUCT.

(6) CONTRACTOR SHALL PROVIDE ALL DUCTWORK REQUIRED TO COMPLETE THE HVAC SYSTEM. TIE IN BRANCH DUCTS TO MAIN DUCTS WITH SHEET METAL FLANGES. FLANGE CONNECTION SHALL BE FASTENED WITH CRIMPED SHEET METAL STRIPS AND SEALED WITH SILICONE CAULK.

(7) CONTRACTOR SHALL SUPPLY AND INSTALL FIRE DAMPERS AND ACCESS DOORS IN THE HORIZONTAL DUCTS WHERE THEY PENETRATE FIRE BARRIERS.

(8) CONTRACTOR SHALL PROVIDE FIRE DAMPERS IN ALL DIFFUSERS AND GRILLES LOCATED IN FIRE RATED CEILINGS. ALL HALLWAY DIFFUSERS AND GRILLES SHALL BE INSTALLED WITH FIRE DAMPERS. ALL DIFFUSERS AND GRILLES SHOWN WITH A CIRCLED "F" SHALL BE EQUIPPED WITH FIRE DAMPERS.

(9) ALL OPENINGS CUT IN MASONRY AND PLASTER WALLS OR CONCRETE FLOORS SHALL BE CORE DRILLED OR SAWED WHEN POSSIBLE. CONTRACTOR SHALL CHECK BUILDING CONSTRUCTION BEFORE MAKING PENETRATIONS TO AVOID CUTTING THROUGH STRUCTURAL BEAMS AND REINFORCING. CONTRACTOR SHALL INFORM THE ENGINEER IF REINFORCING IS CUT OR DAMAGED WHILE MAKING OPENINGS. CONTRACTOR SHALL REINFORCE ALL OPENINGS AS REQUIRED BY DRAWINGS AND SPECIFICATIONS. PATCH AND SEAL OPENINGS WITH 6000 PSI CEMENT GROUT. INSTALL DECORATIVE TRIM (EQUIPMENT FLANGES, FRAMING OR ESCUTCHEONS) AROUND OPENINGS IN FINISHED AREAS. COORDINATE ALL CUTTING AND PATCHING WITH THE OTHER TRADES.

(10) ON ANY WORK SHOWN ON MECHANICAL DRAWINGS REQUIRING DEMOLITION OF EXISTING OR NEW BUILDING STRUCTURES AND FINISHES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT-APPROVED PATCHING MATERIALS. REPAIRS SHALL BE COMPLETED ACCORDING TO ARCHITECTURAL SPECIFICATIONS. ALL REFINISHING SHALL BE APPROVED BY THE ARCHITECT.

(11) CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE INSTALLATION OF THE AIR DISTRIBUTION SYSTEM SHOWN. DUCTWORK, DUCT ACCESSORIES AND CONTROLS SHOWN AND REQUIRED SHALL BE SUPPLIED AND INSTALLED. ALL INSTALLATION WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE CODES, INCLUDING NFPA 90A AND 90B.

(12) CONTRACTOR SHALL BALANCE ALL AIR DISTRIBUTION SYSTEMS TO ACHIEVE THE AIR VOLUME REQUIREMENTS INDICATED. BALANCING SHALL INCLUDE ADJUSTMENT OF ALL MANUAL VOLUME DAMPERS, SPLITTER DAMPERS, ZONE DAMPERS (IF REQUIRED), BUTTERFLY DAMPERS AND INDIVIDUAL DIFFUSER VOLUME DAMPERS (FINAL BALANCING ONLY). CONTRACTOR SHALL SUPPLY THE ENGINEER WITH A COMPLETE BALANCING REPORT WHICH INCLUDES VOLUME, ROOM REFERENCE AND ZONE VOLUME TOTALS.

(13) MOUNT ALL THERMOSTATS (SENSORS) 48" ABOVE THE FINISHED FLOOR LEVEL UNLESS NOTED OTHERWISE THERMOSTATS SHOWN SHALL BE IN CONTROL OF THE ZONE SYSTEM WHICH IS SUPPLYING AIR TO THE AREA WHERE THE THERMOSTAT IS LOCATED. CONTRACTOR SHALL COORDINATE THE FINAL LOCATION OF EACH THERMOSTAT WITH THE ROOM FINISHES AND USES. CONTRACTOR SHALL SUPPLY AND INSTALL ALL CONTROL VOLTAGE WIRING AND CONDUIT FOR THERMOSTAT (DDC CONTROL) INSTALLATION.

(14) CONTRACTOR SHALL COORDINATE THE FINAL LOCATIONS OF ALL CEILING DIFFUSERS WITH LIGHTING INSTALLATIONS AND ARCHITECTURAL REFLECTED CEILING PLANS. MOVE THE DIFFUSER LOCATIONS IF REQUIRED TO AVOID OBSTRUCTIONS FROM DUCTWORK AND LIGHT FIXTURES. COORDINATE RELOCATION WITH ENGINEER.

(15) CONTRACTOR SHALL INSTALL NEW REFRIGERANT PIPING FLUSH WITH THE BUILDING STRUCTURE AND MECHANICAL ROOM BOUNDARIES AS SHOWN. CONTRACTOR SHALL COORDINATE ALL INSTALLATION WORK WITH DUCTS AND ELECTRICAL CONDUIT. MECHANICAL CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE WORK SCOPE OF OTHER TRADES AND PARTICIPATE IN COORDINATING ALL CONSTRUCTION EFFORTS.

(16) ALL PIPING SHALL BE INSULATED AND JACKETED. REFER TO THE SPECIFICATIONS. CONDENSER COILS ARE TO BE COATED IN ACCORDANCE WITH THE SPECIFICATIONS.

(17) VERIFY THE LOCATION OF ALL WALLS, PARTITIONS, DOORS, CABINETS, AND CEILINGS FROM ACTUAL FIELD MEASUREMENTS.

(18) PROVIDE SMOKE DETECTOR AND SHUTDOWN CONTROLS ON AIR HANDLERS AND SUPPLY FANS. SMOKE DETECTORS SHALL BE PROVIDED, INSTALLED AND WIRED FOR SHUT DOWN BY DIVISION 16. PROVIDE BOTH SUPPLY AND RETURN SIDE DEVICES.

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
EDINBURG, TEXAS

THE COUNTY OF HIDALGO TEXAS

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Revision No.	Date	Description

PRELIMINARY

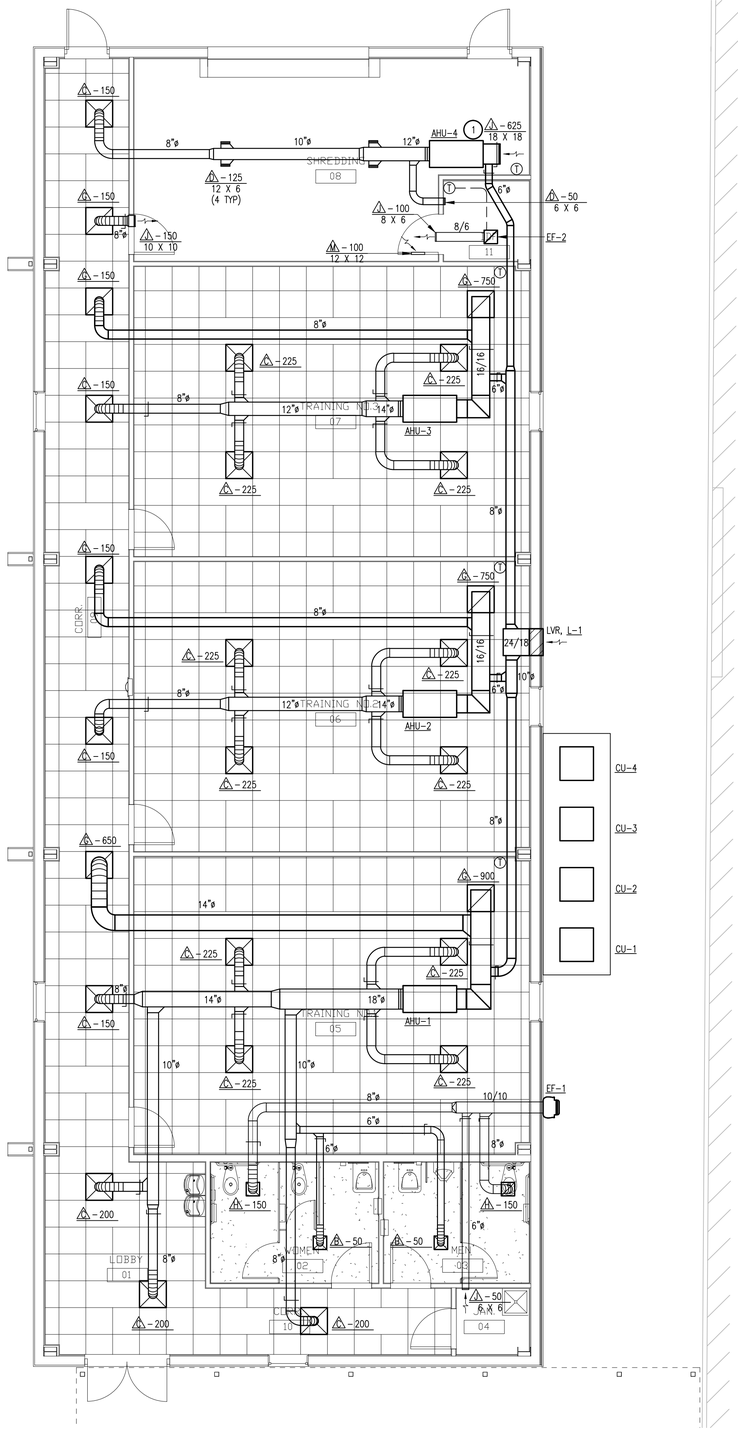
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MENTON J. MURRAY, P.E. 87004 8/18/11

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Project No.:	
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Sheet Title	MECHANICAL GENERAL LEGEND
Sheet Number	M0.1



01 MECHANICAL PLAN
SCALE: 3/16" = 1'-0"

GENERAL NOTES:

A. REFER TO SHEET M0.1 FOR GENERAL MECHANICAL NOTES.

KEY NOTES: ①

1. RETURN DUCT EQUAL SIZE OF UNIT OPENING. TRANSITION AS REQUIRED TO RETURN GRILLE.

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SPLIT SYSTEM SCHEDULE

AIR HANDLING UNIT MARK	AHU-1	AHU-2, -3	AHU-4
TOTAL AIR CFM/OA CFM	1750/200	1050/150	700/75
EXTERNAL S.P. "wg.	0.5	0.5	0.4
MIN FAN HP	3/4	1/2	1/2
COIL TOTAL BTUH (NET)	48,500	31,900	17,600
SENSIBLE BTUH (NET)	36,500	22,700	14,600
ENTERING AIR D.B./W.B °F	78.1/64.6	78.8/65.1	77.9/64.4
LEAVING AIR D.B./W.B. °F (MAX)	57/55	57/55	57/55
AIR HANDLING UNIT VOLTAGE	208V/3Ø	208V/3Ø	208V/1Ø
MINIMUM CIRCUIT AMPS	55.5	49.5	44.7
MOCP	60	50	45
BASED MANUF. OR EQUAL	CARRIER	CARRIER	CARRIER
BASED MODEL	FB4CNF060	FB4CNF036	FB4CNF024
ELECTRIC HEAT (KW)	18	9	8
CONDENSER UNIT MARK	CU-1	CU-2,-3	CU-4
AMBIENT AIT TEMPERATURE °F	100	100	100
CONDENSER UNIT VOLTAGE	208V/3Ø	208V/3Ø	208V/1Ø
MINIMUM CIRCUIT AMPS	21.4	14.5	17.6
MOCP	30	20	25
BASED MANUF. OR EQUAL	CARRIER	CARRIER	CARRIER
BASED MODEL	24ABB360	24ABB336	24ABB324
CONDENSER WEIGHT (LBS)	1,2,4	1,2,4	1,3,4

GENERAL NOTE
1. INTERCONNECTING REFRIGERANT LINES SHALL BE SIZED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS
2. UNIT EFFICIENCY: 13.0 SEER/11.0 EER
3. UNIT EFFICIENCY: 13.5 SEER/11.0 EER
4. REFRIGERANT: R-410A

GRILLE/DIFFUSER/REGISTER SCHEDULE

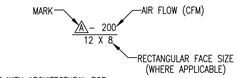
MARK	SERVICE	DESCRIPTION	MANUFACTURER MODEL No.	MAX. NC LEVEL (1)	REMARKS
B	SUPPLY	12"X12" MODULE SIZE, ALUMINUM, LOUVERED, SURFACE-MOUNTED DIFFUSER WITH 4-WAY THROW, ROUND NECK, FACE SIZE AS INDICATED BELOW.	TITUS TDC-AA	30	#26 WHITE FINISH
C	SUPPLY	24"X24" FACE, ROUND NECK, CEILING DIFFUSER WITH BORDER FOR LAY-IN CEILING, WITH 4-WAY DIFFUSER PATTERN, ALUMINUM CONSTRUCTION.	TITUS TMS-AA	30	#26 WHITE FINISH
D	SUPPLY	SURFACE MOUNTED SUPPLY DIFFUSER WITH 3/4" SPACING, ALUMINUM CONSTRUCTION, DOUBLE DEFLECTION WITH OPPOSED BLADE DAMPER.	TITUS 300FL	30	#26 WHITE FINISH
G	RETURN	24"X24" EGGCRATE FACE, CEILING RETURN GRILL WITH BORDER FOR LAY-IN CEILING, ALUMINUM CONSTRUCTION.	TITUS 50F	30	#26 WHITE FINISH
H	RETURN	12"X12" EGGCRATE FACE, CEILING RETURN GRILLE WITH BORDER FOR LAY-IN CEILING, ALUMINUM CONSTRUCTION.	TITUS 50F	30	#26 WHITE FINISH
J	RETURN	SURFACE MOUNTED RETURN GRILLE WITH 3/4" SPACING. ALUMINUM CONSTRUCTION, 35° DEFLECTION.	TITUS 350FL	30	#26 WHITE FINISH
M	RETURN	HEAVY DUTY SURFACE MOUNTED ALUMINUM RETURN GRILLE WITH 1/2" BLADE SPACING AND 30° FIXED DEFLECTION.	TITUS 63FL	30	#26 WHITE FINISH

= THIS WILL DESIGNATE A STEEL FIRE RATED AIR DEVICE TYPE.

CBA = COLOR BY ARCHITECT

* = SEE ARCHITECTURAL DRAWINGS PROPER BORDER TYPES

AIR OUTLET DESIGNATION ON PLANS



CAPACITY	FACE	NECK/FLEXIBLE CONNECTION
0-135	6 X 6	6"
136-285	9 X 9	8"
286-440	12 X 12	10"
441-550	12 X 12	12"
551-750	15 X 15	14"
750-1000	18 X 18	16"

NOTE: COORDINATE ALL AIR DEVICE TYPE WITH ARCHITECTURAL RCP.

LOUVER SCHEDULE

MARK	SERVES	CFM	WIDTH (IN)	HEIGHT (IN)	MINIMUM FREE AREA	MAX. PRESSURE DROP AT 750 FPM EXHAUST (" w.g.)	MAX. PRESSURE DROP AT 750 FPM INTAKE (" w.g.)	REFERENCE SPECS	REMARKS
L-1	OUTSIDE AIR	575	24	18	077	-	0.1	RUSKIN - EME520DD	1,2

REMARKS
1. FINISH SHALL BE KYNAR 500. COLOR TO MATCH METAL BUILDING.
2. LOUVER SHALL PROVIDE MINIMUM 99% EFFECTIVENESS IN PREVENTING WATER PENETRATION IN WIND DRIVEN RAIN TEST (29 mph, 3 in/hr).

FAN SCHEDULE

MARK	EF-1	EF-2
CFM	350	100
SERVICE	RR/JAN	IDF
LOCATION	SIDEWALL	EXP.
TYPE	CENTRIFUGAL UP BLAST	CABINET
RPM	1370	920
EXT SP (IN WC)	0.375	0.25
HP (W)	1/8	(76)
DRIVE	DIRECT	DIRECT
ELECTRICAL VOLTS/PHASE	120/1	120/1
MAX. SONES	6.0	1.0
MANUFACTURER	L. COOK	L. COOK
MODEL	90W15DH	GN-144
NOTES	1,2,4,5	1,4,5

REMARKS
1. FAN SHALL HAVE INTEGRAL DISCONNECT SWITCH FROM FACTORY.
2. FAN SHALL BE SWITCHED WITH MENS REST ROOM LIGHTS.
3. FAN SHALL BE CONTROLLED THROUGH DIGITAL THERMOSTAT TO ENERGIZE WHEN TEMPERATURE EXCEEDS 80°F.
4. FAN SHALL BE PROVIDED WITH BACK DRAFT DAMPER.
5. FAN SHALL BE PROVIDED WITH FAN SPEED CONTROL.

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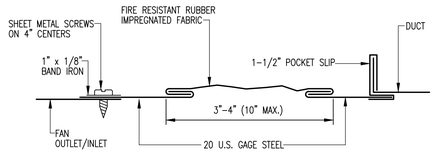
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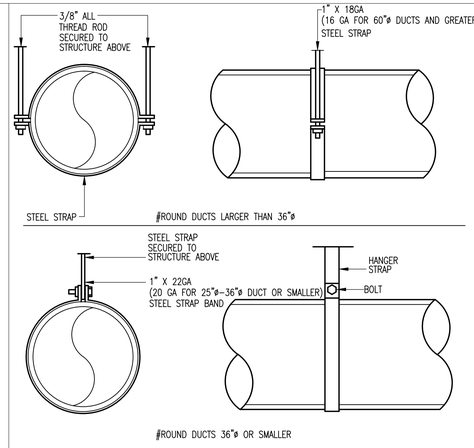
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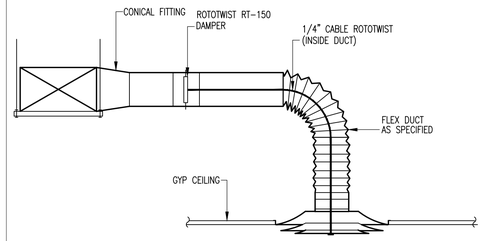
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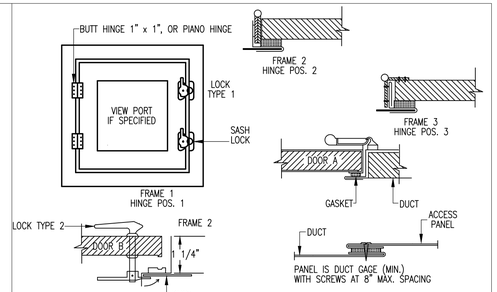
01 FLEXIBLE CONNECTION DETAIL
Scale: N.T.S.



04 EXPOSED AND CONCEALED ROUND DUCT HANGER
SCALE: NTS

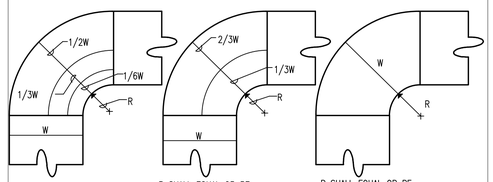


07 REMOTE CABLE OPERATED DAMPER
SCALE: N.T.S.



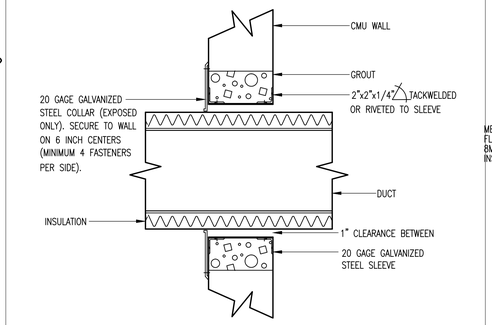
	DOOR SIZE	NO. HINGES	NO. LOCKS	METAL GAGE FRAME	METAL GAGE DOOR	METAL GAGE BACK
2" W.G. STATIC AND LESS	12" x 12"	2	1-S	24	26	26
	16" x 20"	2	2-S	22	24	26
	24" x 24"	3	2-S	22	22	26
3" W.G. STATIC	12" x 12"	2	1-S	22	22	26
	16" x 20"	2	1-S,1-T,1-B	20	20	26
	24" x 24"	3	2-S,1-T,1-B	20	20	24
4" W.G. TO 10" W.G.	12" x 12"	2	1-S,1-T,1-B	20	20	26
	16" x 20"	3	2-S,1-T,1-B	18	18	24
	24" x 24"	3	2-S,2-T,2-B	18	18	24
S = SIDE OPPOSITE HINGES, T = TOP, B = BOTTOM						

10 DUCT ACCESS DOOR DETAIL
Scale: N.T.S.

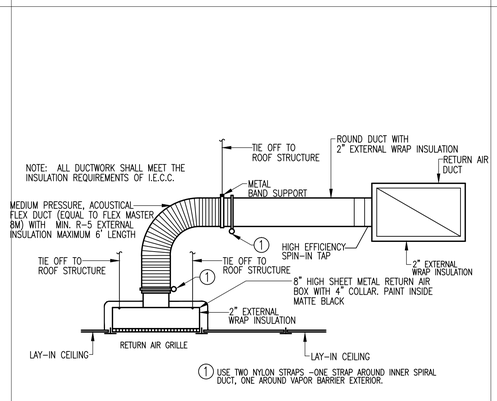


NOTES:
1. THE INTERIOR SURFACE OF ALL RADIUS ELBOWS SHALL BE MADE ROUND
2. ALL STANDARD RADIUS ELBOWS SHOWN ON PLANS MAY BE MADE SHORT RADIUS ELBOWS. ALL SHORT RADIUS ELBOWS SHALL HAVE VANES. VANES SHALL BE CONSTRUCTED, SUPPORTED AND FASTENED AS RECOMMENDED BY SMACNA.

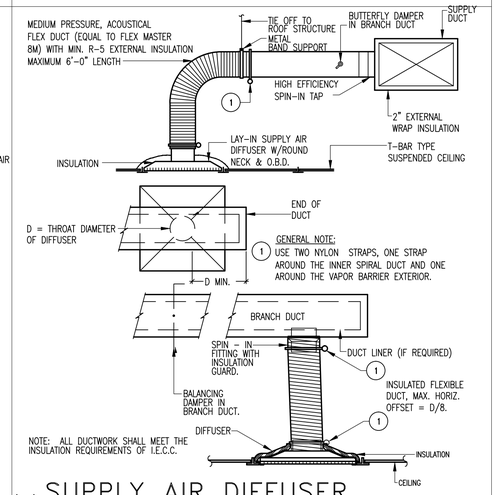
02 RADIUS DUCT ELBOW DETAIL
Scale: N.T.S.



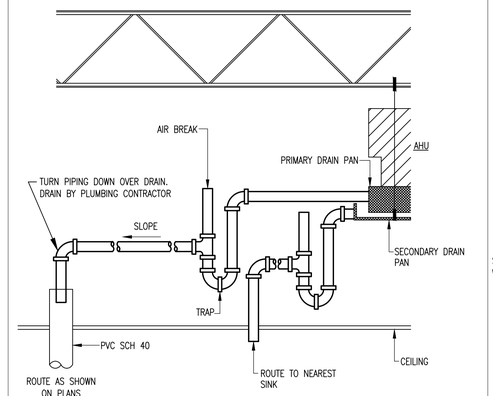
05 DUCT PENETRATION THRU WALL
Scale: N.T.S.



08 RETURN AIR GRILLE BOX CONNECTION
Scale: N.T.S.

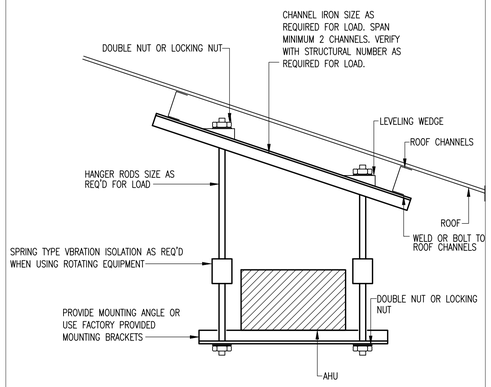


11 SUPPLY AIR DIFFUSER
Scale: N.T.S.

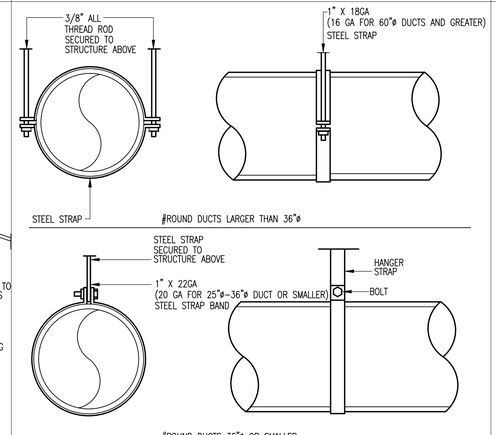


* ALL CONTROL DAMPERS LINE IN RETURN PLENUM SPACE SHALL BE COPPER.

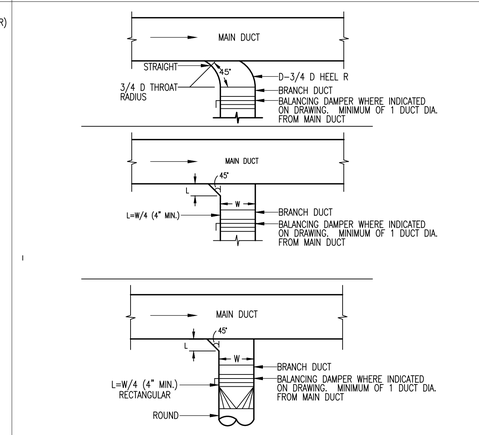
03 DETAIL - CONDENSATE DRAIN
SCALE: N.T.S.



06 TYP. AHU SUSPENSION DTL
Scale: N.T.S.



09 EXPOSED AND CONCEALED ROUND DUCT HANGER
SCALE: NTS



12 TYPICAL BRANCH CONNECTION
Scale: N.T.S.

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M3.1
Sheet Number

ELECTRICAL GENERAL LEGEND

ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS.
SYMBOLS ARE SHOWN SCHEMATIC AND MAY NOT BE TO SCALE.

SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)
LIGHTING		
	2'x4' FLUORESCENT LIGHT FIXTURE	SEE FIX. SCH.
	2'x4' FLUORESCENT LIGHT FIXTURE WITH EMERGENCY BATTERY	SEE FIX. SCH.
	2'x2' FLUORESCENT LIGHT FIXTURE	SEE FIX. SCH.
	2'x2' FLUORESCENT LIGHT FIXTURE WITH EMERGENCY BATTERY	SEE FIX. SCH.
	FLUORESCENT STRIP LIGHT	SEE FIX. SCH.
	FLUORESCENT STRIP LIGHT WITH EMERGENCY BATTERY	SEE FIX. SCH.
	1'X4' FLUORESCENT LIGHT FIXTURE	SEE FIX. SCH.
	1'X4' FLUORESCENT LIGHT FIXTURE WITH EMERGENCY BATTERY	SEE FIX. SCH.
	TRACK LIGHT WITH HEADS	SEE FIX. SCH.
	INCANDESCENT, FLUORESCENT, OR HID FIXTURE CLG. OR WALL MTD.	SEE FIX. SCH.
	INCANDESCENT, FLUORESCENT, OR HID FIXTURE WITH EMERGENCY BATTERY CLG. OR WALL MTD.	SEE FIX. SCH.
	EMERGENCY FIXTURE	SEE FIX. SCH.
	POLE MOUNTED FIXTURE	SEE FIX. SCH.
	EXIT LIGHT, CEILING OR WALL MOUNTED – SHADING INDICATING SINGLE OR DOUBLE FACE; DIRECTIONAL ARROWS AS INDICATED	9" BFC
$_{D(X)}$ SWITCH ID; # OF BUTTONS	DIGITAL SWITCH : Z-MAX #ZMDSW-X-X	48" AFF
$ OR $	SINGLE POLE OR DUAL POLE.	48" AFF
$_3$ / $_4$	3-WAY/4-WAY TOGGLE SWITCH	48" AFF
$_{OC1}$	OCCUPANCY SENSOR – DUAL TECHNOLOGY WALL SWITCH SENSOR.	48" AFF
$_{OC2}$	OCCUPANCY SENSOR HUBBELL LHMTS2 DUAL TECHNOLOGY DUAL RELAY WALL SWITCH SENSOR.	48" AFF
$_D$	WALL DIMMER SWITCH	48" AFF
(OCS)	CEILING MOUNTED OCCUPANCY SENSOR – WATTSTOPPER DT-300 DUAL TECHNOLOGY CEILING SENSOR	–
LCREP	LIGHTING RELAY PANEL	
LC	LIGHTING CONTACTOR, NEMA-1, W/H.O.A. SWITCH	
WOC	WALL MOUNTED OCCUPANCY SENSOR – DUAL TECHNOLOGY WALL SENSOR	
SECURITY SYSTEM		
DM	DOOR MONITOR	–
	CAMERA	–
	DOME CAMERA	–
CR	CARD READER	–
MD	MOTION DETECTOR	–
D	DOOR CONTACT	–
K	SECURITY KEY PAD(DMP-#7063) – STUB 1/2"C ABOVE CEILNG FROM OUTLET BOX	–
ERP	ENTRANCE ROOM PAGER	–
P	PANIC BUTTON	–
		–

SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)
POWER		
	SINGLE RECEPTACLE – 20A/125V/1P/3W/G NEMA 5-20R	15" AFF
	DUPLEX RECEPTACLE – 20A/125V/1P/3W/G NEMA 5-20R	15" AFF
	220 RECEPTACLE – 20A/125V/1P/3W/G NEMA 5-20R	15" AFF
WP	DUPLEX RCPT. GFI/WATER PROOF – 20A/125V/1P/3W/G NEMA 5-20R	15" AFF
	QUADRAPLEX RECEPTACLE (TWO DUPLEX RCPTS. UNDER ONE COVERPLATE)	15" AFF
	ISOLATED GROUND QUADRAPLEX RECEPTACLE (TWO DUPLEX RCPTS. UNDER ONE COVERPLATE)	15" AFF
	ISOLATED GROUND DUPLEX RECEPTACLE – 20A/125V NEMA 5-20R	15" AFF
E	DUPLEX RECEPTACLE ON EMERGENCY CIRCUIT	15" AFF
	FLOOR MOUNTED DUPLEX RECEPTACLE – FLUSH MOUNTED UNO	–
IG	ISOLATED GROUND FLOOR MOUNTED DUPLEX RECEPTACLE – FLUSH MOUNTED UNO	–
	DUPLEX RCPT. SPLIT-WIRED – 20A/125V/1P/3W/G NEMA 5-20R	15" AFF
	SPECIAL PURPOSE RECEPTACLE (NEMA NO. OR RATING AS INDICATED)	15" AFF
	WALKER RF84 SERIES FLOOR BOX W/ONE DUPLEX OUTLET, ONE ISOLATED GND OUTLET, AND DATA KNOCKOUTS AS REQUIRED. STUB 1" C. ABOVE ACCESSIBLE CEILING	
	JUNCTION BOX – SIZE & MOUNTING AS REQUIRED	15" AFF
	MULTIOUTLET ASSEMBLY – LENGTH AND OUTLET SPACING AS INDICATED	–
30/-/3	DISCONNECT SWITCH – 30/-/3 INDICATES 30A, 3-POLE, NONFUSED; 30/30/3 INDICATES 30A, 3-POLE, 30A FUSE	AS REQD.
CB 30/3	CIRCUIT BREAKER DISCONNECT SWITCH – THERMAL MAGNETIC CB IN NEMA 1 ENCL; AMPS/POLES AS INDICATED	AS REQD.
30/30/3	DISCONNECT SWITCH – 30/30/3 INDICATES 30A, 3-POLE, 30A FUSE	AS REQD.
2	MOTOR STARTER FVNR UNO; NUMBER INDICATES NEMA SIZE	AS REQD.
CB	COMBINATION MOTOR CONTROLLER/DISCONNECT SWITCH	AS REQD.
	PANELBOARD	–
	TRANSFORMER	–
	MOTOR	–
~	SINGLE LINE CONTINUATION	–
	CIRCUIT HOME RUN TO PANELBOARD (2 #12, 1 #12G, 3/4"C. 20A/1P CB UNO)	–
X,X,X	THREE SINGLE POLE DEVICE CIRCUIT NUMBERS	–
X/X/X	MULTI-POLE DEVICE CIRCUIT NUMBERS	–
T	THERMOSTAT WALL MOUNTED – STUB 1/2"C ABOVE CEILING FROM OUTLET BOX. COORINATE EXACT LOCATION AND HEIGHT WITH MECHANICAL DIVISION.	–
SEC	SECURITY PANEL (DMP-XR500N)	–
AMP	AMPLIFIER	–
ACU	ADMINISTRATOR CONSOLE UNIT	–
TMGB	TELECOMMUNICATION MAIN GROUNDING BAR	
PC	PHOTOCELL	

SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)
FIRE ALARM		
DH	DOOR HOLDER OR DOOR RELEASE	–
F	FIRE ALARM PULL STATION	48" AFF
F	FIRE ALARM AUDIBLE/VISUAL SIGNAL	80" AFF
F	FIRE ALARM AUDIBLE SIGNAL	80" AFF
F	FIRE ALARM VISUAL SIGNAL	80" AFF
FS	FIRE ALARM SPRINKLER FLOW SWITCH	–
TS	FIRE ALARM SPRINKLER TAMPER SWITCH	–
S	FIRE ALARM SMOKE DETECTOR CEILING OR WALL MOUNTED	80" AFF
H	HEAT DETECTOR CEILING OR WALL MOUNTED	–
D	DUCT SMOKE DETECTOR	–
FACP	FIRE ALARM CONTROL PANEL	–
FAAP	FIRE ALARM ANNUNCIATOR PANEL	–
ARC	AREA OF RESCUE CALL	–
ARANN	AREA OF RESCUE ANNUNCIATOR	–
TC	TIME CLOCK (TORK #72022)	–
S	P.A. SPEAKER, CEILING OR WALL MOUNTED	9" BFC, UNO
S WP	EXTERIOR SPEAKER, WEATHER PROOF, SEMI-FLUSH	
TELECOMMUNICATION		
xo/xw	TELEPHONE/DATA OUTLET. WALL MOUNTED – STUB MIN. 3/4" C. ABOVE ACCESSIBLE CEILING D=DATA, V=VOICE, X=NUMBER OF DROPS	15" AFF
xw	TELEPHONE OUTLET. WALL MOUNTED – STUB MIN. 3/4" C. ABOVE ABOVE ACCESSIBLE CEILING D=DATA, V=VOICE, X=NUMBER OF DROPS	15" AFF
xo	DATA OUTLET. WALL MOUNTED – STUB MIN. 3/4" C. ABOVE ABOVE ACCESSIBLE CEILING D=DATA, V=VOICE, X=NUMBER OF DROPS	15" AFF
	FLOOR MOUNTED TELEPHONE/DATA OUTLET – FLUSH MOUNTED UNO	–
	FLOOR MOUNTED TELEPHONE OUTLET – FLUSH MOUNTED UNO	–
	FLOOR MOUNTED DATA OUTLET – FLUSH MOUNTED UNO	–
W	TELEPHONE OUTLET. WALL MOUNTED – MIN. STUB 3/4" C. ABOVE ACCESSIBLE CEILING	48" AFF
	DATA OUTLET(2 DROPS TOTAL) TO BE PROVIDED AS PART OF WALKER RF84 SERIES FLOOR BOX. STUB 1" C. ABOVE ACCESSIBLE CEILING	
SC	SOUND CONSOLE (RACK)	–
	MICROPHONE OUTLET	–
	CLOCK – SINGLE OR DOUBLE FACE	–
	WIRELESS ACCESS POINT(POE)	–
R	SPRINKLER SYSTEM REGULATOR RELAY	–
TV	TELEVISION OUTLET. CLG. OR WALL MOUNTED – STUB 3/4" C. ABOVE ACCESSIBLE CEILING	–
	PUSHBUTTON FOR INTERCOM CALL IN	48" AFF
	BUZZER/BELL	–
	TELEPHONE BOARD	–
J	J-HOOKS	–
	RELAY	

GENERAL ABBREVIATIONS

ABS	ABOVE BACK SPLASH	EX	EXISTING	IG	ISOLATED GROUND	NL	NIGHT LIGHT	SW	SWITCH
AFF	ABOVE FINISHED FLOOR	F	FUSE	MTD	MOUNT OR MOUNTED	NO (N.O.)	NORMALLY OPEN	UF	UNDERFLOOR
BFC	BELOW FINISHED CEILING	G	GROUND (EQUIPMENT)	NC (N.C.)	NORMALLY CLOSED	RCPT(S)	RECEPTACLE(S)	UG	UNDERGROUND
C	CONDUIT	GFI	GROUND FAULT INTERRUPTER	NF	NONFUSED	PNL	PANEL	WG	WIRE GUARD
CB	CIRCUIT BREAKER	HCC	HORIZONTAL CROSS CONNECT	NIC	NOT IN CONTRACT	SO (S.O.)	SPACE ONLY	WP	WEATHERPROOF
CLG	CEILING	IC	INTERRUPTING CAPACITY	TYP	TYPICAL	SP	SPARE	XFMR	TRANSFORMER
EC	EMPTY CONDUIT	ICC	INTERMEDIATE CROSS CONNECT	EP	ELECTRICAL PRIMARY	ST (S.T.)	SHUNT TRIP	UNO	UNLESS NOTED OTHERWISE

NOTES:
1. 48" AFF INDICATES TO TOP OF DEVICE;
   15" AFF INDICATES TO BOTTOM OF DEVICE;
   ALL OTHER MOUNTING HEIGHTS REFER TO CENTERLINE OF DEVICE.

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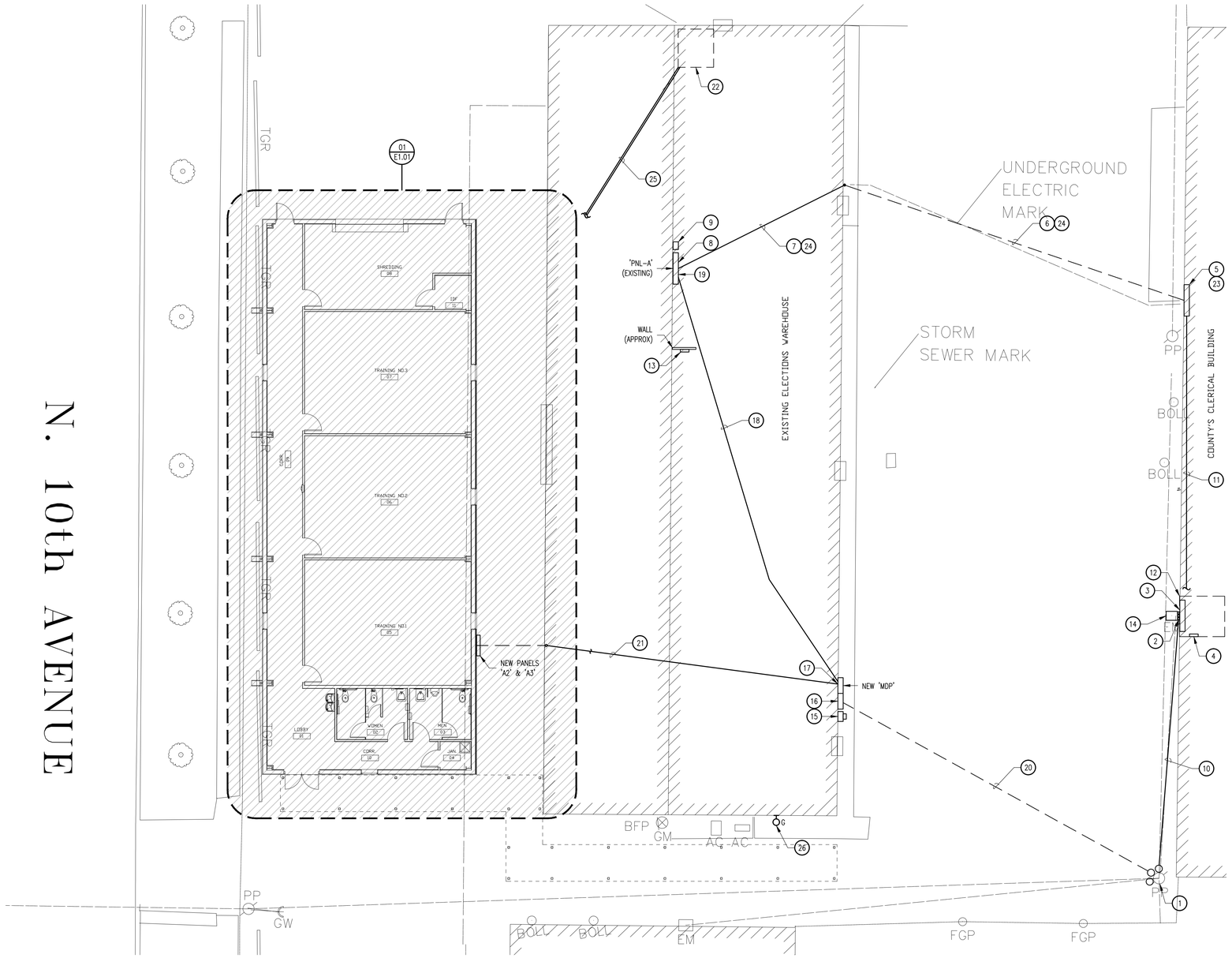
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Sheet Title	ELECTRICAL GENERAL LEGEND
Sheet Number	E0.1



01 ELECTRICAL SITE PLAN
SCALE: 1" = 10'-0"

GENERAL NOTES:

A. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.

B. CONTRACTOR SHALL INCLUDE IN HIS BID ALL NEW TRENCHING, SAW CUTTING, AND PATCHING OF NEW CONDUIT TO BE ROUTED UNDERGROUND.

C. AEP CONTACT PERSONS ARE NOE BARRERA (956) 283-2418 AND LUIS CASTILLO (956) 457-0745.

KEY NOTES:

1. EXISTING AEP 3 PHASE, 120/208V SERVICE POLE MOUNTED TRANSFORMERS.
2. EXISTING (3) SERVICE WEATHERHEADS MOUNTED ON WALL.
3. EXISTING 1200A, 208/120V, 3 PHASE, 4 WIRE SWITCHBOARD WITH 1000A MAIN CIRCUIT BREAKER.
4. EXISTING ELECTRICAL PANEL, 42 POLE LABELED "PARTS DEPARTMENT".
5. EXISTING 120/208V, 225A, 3 PHASE PANEL, WITH 225A MAIN CIRCUIT BREAKER. THIS PANEL SERVICES THE EXISTING ELECTIONS WAREHOUSE. CIRCUIT DESIGNATED SCHEDULE INDICATES AN EXISTING 3 POLE, 125A FEEDING THE ELECTIONS WAREHOUSE, PANEL 'PNL-A'.
6. EXISTING UNDERGROUND FEEDER.
7. EXISTING FEEDER AT PLENUM SPACE.
8. EXISTING 200A, 208/120V, 3 PHASE, 4 WIRE PANEL WITH 200A MAIN.
9. EXISTING HAND-OFF-AUTO.
10. EXISTING ELECTRICAL OVERHEAD SERVICE LINE.
11. EXISTING INDOOR FEEDER FROM ELECTRICAL ROOM TO PANEL ON NORTH SIDE OF BUILDING.
12. ELECTRICAL ROOM.
13. EXISTING FIRE ALARM CONTROL PANEL FOR WAREHOUSE.
14. EXISTING ELECTRIC METER.
15. NEW DEDICATED METER FOR ELECTIONS WAREHOUSE AND NEW BUILDING. CONTRACTOR SHALL PROVIDE THE METER SOCKET AND COORDINATE WITH AEP.
16. CONTRACTOR SHALL PROVIDE WITH CURRENT TRANSFORMER FOR METER.
17. 'MDP', PROVIDE WITH NEW NEMA-3R, 400A, 120/208V, 3 PHASE, 4 WIRE. REFER TO PANEL SCHEDULE FOR PANEL SIZE AND CIRCUIT BREAKERS.
18. EXTEND NEW FEEDER FROM NEW 'MDP' TO EXISTING 'PNL-A'. ROUTE AT PLENUM SPACE.
19. CONTRACTOR SHALL DISCONNECT FROM EXISTING FEEDER FROM COUNTY'S CLERICAL BUILDING TO EXISTING 'PNL-A'. CONTRACTOR SHALL CONNECT 'PNL-A' TO NEW 'MDP VIA NEW FEEDER. REFER TO KEYNOTE 18.
20. NEW UNDERGROUND SERVICE FOR ELECTIONS WAREHOUSE AND NEW BUILDING. COORDINATE WITH AEP.
21. EXTEND NEW FEEDER TO NEW BUILDING. ROUTE FEEDER AT PLENUM SPACE ON ELECTIONS WAREHOUSE, UNDERSIDE OF METAL ROOF OF ELECTIONS WAREHOUSE, ROUTE FEEDER UNDERGROUND AT ALLEY BETWEEN BOTH BUILDINGS, AND CIRCUIT TO NEW BUILDING'S NEW PANEL A2.
22. APPROXIMATE LOCATION OF THE EXISTING 'MDF' ROOM IN THE EXISTING ELECTIONS WAREHOUSE.
23. ELECTRICAL CONTRACTOR SHALL DISCONNECT ANY WIRING ON THIS PANEL ASSOCIATED TO THE EXISTING ELECTIONS WAREHOUSE. THIS PANEL AND BREAKERS SHALL REMAIN IN PLACE. CONTRACTOR SHALL REMOVE ALL THE EXISTING WIRES ROUTED FROM THIS PANEL TO THE EXISTING PANEL AT THE EXISTING ELECTIONS WAREHOUSE.
24. EXISTING ELECTRICAL SERVICE FEEDER FROM COUNTY'S CLERICAL BUILDING TO EXISTING ELECTIONS WAREHOUSE. THE CONTRACTOR SHALL REMOVE THE WIRING ON THIS FEEDER. CONDUIT TO BE ABANDONED IN PLACE.
25. THE CONTRACTOR SHALL ROUTE (2) 2" CONDUITS FROM EXISTING 'MDF' ROOM AT ELECTIONS WAREHOUSE TO NEW BUILDING'S 'IDF' ROOM. ROUTE FEEDER AT PLENUM SPACE ON ELECTIONS WAREHOUSE, UNDERSIDE OF METAL ROOF OF ELECTIONS WAREHOUSE, ROUTE FEEDER UNDERGROUND BETWEEN BOTH BUILDINGS.
26. PROVIDE WITH NEW 'G' TYPE FIXTURE AND MOUNT AT 8' AFF. CIRCUIT NEW WALL PACK TO EXISTING PANEL 'A' AT THE WAREHOUSE BUILDING. ROUTE BRANCH CIRCUIT AT PLENUM SPACE. CONTRACTOR SHALL COVER AND SEAL ALL HOLES MADE FOR THE MOUNTING OF NEW FIXTURE.

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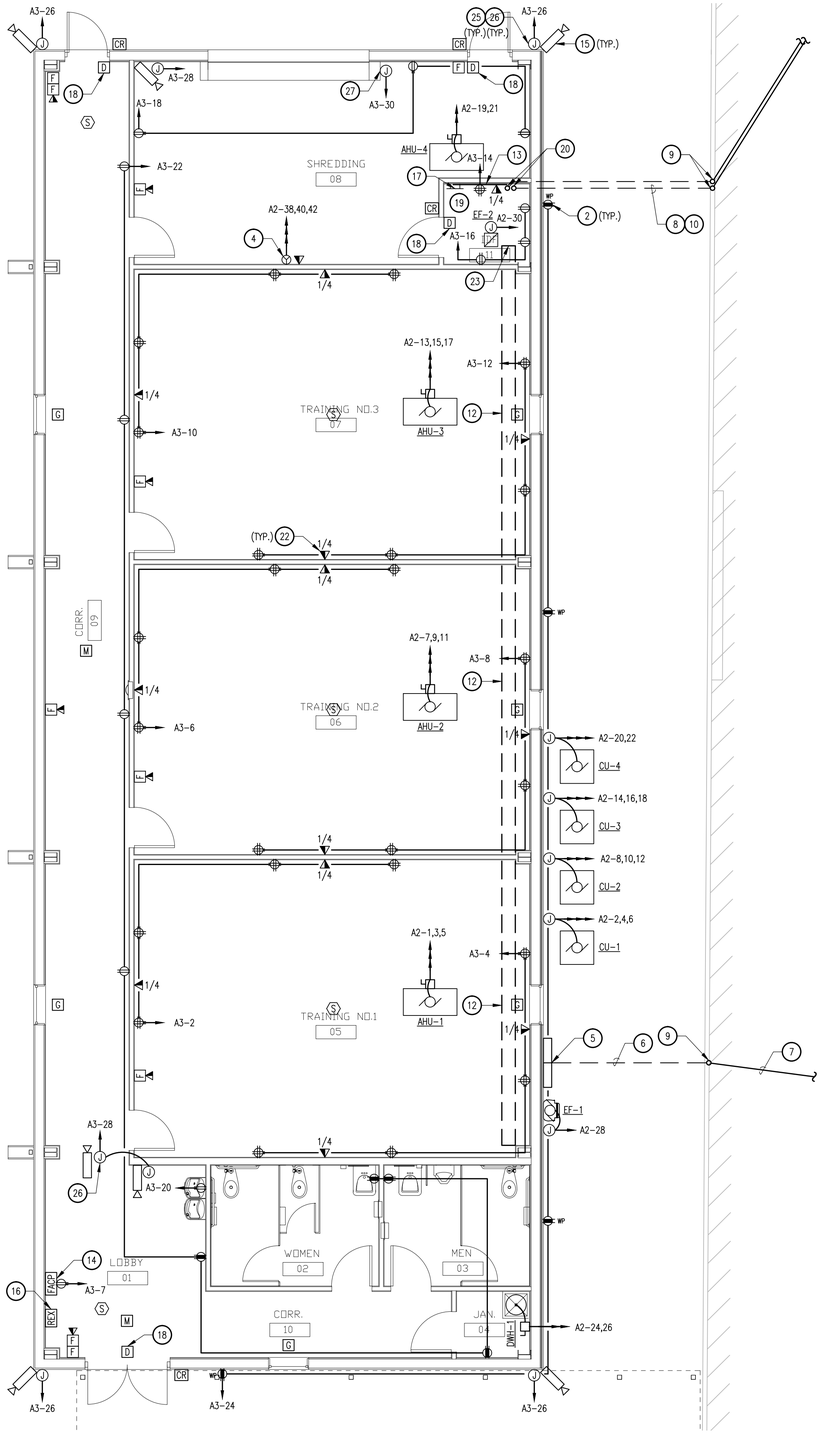
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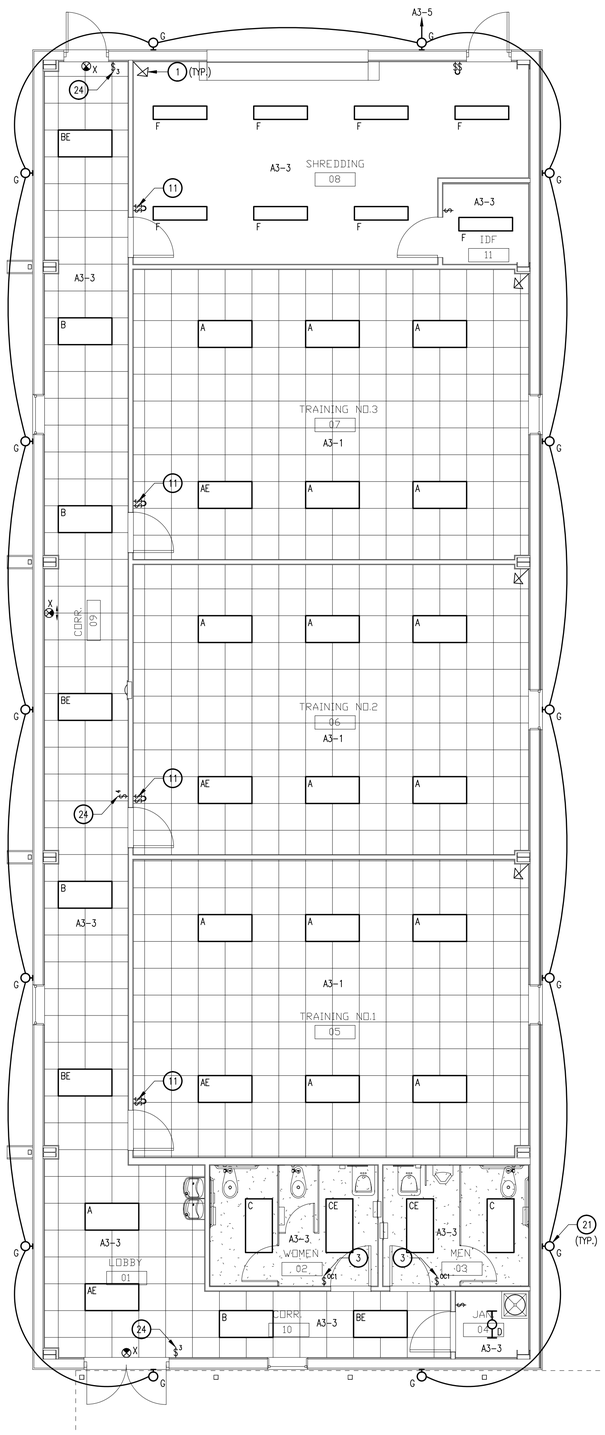
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E1.0
Sheet Number



02 ELECTRICAL POWER PLAN
SCALE: 3/16" = 1'-0"



01 ELECTRICAL LIGHTING PLAN
SCALE: 3/16" = 1'-0"

GENERAL NOTES:

A. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.

KEY NOTES: (#)

1. TYPICAL. WALL MOUNTED OCCUPANCY SENSOR. BASIS OF DESIGN IS LUTRON #LOS-WDT-WH, PROVIDE WITH POWER PACK. MOUNT OCCUPANCY SENSOR AT 8' A.F.F.
2. TYPICAL. PROVIDE WITH WHILE-IN-USE COVER.
3. OCCUPANCY SENSOR WITH DUAL RELAY. ONE SWITCH TO CONTROL THE LIGHT FIXTURE AND THE OTHER RELAY TO CONTROL EXHAUST FAN. BASIS OF DESIGN IS LEVITON #OSSMD-FT-x. BASIS OF DESIGN SWITCH HAS THE SECOND RELAY WITH A DELAYED-OFF SETTING. CONTRACTOR SHALL CIRCUIT THE EXHAUST FAN TO THIS SECOND RELAY AND ENABLE THE SETTING TO ALLOW THE EXHAUST FAN TO REMAIN ON FOR 10 MINUTES LONGER THAN OCCUPANCY. REFER TO MANUFACTURE'S INSTALLATION WIRING DIAGRAMS.
4. PROVIDE WITH NEMA 15-50R TYPE OUTLET. FOR SHEDDER.
5. PANEL A2, A3, PROVIDE WITH NEW SURFACE MOUNT NEMA 3R PANEL FOR NEW BUILDING. 120/208V, 3, 4 WIRE 150A PANEL WITH 150A MAIN. C.B.
6. ROUTE UNDERGROUND FOR POWER, 4#3/0, 1#6G, 2"C. CONTRACTOR SHALL SAW-CUT, TRENCH AND PATCH BACK THE AFFECTED AREAS FOR CONDUIT ROUTING.
7. ROUTE CONDUIT FROM EXISTING WAREHOUSE NEW SERVICE PANEL TO NEW BUILDING'S SERVICE ENTRANCE PANELBOARD. ROUTE CONDUIT IN CEILING/PLENUM SPACE OF EXISTING WAREHOUSE.
8. ROUTE (2) 2" CONDUITS FROM EXISTING WAREHOUSE TO NEW BUILDING. ONE CONDUIT DESIGNATED FOR SECURITY AND TELECOMMUNICATION AND SECOND ONE IS A SPARE. CONTRACTOR SHALL SAW-CUT, TRENCH AND PATCH BACK THE AFFECTED AREAS FOR CONDUIT ROUTING.
9. STUB UP AT BUILDING AND ROUTE AT PLENUM SPACE.
10. ROUTE ALL (2) CONDUITS ON SAME TRENCH.
11. SWITCHING SHALL BE SETUP FOR INBOARD/OUTBOARD CONTROLS.
12. PROVIDE WITH BASKET TYPE CABLE TRAY. CABLE TRAY TO BE 4" DEEP AND 12" WIDE.
13. PROVIDE WITH 3/4" THICK PLYWOOD BACKBOARD WITH FIRE RETARDANT COATING.
14. DEDICATED POWER FOR FIRE ALARM CONTROL PANEL.
15. TYPICAL OF ENTIRE CCTV SYSTEM. CONTRACTOR SHALL PROVIDE WITH A COMPLETE INTEGRATED CCTV SYSTEM. CONTRACTOR SHALL REFERENCE EXISTING CCTV SYSTEM ON SITE AND PROVIDE WITH AN EQUAL SYSTEM. ALL CCTV SYSTEM RELATED WIRING SHALL ROUTE TO IDF ROOM.
16. "REQUEST TO EXIT" BUTTON FOR CONTROL OF DOUBLE DOORS DOOR LOCK.
17. GROUND BAR AT 24" AFF. BOND TO BUILDINGS GROUNDING SYSTEM WITH STRANDED (COPPER) GREEN. ROUTE IN CONDUIT NOT BELOW GROUND BUT IN PLENUM SPACE.
18. DOOR CONTACT-FURNISH AND INSTALL 1/2" CONDUIT 5" FROM INSIDE DOOR JAMB AND AND STUB ABOVE ACCESSIBLE CEILING.
19. COORDINATE WITH STAN RAMOS (956) 292-7010 EXT. 6005, FOR ADDITIONAL ROUTING REQUIREMENTS.
20. STUB UP CONDUITS BETWEEN IDF SOUTH WALL AND EXTEND INTO IDF ROOM ABOVE CABLE TRAY.
21. MOUNT AT XX HEIGHT.
22. TYPICAL OF ALL TELE/DATA DROPS. STUB-UP TO CEILING SPACE (1) 3/4" CONDUIT AND EXTEND TO CABLE TRAY.
23. COORDINATE WITH STAN RAMOS FOR EXACT LOCATION WITHIN THE IDF FOR CABLE TRAY ROUTING. REFER TO KEYNOTE 19.
24. SWITCH FOR CORRIDORS AND LOBBY LIGHTING.
25. TYPICAL OF ALL EXTERIOR CAMERAS. MOUNTING HEIGHT OF OUTDOOR CAMERAS IS 12" BELOW ROOF LINE.
26. TYPICAL. JUNCTION BOX WITH CIRCUIT NUMBER IS POWER PROVISION FOR INTERIOR AND EXTERIOR CAMERAS.
27. POWER FOR MOTORIZED OVERHEAD DOOR. PROVIDE WITH OVERHEAD DOOR.

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E1.1
Sheet Number

PANELBOARD 'MSB'

VOLTAGE: 208Y/120 VOLT 3 PHASE 4 WIRE, NEMA 3R — LOCATION: NEW BUILDING EXTERIOR
600A MAIN CIRCUIT BREAKER — MOUNTING: SURFACE
BUSES: MAIN – 600 A; NEUTRAL – 100%; EQUIPMENT GROUND — Isc = 22,000 A RMS SYM AVAILABLE

VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O
		19200	PANEL 'PNL-A'	200/3	1	A	2	400/3	PANEL 'A2'	1692	4860	26367
		19200	"	–	3	B	4	–	"	1461	5400	24645
		19200	"	–	5	C	6	–	"	1204	4500	23224
		7500	SPARE	50/3	7	A	8	20/1	SPACE			
		7500	"	–	9	B	10	20/1	SPACE			
		7500	"	–	11	C	12	20/1	SPACE			
			SPACE	20/1	13	A	14	20/1	SPACE			
			SPACE	20/1	15	B	16	20/1	SPACE			
			SPACE	20/1	17	C	18	20/1	SPACE			
			SPACE	20/1	19	A	20	20/1	SPACE			
			SPACE	20/1	21	B	22	20/1	SPACE			
			SPACE	20/1	23	C	24	20/1	SPACE			
			SPACE	20/1	25	A	26	20/1	SPACE			
			SPACE	20/1	27	B	28	20/1	SPACE			
			SPACE	20/1	29	C	30	20/1	SPACE			

VA:L (LIGHTING)	4357 CONNECTED	5446 DEMAND
VA:R (RECEPTACLES)	14760 CONNECTED	12380 DEMAND
VA:O (OTHER)	154336 CONNECTED	154336 DEMAND
VA: TOTAL	173453 CONNECTED	172162 DEMAND
AMPS: TOTAL	481 CONNECTED	478 DEMAND

L	R	O		TOTAL		
1692	4860	53067	VA CONNECTED TO A PHASE	59619	VA =	497 AMPS CONNECTED TO A PHASE @ 120 VOLTS
1461	5400	51345	VA CONNECTED TO B PHASE	58206	VA =	485 AMPS CONNECTED TO B PHASE @ 120 VOLTS
1204	4500	49924	VA CONNECTED TO C PHASE	55628	VA =	464 AMPS CONNECTED TO C PHASE @ 120 VOLTS
4357	14760	154336	TOTAL	173453	VA	

PANELBOARD 'A2'

VOLTAGE: 208Y/120 VOLT 3 PHASE 4 WIRE, NEMA 3R — LOCATION: NEW BUILDING EXTERIOR
400 A MAIN BREAKER — MOUNTING: SURFACE
BUSES: MAIN – 400 A; NEUTRAL – 100%; EQUIPMENT GROUND — Isc = 22,000 A RMS SYM AVAILABLE

VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O
		5328	AHU-1	60/3	1	A	2	30/3	CU-1			
		5328	"	–	3	B	4	–	"			
		5328	"	–	5	C	6	–	"			
		4752	AHU-2	50/3	7	A	8	20/3	CU-2			
		4752	"	–	9	B	10	–	"			
		4752	"	–	11	C	12	–	"			
		4752	AHU-3	50/3	13	A	14	20/3	CU-3			
		4752	"	–	15	B	16	–	"			
		4752	"	–	17	C	18	–	"			
		3719	AHU-4	45/2	19	A	20	25/2	CU-4			
		3719	"	–	21	B	22	–	"			
		500	SPARE	20/1	23	C	24	30/2	WH-1			2250
		500	SPARE	20/1	25	A	26	–	"			2250
		500	SPARE	20/1	27	B	28	20/1	EF-1			528
		500	SPARE	20/1	29	C	30	20/1	EF-2			76
		500	SPARE	20/1	31	A	32	20/1	SPARE			500
		500	SPARE	20/1	33	B	34	20/1	SPARE			500
		500	SPARE	20/1	35	C	36	20/1	SPARE			500
1692	4860	1000	PANEL 'A3'	100/3	37	A	38	60/3	REC: SHEDDER/BALER			3066
1461	5400	1000	"	–	39	B	40	–	"			3066
1204	4500	1000	"	–	41	C	42	–	"			3066

VA:L (LIGHTING)	4357 CONNECTED	5446 DEMAND
VA:R (RECEPTACLES)	14760 CONNECTED	12380 DEMAND
VA:O (OTHER)	74236 CONNECTED	74236 DEMAND
VA: TOTAL	93353 CONNECTED	92062 DEMAND
AMPS: TOTAL	259 CONNECTED	256 DEMAND

L	R	O		TOTAL		
1692	4860	26367	VA CONNECTED TO A PHASE	32919	VA =	274 AMPS CONNECTED TO A PHASE @ 120 VOLTS
1461	5400	24645	VA CONNECTED TO B PHASE	31506	VA =	263 AMPS CONNECTED TO B PHASE @ 120 VOLTS
1204	4500	23224	VA CONNECTED TO C PHASE	28928	VA =	241 AMPS CONNECTED TO C PHASE @ 120 VOLTS
4357	14760	74236	TOTAL	93353	VA	

PANELBOARD 'A3'

VOLTAGE: 208Y/120 VOLT 3 PHASE 4 WIRE, NEMA 3R — LOCATION: NEW BUILDING EXTERIOR
LUGS ONLY — MOUNTING: SURFACE
BUSES: MAIN – 100 A; NEUTRAL – 100%; EQUIPMENT GROUND — Isc = 10,000 A RMS SYM AVAILABLE

VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O
1692			LTG: GENERAL	20/1	1	A	2	20/1	RECEP: TRAINING NO. 1		1440	
1461			LTG: GENERAL	20/1	3	B	4	20/1	RECEP: TRAINING NO. 1		1440	
1204			LTG: EXTERIOR	20/1	5	C	6	20/1	RECEP: TRAINING NO. 2		1440	
		500	FIRE ALARM CONTROL PANEL	20/1	7	A	8	20/1	RECEP: TRAINING NO. 2		1440	
		500	SPARE	20/1	9	B	10	20/1	RECEP: TRAINING NO. 3		1440	
		500	SPARE	20/1	11	C	12	20/1	RECEP: TRAINING NO. 3		1440	
		500	SPARE	20/1	13	A	14	20/1	RECEP: TELEPHONE BOARD		720	
		500	SPARE	20/1	15	B	16	20/1	RECEP: IDF ROOM		540	
		500	SPARE	20/1	17	C	18	20/1	RECEP: SHREDDING		540	
			SPACE	–	19	A	20	20/1	RECEP: EWC		540	
			SPACE	–	21	B	22	20/1	RECEP: GENERAL		1440	
			SPACE	–	23	C	24	20/1	RECEP: EXTERIOR		720	
			SPACE	–	25	A	26	20/1	PWR: EXTERIOR CAMERAS		720	
			SPACE	–	27	B	28	20/1	PWR: INTERIOR CAMERAS		540	
			SPACE	–	29	C	30	20/1	PWR: OVERHEAD DOOR		360	

VA:L (LIGHTING)	4357 CONNECTED	5446 DEMAND
VA:R (RECEPTACLES)	14760 CONNECTED	12380 DEMAND
VA:O (OTHER)	3000 CONNECTED	3000 DEMAND
VA: TOTAL	22117 CONNECTED	20826 DEMAND
AMPS: TOTAL	61 CONNECTED	58 DEMAND

L	R	O		TOTAL		
1692	4860	1000	VA CONNECTED TO A PHASE	7552	VA =	63 AMPS CONNECTED TO A PHASE @ 120 VOLTS
1461	5400	1000	VA CONNECTED TO B PHASE	7861	VA =	66 AMPS CONNECTED TO B PHASE @ 120 VOLTS
1204	4500	1000	VA CONNECTED TO C PHASE	6704	VA =	56 AMPS CONNECTED TO C PHASE @ 120 VOLTS
4357	14760	3000	TOTAL	22117	VA	

LIGHTING FIXTURE SCHEDULE

TYPE	MANUF & MODEL NUMBER	LAMPS	VA	VOLTAGE	DESCRIPTION	NOTES
A	LITHONIA – #2GTB-G-3-32-A12125-MVOLT-1/2-1/1-GEB10IS	3-F32WT8	4100K 94	MVOLT	2'X4' LAY-IN TROFFERWITH NOMINAL 0.125 INCH THICK INVERTED PATTERN 12 ACRYLIC LENS AND GASKETING BETWEEN LENS/DOOR, DOOR/FRAME AND FRAME/CEILING, PROVIDE WITH ONE 2-LAMP AND ONE 1-LAMP BALLAST	
AE	LITHONIA – #2GTB-G-3-32-A12125-MVOLT-1/2-1/1-GEB10IS-EL14	3-F32WT8	4100K 94	MVOLT	2'X4' LAY-IN TROFFERWITH NOMINAL 0.125 INCH THICK INVERTED PATTERN 12 ACRYLIC LENS AND GASKETING BETWEEN LENS/DOOR, DOOR/FRAME AND FRAME/CEILING, PROVIDE WITH ONE 2-LAMP AND ONE 1-LAMP BALLAST, AND EMERGENCY BATTERY PACK	
B	LITHONIA – #2GTB-G-2-32-A12125-MVOLT-GEB10IS	2-F32WT8	4100K 62	MVOLT	2'X4' LAY-IN TROFFERWITH NOMINAL 0.125 INCH THICK INVERTED PATTERN 12 ACRYLIC LENS AND GASKETING BETWEEN LENS/DOOR, DOOR/FRAME AND FRAME/CEILING, PROVIDE WITH SINGLE BALLAST	
BE	LITHONIA – #2GTB-G-2-32-A12125-MVOLT-GEB10IS-EL14	2-F32WT8	4100K 62	MVOLT	2'X4' LAY-IN TROFFERWITH NOMINAL 0.125 INCH THICK INVERTED PATTERN 12 ACRYLIC LENS AND GASKETING BETWEEN LENS/DOOR, DOOR/FRAME AND FRAME/CEILING, PROVIDE WITH SINGLE BALLAST AND EMERGENCY BATTERY PACK	
C	LITHONIA – #2GTB-G-2-32-A12125-MVOLT-GEB10IS-DGA48	2-F32WT8	4100K 62	MVOLT	2'X4' LAY-IN TROFFERWITH NOMINAL 0.125 INCH THICK INVERTED PATTERN 12 ACRYLIC LENS AND GASKETING BETWEEN LENS/DOOR, DOOR/FRAME AND FRAME/CEILING, PROVIDE WITH SINGLE BALLAST PROVIDE WITH DRYWALL GRID ADAPTER.	
CE	LITHONIA – #2GTB-G-2-32-A12125-MVOLT-GEB10IS-EL14-DGA48	2-F32WT8	4100K 62	MVOLT	2'X4' LAY-IN TROFFERWITH NOMINAL 0.125 INCH THICK INVERTED PATTERN 12 ACRYLIC LENS AND GASKETING BETWEEN LENS/DOOR, DOOR/FRAME AND FRAME/CEILING, PROVIDE WITH SINGLE BALLAST AND EMERGENCY BATTERY PACK. PROVIDE WITH DRYWALL GRID ADAPTER.	
D	LITHONIA – #LB-2-17-MVOLT-GEB10IS	2-F17WT8	4100K 33	MVOLT	2' LONG WRAPAROUND FIXTURE WITH ACRYLIC PRISMATIC LENS, AND NO UP LIGHT.	
F	LITHONIA – #L-2-32-MVOLT-GEB10IS-WGL	2-F32T8	4100K 62	MVOLT	4' LONG INDUSTRIAL FLUORESCENT WITH NO UPLIGHT, AND WIREGUARD.	
FE	LITHONIA – #L-2-32-MVOLT-GEB10IS-WGL-EL14	2-F32T8	4100K 62	MVOLT	4' LONG INDUSTRIAL FLUORESCENT WITH NO UPLIGHT, WIREGUARD, AND EMERGENCY BATTERY PACK.	
G	LITHONIA – #WSTM-42TRT-MD-MVOLT-CWI-SF-PE-LPI	1-F42CF	4100K 46	MVOLT	COMPACT FLOURESCENT WALLPACK WITH INTEGRAL, BUTTON TYPE PHOTO ELECTRIC CELL AND U.L. LISTED FOR WET LOCATIONS.	
X	LITHONIA – #LRP-1-RC-120/277-EL N	LED	10	277	EXIT SIGN WITH CLEAR BACKGROUND	

MECHANICAL EQUIPMENT CONNECTION SCHEDULE
CIRCUIT DESIGNATION

AIR HANDLING UNITS				DISCONNECTING MEANS AND/OR
UNIT MARK	SERVES	FED FROM	REMARKS	BRANCH CIRCUIT SIZE
AHU-1	REFER TO MECH SHEETS	PANEL A2-1,3,5		3#6,1#10G,3/4"C, PROVIDE WITH 60A/NF/3P DISCONNECT
AHU-2	REFER TO MECH SHEETS	PANEL A2-7,9,11		3#8,1#10G,3/4"C, PROVIDE WITH 60A/NF/3P DISCONNECT
AHU-3	REFER TO MECH SHEETS	PANEL A2-13,15,17		3#8,1#10G,3/4"C, PROVIDE WITH 60A/NF/3P DISCONNECT
AHU-4	REFER TO MECH SHEETS	PANEL A2-19,21		2#8,1#10G,1/2"C, PROVIDE WITH 60A/NF/3P DISCONNECT
CONDENSING UNITS				DISCONNECTING MEANS AND/OR
UNIT MARK	SERVES	FED FROM	REMARKS	BRANCH CIRCUIT SIZE
CU-1	REFER TO MECH SHEETS	PANEL A2-2,4,6		3#10,1#10G,3/4"C, PROVIDE WITH 30A/NF/3P DISCONNECT
CU-2	REFER TO MECH SHEETS	PANEL A2-8,10,12		3#12,1#12G,1/2"C, PROVIDE WITH 30A/NF/3P DISCONNECT
CU-3	REFER TO MECH SHEETS	PANEL A2-14,16,18		3#12,1#12G,1/2"C, PROVIDE WITH 30A/NF/3P DISCONNECT
CU-4	REFER TO MECH SHEETS	PANEL A2-20,22		2#12,1#10G,1/2"C, PROVIDE WITH 30A/NF/3P DISCONNECT
WATER HEATERS				DISCONNECTING MEANS AND/OR
UNIT MARK	SERVES	FED FROM	REMARKS	BRANCH CIRCUIT SIZE
DWH-1	REFER TO PLUMB SHEETS	PANEL A2-24,26		2#10,1#10G,1/2"C, PROVIDE WITH 30A/NF/2P DISCONNECT
EXHAUST FANS				DISCONNECTING MEANS AND/OR
UNIT MARK	SERVES	FED FROM	REMARKS	BRANCH CIRCUIT SIZE
EF-1	REFER TO MECH SHEETS	PANEL A2-28		2#12,1#12G,1/2"C
EF-2	REFER TO MECH SHEETS	PANEL A2-30		2#12,1#12G,1/2"C

REMARKS

EXISTING PANELBOARD 'PNL-A'

VOLTAGE: 208Y/120 VOLT 3 PHASE 4 WIRE, NEMA 1 — LOCATION: EXISITNG WAREHOUSE BLDG, INTERIOR
200A MAIN CIRCUIT BREAKER — MOUNTING: SURFACE
BUSES: MAIN – 200 A; NEUTRAL – 100%; EQUIPMENT GROUND

VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O
			LTS WAREHOUSE, S. CLASSROOM	20/1	1	A	2	20/1	RCPTS WAREHOUSE FRONT			
			LTS WAREHOUE	20/1	3	B	4	20/1	RCPTS WAREHOUSE FRONT			
			LTS CLASSROOM	20/1	5	C	6	20/1	RCPTS CLASS, GFI OUTSIDE			
			LTS CLASSROOM	20/1	7	A	8	20/1	RCPTS CLASS, N. SIDE S. WALL			
			LTS HALLWAY	20/1	9	B	10	20/1	RCPTS CLASS, N. SIDE FRONT WALL			
			SPACE	20/1	11	C	12	20/1	RCPTS CLASS, N. SIDE BACKWALL			
			RCPT HALLWAY	20/1	13	A	14	20/1	WASHER			
			DATA RCPTS N. SIDE	20/1	15	B	16	20/1	RCPTS CLASS, N. SIDE NORTH WALL			
			OUTSIDE LTS	20/1	17	C	18	20/1	SPARE			
			SOUTH SIDE RCPTS ON TOP	20/1	19	A	20	20/1	TELEPHONE BOARD			
			SOUTH SIDE RCPTS ON TOP	20/1	21	B	22	20/1	SPARE			
			FIRE ALARM PANEL	20/1	23	C	24	20/1	SPACE			
			SPARE	20/1	25	A	26	20/1	SPACE			
			SPARE	20/1	27	B	28	30/2	WATER HEATER			
			SPACE	20/1	29	C	30	–	–			
			FCCU-1 S. SIDE CLASSROOM	20/1	31	A	32	20/1	DRYER			
			FCCU-1 S. SIDE CLASSROOM	20/1	33	B	34	30/2	–			
			AHU-1 NORTH SIDE	X/2	35	C	36	X/2	AHU-2 NORTH SIDE			
			–	–	37	A	38	–	–			
			CU-2 NORTH SIDE CLASSROOM	X/2	39	B	40	X/2	CU-1 NORTH SIDE			
			–	–	41	C	42	–	–			

VA:L (LIGHTING)	CONNECTED	DEMAND
VA:R (RECEPTACLES)	CONNECTED	DEMAND
VA:O (OTHER)	CONNECTED	DEMAND
VA: TOTAL	CONNECTED	DEMAND
AMPS: TOTAL	CONNECTED	DEMAND

L	R	O		TOTAL		
			VA CONNECTED TO A PHASE	19200	VA =	160 AMPS CONNECTED TO A PHASE @ 120 VOLTS
			VA CONNECTED TO B PHASE	19200	VA =	160 AMPS CONNECTED TO B PHASE @ 120 VOLTS
			VA CONNECTED TO C PHASE	19200	VA =	160 AMPS CONNECTED TO C PHASE @ 120 VOLTS
			TOTAL	57600	VA	

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ELECTRICAL SCHEDULES

E2.1
Sheet Number

FEEDER / BRANCH CIRCUIT SCHEDULE

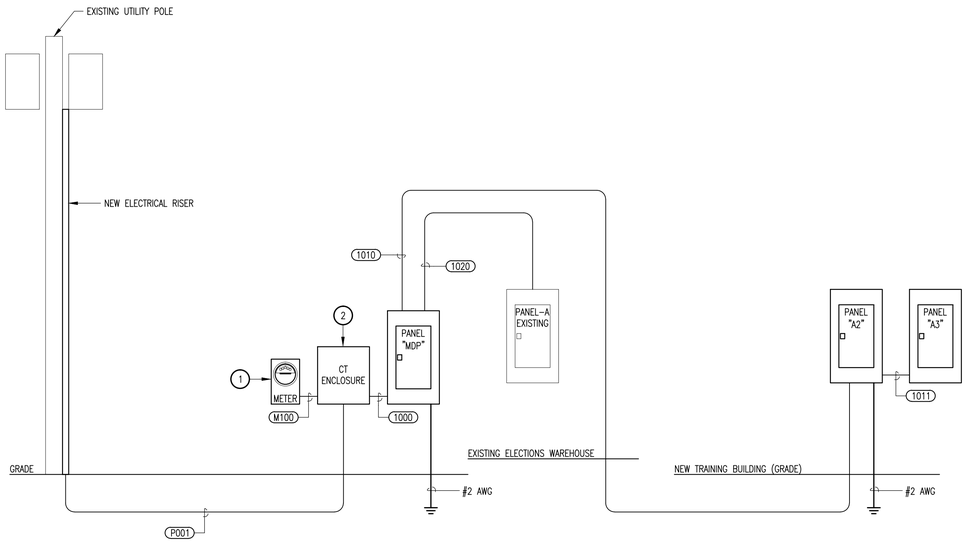
MARK	RACEWAY	PHASE CONDUCTORS	NEUTRAL CONDUCTORS	GROUND CONDUCTORS	REMARKS
P001	2-1/2"	3#350KCMIL	----	1#1	TWO PARALLEL FEEDERS REQUIRED
M001	1-1/4"	----	----	----	----
1000	2-1/2"	3#350KCMIL	----	1#1	TWO PARALLEL FEEDERS REQUIRED
1010	2"	3#3/0	----	----	TWO PARALLEL FEEDERS REQUIRED
1011	1-1/2"	3#1	1#1	1#8	----
1020	2"	3#3/0	1#3/0	1#6	----

GENERAL NOTES:

A. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.

KEY NOTES: (1)

1. CONTRACTOR TO PROVIDE WITH METER SOCKET, AND AEP TO PROVIDE WITH METER. COORDINATE WITH AEP.
2. CONTRACTOR SHALL PROVIDE WITH CT (CURRENT TRANSFORMER) ENCLOUSURE.



01 ELECTRICAL RISER DIAGRAM
SCALE: N.T.S.

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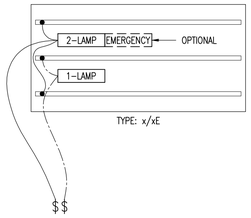
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Sheet Number	E3.1



NOTES:

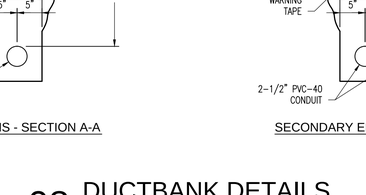
A. REFER TO LIGHT FIXTURE SCHEDULE AND LIGHTING PLANS FOR FIXTURE TYPE, REQUIREMENTS, LIGHTING CONTROL OPTIONS, AND CIRCUIT ASSIGNMENT.

B. IF USED IN CONJUNCTION WITH OCCUPANCY SENSORS, REFER TO SENSOR CONTROL DIAGRAM FOR FURTHER INFORMATION.

SWITCH LEG 1
SWITCH LEG 2

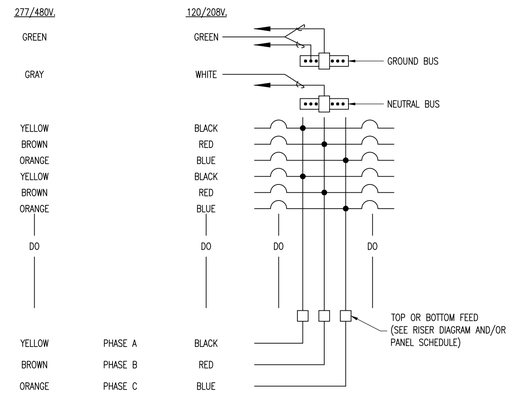
03 TYPICAL STAND ALONE 3-LAMP FIXTURE WIRING SCHEMATIC-DUAL LEVEL SWITCHING

SCALE: N.T.S.



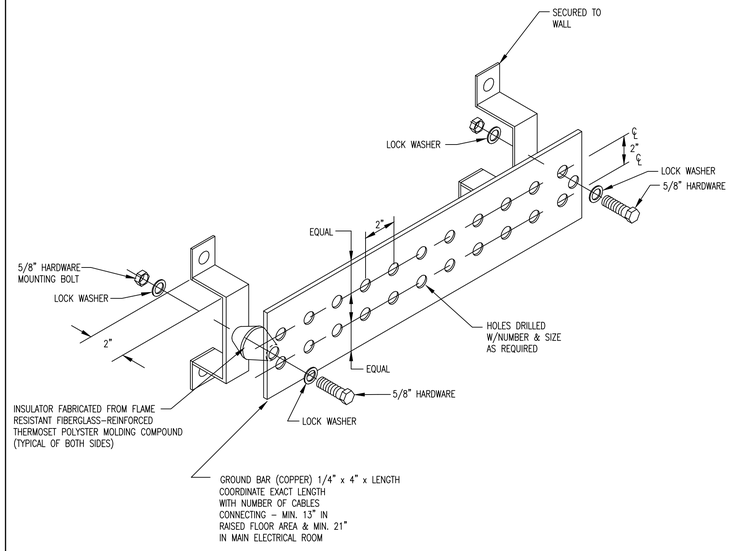
04 EMERGENCY BALLAST WIRING DETAIL

SCALE: N.T.S.



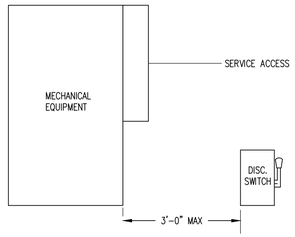
02 TYPICAL PANEL COLOR CODE

SCALE: N.T.S.



01 WALL MOUNTED SINGLE-PORT GROUND BAR DETAIL

SCALE: N.T.S.

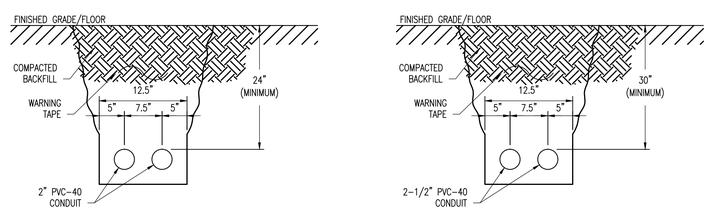


GENERAL NOTES:

A. SWITCH HANDLE SHALL BE ACCESSIBLE FROM SERVICE ACCESS PANEL. MOUNT SWITCH VERTICALLY

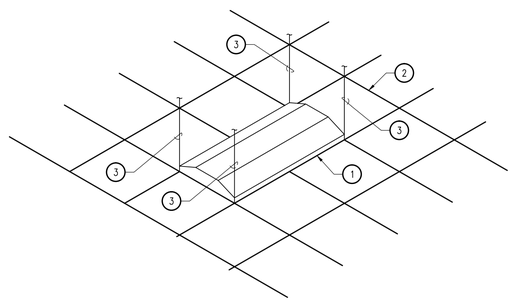
07 MECHANICAL EQUIPMENT DISCONNECT DETAIL

SCALE: N.T.S.



08 DUCTBANK DETAILS

SCALE: N.T.S.

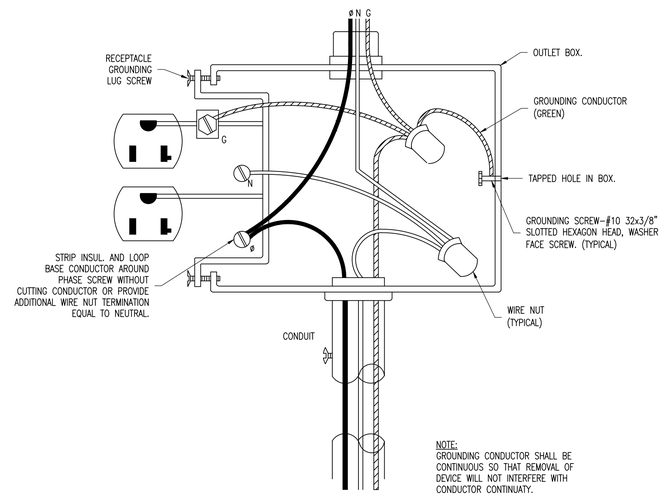


NOTES BY SYMBOL "(#)"

1. 2'x4' LAY-IN FLUORESCENT FIXTURE
2. SUSPENDED CEILING
3. TIE WIRE, CONNECT TO ALL FOUR CORNERS OF FIXTURE TO STRUCTURE ABOVE, INDEPENDENT OF CEILING SUPPORTS.

06 TYPICAL LAY-IN FIXTURE SUPPORT

SCALE: N.T.S.



05 TYPICAL RECEPTACLE GROUNDING DETAIL

SCALE: N.T.S.

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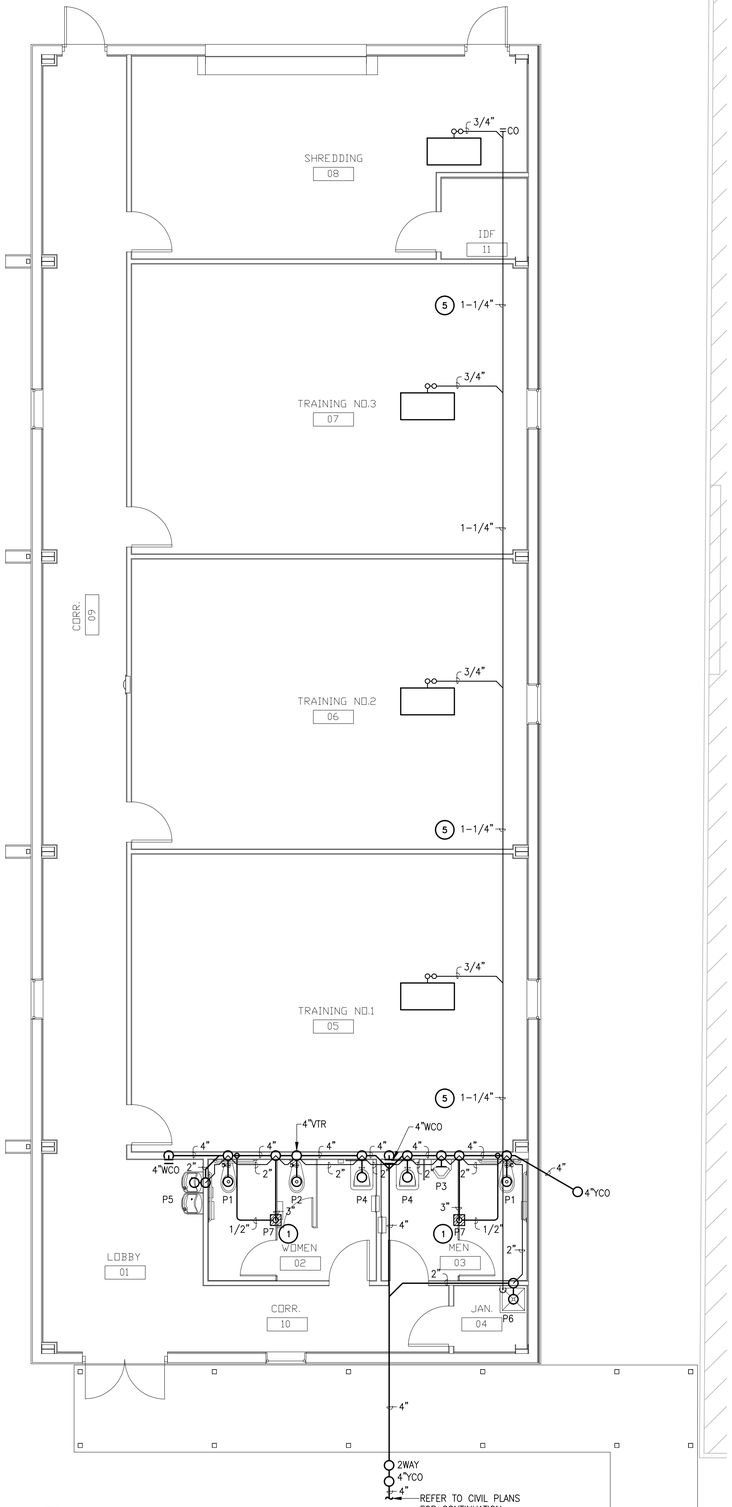
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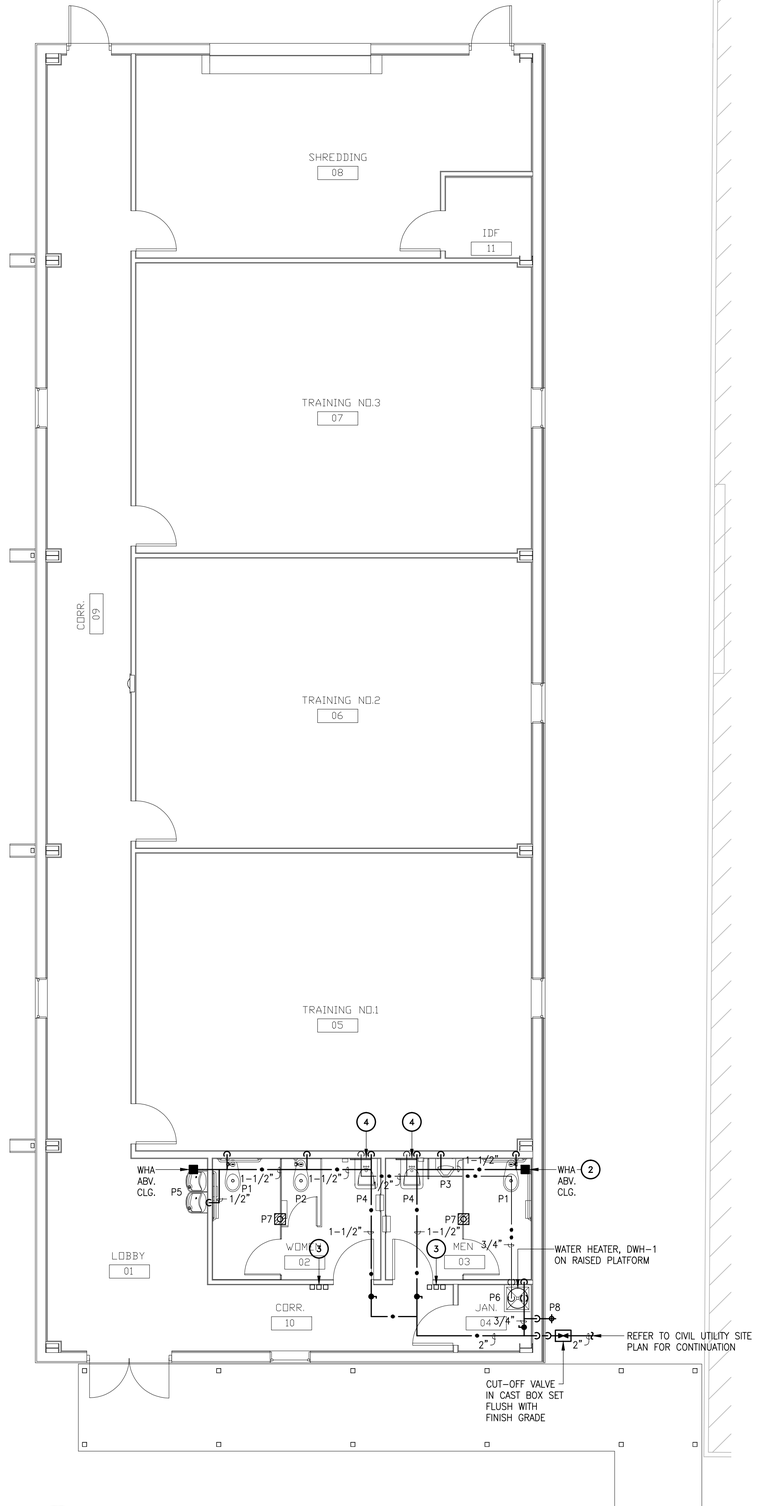
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E4.1
Sheet Number



01 PLUMBING SEWER PLAN
SCALE: 3/16" = 1'-0"



02 PLUMBING WATER PLAN
SCALE: 3/16" = 1'-0"

GENERAL NOTES:

A. INFORMATION ON THIS PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS & CONSTRUCTION DOCUMENTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER AND/OR ARCHITECT.

B. COORDINATE EXACT LOCATION OF ALL FLOOR DRAINS WITH MECHANICAL EQUIPMENT LOCATION AND CONDENSATE DRAIN REQUIREMENTS PRIOR TO ANY INSTALLATION.

C. ALL FLOOR DRAINS SHALL BE PROVIDED WITH TRAP PRIMER CONNECTION.

D. PLUMBING CONTRACTOR SHALL ADHERE TO ALL CITY CODES AND OTHER STATE CODES AND LOCAL CODES THAT HAVE AUTHORITY OVER THIS PROJECT.

E. PLUMBING CONTRACTOR SHALL EXTEND ALL CONDENSATE AND INDIRECT DRAINS FROM EQUIPMENT TO FLOOR DRAINS.

F. PLUMBING CONTRACTOR SHALL TERMINATE ALL WATER ROUGH-IN WITH SHUT-OFF VALVES BEFORE CONNECTING TO EQUIPMENT AND RELATED FIXTURES.

G. PLUMBING CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR FOR ANY INSTALLATION OF PIPING AND DUCTWORK PRIOR TO BEGINNING OF CONSTRUCTION.

H. INSULATE "P" TRAPS AND SUPPLIES AT HANDICAP LAVATORIES WITH INSULATION KIT.

I. PROVIDE VACUUM BREAKER TO ALL FIXTURES WITH HOSE CONNECTION AND APPLIANCES WITH DIRECT CONNECTIONS TO DOMESTIC WATER.

J. REFER TO ARCHITECTS DRAWINGS FOR MOUNTING HEIGHTS OF ALL PLUMBING FIXTURES.

K. PROVIDE STOPS AND WATER HAMMER ARRESTORS AT EACH FIXTURE OR GROUP OF FIXTURES.

L. ALL VENTS THROUGH ROOF SHALL BE FLASHED A MINIMUM OF 12" ABOVE ROOF. ALL VENTS SHALL BE MINIMUM OF 10' AWAY FROM ANY OUTSIDE AIR INTAKE.

M. PROVIDE CEILING ACCESS PANEL FOR WATER ISOLATION VALVES AND WATER HAMMER ARRESTORS IN OTHERWISE INACCESSIBLE AREAS.

KEY NOTES: (#)

1. ALL FLOOR DRAINS AND FLOOR SINKS SHALL BE PRIMED FROM TRAP PRIMER VALVE ABOVE CEILING. REFER TO DOMESTIC WATER PLAN FOR TRAP PRIMER VALVE LOCATION ABOVE CEILING.

2. WATER HAMMER ARRESTOR IN CHASE. PROVIDE 12"X12" HINGED 16 GAUGE STEEL ACCESS PANEL WITH LOCKABLE KEYED DOOR. PRIME COATED WITH RUST INHIBITIVE ELECTROSTATIC POWDER, BAKED GREY ENAMEL AND SHALL BE PAINTED TO MATCH SURROUNDING AREAS. COORDINATE LOCATION TO AVOID CONFLICTS WITH LIGHT FIXTURES AND MECHANICAL DIFFUSERS.

3. ELECTRICAL TRANSFORMERS (ONE PER FIXTURE) FOR SENSOR METERING FLUSH VALVES AND FAUCETS AS SPECIFIED ON SCHEDULE. INSTALL TRANSFORMER ABOVE CEILING ACCESSIBLE FOR MAINTENANCE. PROVIDE 18"X18" ACCESS PANEL AND PAINT TO MATCH CEILING. PLUMBING CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR FOR ELECTRICAL REQUIREMENTS AND FINAL LOCATION PRIOR TO COMMENCEMENT OF WORK TO AVOID CONFLICT.

4. PROVIDE AND INSTALL THERMOSTATIC MIXING VALVE BELOW LAVATORY. REFER TO PLUMBING SCHEDULE AND DETAIL FOR REQUIREMENTS.

5. INSULATED COPPER CONDENSATE DRAIN LINE IN ATTIC SPACE. PROVIDE PIPE HANGER SUPPORTS MAXIMUM 5'-0" O.C. SPACING. ROUTE AND DROP CONDENSATE LINE TO NEAREST MOP SINK. CLAMP CONDENSATE DRAIN LINE SECURELY TO WALL.

PLUMBING CONTRACTOR SHALL COORDINATE DOMESTIC WATER AND SANITARY SEWER LINE DIRECTION OF FLOW, SIZE, INVERT, AND POINT OF CONNECTION WITH EXISTING CONDITIONS AND CIVIL ENGINEERS PLANS PRIOR TO INSTALLATION OF ROUGH-IN TO AVOID CONFLICT. ANY DISCREPANCIES FOUND BY THE PLUMBING CONTRACTOR SHALL BE REPORTED TO THE ENGINEER/ARCHITECT IMMEDIATELY AND PRIOR TO ANY INSTALLATION. FAILURE TO COMPLY SHALL MAKE ALL CORRECTIONS AND/OR MODIFICATIONS THE FULL RESPONSIBILITY OF THE CONTRACTOR.

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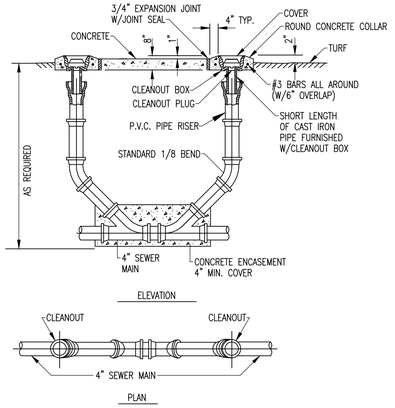
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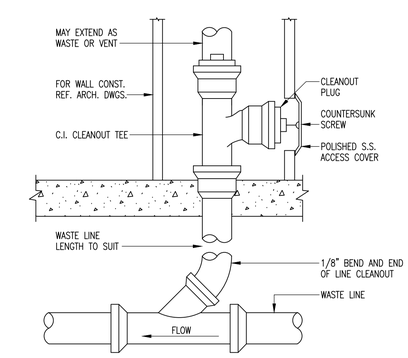
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PLUMBING PLAN

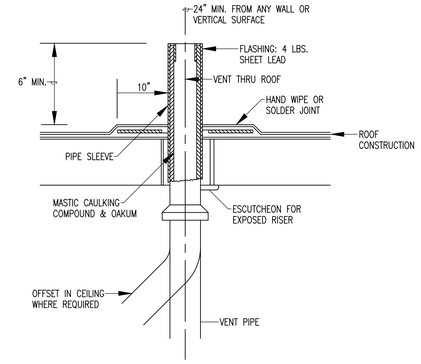
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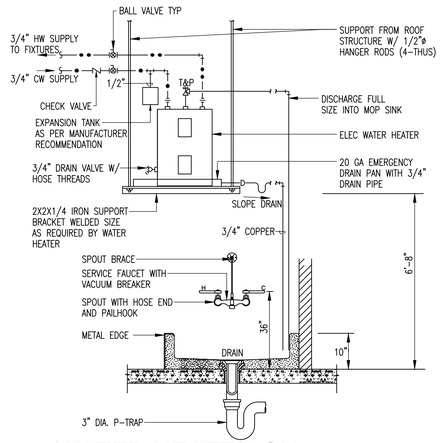
01 TYPICAL EXTERIOR TWO WAY CLEANOUT DETAIL
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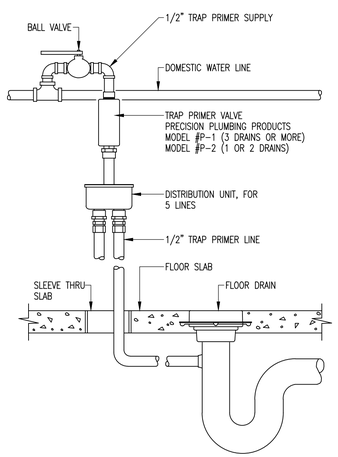
02 WALL CLEANOUT DETAIL
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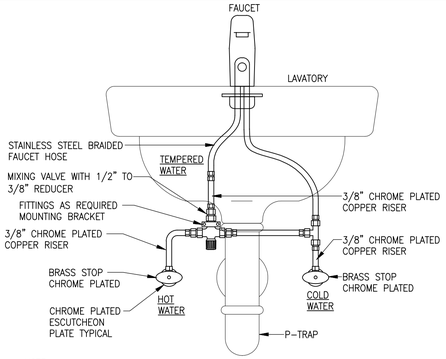
03 VENT THROUGH ROOF DETAIL
SCALE: N.T.S.



04 WATER HEATER ON PLATFORM MOUNTING DETAIL
SCALE: N.T.S.



05 TRAP SEAL PRIMER DETAIL
SCALE: N.T.S.



06 MIXING VALVE UNDER LAVATORY DETAIL
SCALE: N.T.S.

NOTE:
1. MIXING VALVE AND WATER LINES SHALL BE INSTALLED BETWEEN WALL AND P-TRAP TAILPIECE
2. PROVIDE AND INSTALL COVER KIT FOR P-TRAP AND STOPS.
3. FIELD INSULATE MIXING VALVE AND PIPING FROM MIXING VALVE TO FAUCET CONNECTION. JACKET INSULATION TO MATCH TRAP COVER KIT.
4. PROVIDE AND INSTALL REQUIRED 1/2" TO 3/8" REDUCERS AND CONNECTION FITTINGS.

PLUMBING SYMBOL LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	DOMESTIC COLD WATER LINE		BALL VALVE		BRANCH – TOP CONNECTION	F.F.E.	FINISH FLOOR ELEVATION
	DOMESTIC HOT WATER LINE		CHECK VALVE		PIPE RISER	FU	FIXTURE UNITS
	DOMESTIC HOT WATER RETURN LINE		GATE VALVE		PIPE DROP	GW	GREASE WASTE
TW	DOMESTIC TEMPERED WATER LINE	FCO	FLOOR CLEANOUT		THERMOMETER	I.E.	INVERT ELEVATION
	SANITARY SEWER VENT LINE	YCO	YARD CLEANOUT		DIRECTION OF FLOW	HW	HOT WATER
	SANITARY WASTE LINE		FLOOR SINK	CV	CALIBRATING VALVE	SS	SANITARY SEWER
CD	CONDENSATE LINE		FLOOR DRAIN	HWCO	WALL CLEANOUT	TP	TRAP PRIMER
GW	GREASE WASTE LINE		ROOF DRAIN	P 1	PLUMBING RISER DESIGNATION	TYP	TYPICAL
GAS	GAS LINE		HUB DRAIN	02 P-3.1	PLUMBING DETAIL REFERENCE	UND. LAV.	UNDER LAVATORY
AIR	AIR LINE		WALL HYDRANT	ABV. CLG.	ABOVE CEILING	V	VENT
AW	ACID WASTE LINE		HOSE BIBB	B.F.F.	BELOW FINISH FLOOR	VTR	VENT THRU ROOF
RD	ROOF DRAIN LINE	WHA	WATER HAMMER ARRESTOR	CO	CLEAN OUT		
OD	OVERFLOW DRAIN LINE		UNION	CW	COLD WATER		

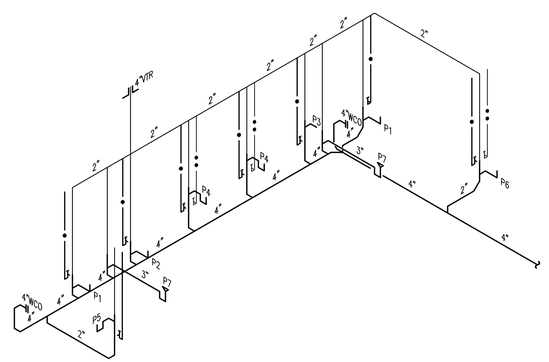
NOTE: NOT ALL SYMBOLS MAY BE USED ON THIS PROJECT

PLUMBING SCHEDULE

MARK	FIXTURE TYPE	CONNECTION SIZE SEWER	VENT	CW	HW	DESCRIPTION
P1	WATER CLOSET (HANDICAP)	4"	2"	1"	–	VITREOUS CHINA, ELONGATED RIM, FLOOR MOUNTED WATER CLOSET WITH WITH 1-1/2" TOP SPUD. KOHLER "HIGHCREST" MODEL "K-4302". 1.6 GPF, EXPOSED SENSOR ACTIVATED FLUSH VALVE SLOAN ROYAL MODEL "111-1.6 ES-S" WITH TRAP PRIMER CONNECTION WHERE INDICATED ON PLANS. CHURCH MODEL "9500C" OPEN FRONT SEAT LESS COVER. PROVIDE AND INSTALL BOX MOUNT TRANSFORMERS ROYAL MODEL "EL-154" 120V (USE ONE TRANSFORMER PER FLUSH VALVE).
P2	WATER CLOSET	4"	2"	1"	–	VITREOUS CHINA, ELONGATED RIM, FLOOR MOUNTED WATER CLOSET WITH WITH 1-1/2" TOP SPUD. KOHLER "WELLCOMME" MODEL "K-4350". 1.6 GPF, EXPOSED SENSOR ACTIVATED FLUSH VALVE SLOAN ROYAL MODEL "111-1.6 ES-S" WITH TRAP PRIMER CONNECTION WHERE INDICATED ON PLANS. CHURCH MODEL "9500C" OPEN FRONT SEAT LESS COVER. PROVIDE AND INSTALL BOX MOUNT TRANSFORMERS ROYAL MODEL "EL-154" 120V (USE ONE TRANSFORMER PER FLUSH VALVE).
P3	URINAL (HANDICAP)	2"	2"	3/4"	–	VITREOUS CHINA, WALL HUNG, SIPHON JET ACTION WITH 3/4" TOP SPUD AND WALL HANGERS. MINIMUM 14" RIM TO WALL DISTANCE. EQUAL TO KOHLER DEXTER MODEL No. "K-5016-ET". WITH EXPOSED SENSOR ACTIVATED FLUSH VALVE SLOAN ROYAL MODEL "180-1.0 ES-S" AND APPROVED CARRIER. PROVIDE AND INSTALL BOX MOUNT TRANSFORMERS ROYAL MODEL "EL-154" 120V (USE ONE TRANSFORMER PER FLUSH VALVE).
P4	LAVATORY WALL HUNG (HANDICAP)	2"	2"	1/2"	1/2"	VITREOUS CHINA, WALL-HUNG LAVATORY WITH FAUCET HOLES ON 4" CENTERS EQUAL TO KOHLER "CHESAPEAKE" MODEL "K-1729-0". COMPLETE WITH INFRARED SENSOR LAVATORY FAUCET BRADLEY MODEL "553-328-150-221", CHROME PLATED TRIM PLATE, VANDAL RESISTANT, INDICATORS, 0.5 GPM, ADA APPROVED, PROTECTIVE COVER ON P-TRAP AND APPROVED CARRIER. PROVIDE AND INSTALL BOX MOUNT TRANSFORMERS BRADLEY MODEL "232-009" 12V (USE ONE TRANSFORMER PER FAUCETS). INSTALL A THERMOSTATIC WATER MIXING VALVE EQUAL TO LEONARD MODEL "170-BRKT-BP". COMPLETE WITH MOUNTING BRACKET AND COLD WATER BYPASS PORT. REFER TO DETAIL FOR INSTALLATION REQUIREMENTS.
P5	BI-LEVEL ELECTRICAL WATER COOLER (HANDICAP)	2"	2"	1/2"	–	BI-LEVEL SELF-CONTAINED WALL HUNG, REFRIGERATED WATER COOLER EQUAL TO ELKAY "EZSTL-8". SELF CLOSING CONTROLS ON FRONT AND SIDE, STAINLESS STEEL BASIN. FLEX-GUARD BUBBLER CAPABLE OF DELIVERING 8.0 GPH OF 50° F WATER WITH 80° F INLET WATER AND 90° F ROOM TEMPERATURE. PROVIDE WITH CANE APRON ELKAY MODEL "LKAPREZL" AND APPROVED CARRIER.
P6	MOP SINK FLOOR MOUNTED	2"	2"	3/4"	3/4"	FLOOR-MOUNTED TERRAZZO CORNER SERVICE SINK EQUAL TO STERN-WILLIAMS MODEL "SBC-1702". 24"X24"X12" WITH 6" DROP FRONT AND STAINLESS STEEL RIM GUARDS ON ALL SIDES. COMPLETE WITH SERVICE SINK FAUCET EQUAL TO CHICAGO MODEL "540-LD-8975-WXF" WITH 8" CENTERS, PAIL HOOK, WALL BRACKET, VACUUM BREAKER SPOUT, AND LEVER HANDLES. STAINLESS STEEL BACK PANELS, MOP HANGER AND 5" REINFORCED RUBBER HOSE.
P7	GENERAL DUTY FLOOR DRAIN	3"	2"	–	–	ZURN MODEL "Z-415-B" LACQUERED CAST IRON FLOOR DRAIN. COMPLETE WITH "TYPE B" NICKEL BRONZE STRAINER AND 1/2" TRAP PRIMER CONNECTION.
P8	HOSE BIBB	–	–	3/4"	–	WOODFORD MODEL "26-P" CHROME FINISH WALL MOUNTED FAUCET, WITH BACK FLOW PREVENTER, AND LOOSE TEE KEY

WATER HEATER SCHEDULE

MARK	STORAGE GALLONS	RECOVERY G.P.H.	DEGREE RISE °F	WATER TEMP. LEAVING	WATER INLET	WATER OUTLET	DESCRIPTION
DWH-1	20	18	100°	120°	3/4"	3/4"	RHEEM COMMERCIAL WATER HEATER, MODEL No. EGSP20, ELECTRICAL TANK TYPE, 4.5KW, 208V, 1ø



07 PLUMBING RISER - SCHEMATIC DIAGRAM
SCALE: N.T.S.

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
EDINBURG, TEXAS

THE COUNTY OF HIDALGO TEXAS

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3000 WEST MILITARY SUITE 100
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DANNENBAUM
ENGINEERING COMPANY - MCALLEN, LLC
T.B.A.E. FIRM REGISTRATION #19734
1100 NOLANA LOOP, STE 200 McALLEN, TX 78504 (956) 682-4577

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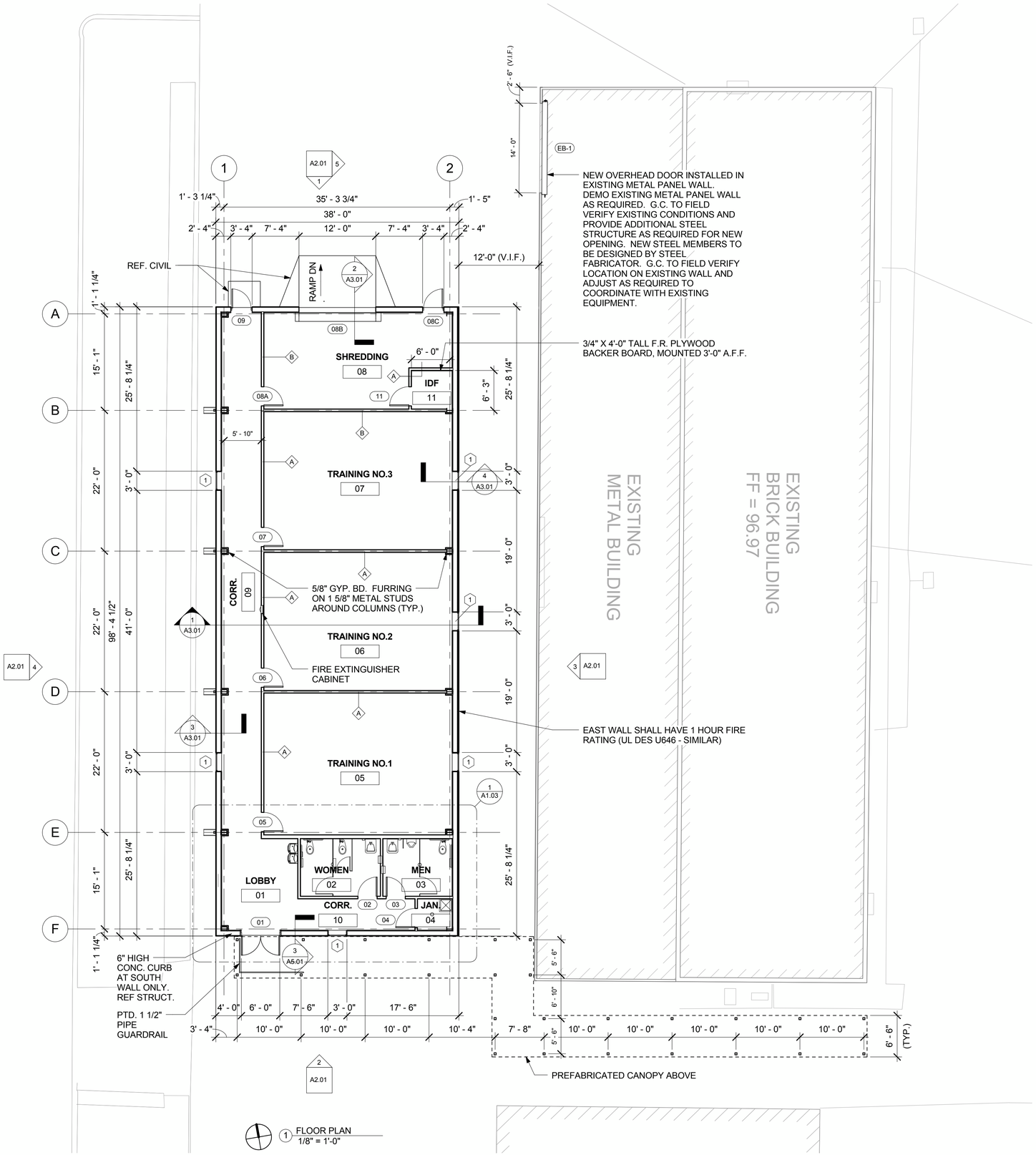
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MENTON J. MURRAY, P.E. 87004. 8/18/11

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Scale:	
Sheet Title	PLUMBING DETAILS AND SCHEDULES
Sheet Number	P2.1



1 FLOOR PLAN
1/8" = 1'-0"

PROJECT SUMMARY

GENERAL DESCRIPTION:

HIDALGO COUNTY ELECTIONS WAREHOUSE FOR TRAINING AND STORAGE OF RECORDS.

BUILDING DESCRIPTION:

SINGLE STORY PRE-ENGNEERED METAL BUILDING

BUILDING AREA:

TYPE B OCCUPANCY:	3,288 SQ. FT.
TYPE S-1 OCCUPANCY:	450 SQ. FT.
TOTAL:	3,738 SQ. FT.

CODE SUMMARY

APPLICABLE CODES:

2006 INTERNATIONAL BUILDING CODE
2006 INTERNATIONAL MECHANICAL CODE
2006 INTERNATIONAL PLUMBING CODE
2008 NATIONAL ELECTRIC CODE
2006 INTERNATIONAL FIRE CODE
1994 TEXAS ACCESSIBILITY STANDARDS

CODE HIGHLIGHTS:

A. OCCUPANCY: TYPE B (TRAINING FACILITY)
TYPE S-1 (RECORDS STORAGE)

B. BUILDING AREA / HEIGHT: 3,738 SQ. FT. / 16 FT.

C. TYPE OF CONSTRUCTION: 5B

D. FIRE PROTECTION SYSTEM: NON-SPRINKLERED

PLUMBING FIXTURES:	REQ'D	PROVIDED
W.C. (MEN / WOMEN)	1 / 1	2 / 2
LAVATORY (MEN / WOMEN)	1 / 1	1 / 1
WATER FOUNTAIN	1	1 (HI-LO)
SERVICE SINK	1	1

GENERAL NOTES

1. ALL DIMENSIONS SHOWN ARE TO FACE OF PARTITION UNLESS NOTED OTHERWISE.

2. UNLESS DIMENSIONED OTHERWISE, THE HINGE CENTERLINE OF ALL NEW DOOR FRAMES WHICH OCCUR IN STUD WALLS SHALL BE LOCATED 5" FROM ADJACENT INTERSECTING PARTITIONS.

3. PROVIDE BLOCKING IN PARTITIONS WHERE REQUIRED TO ANCHOR ALL EQUIPMENT, ACCESSORIES, HANDRAILS, CASEWORK, ETC., COORDINATE WITH APPROPRIATE TRADE AND / OR MANUFACTURER.

4. FLOOR MATERIAL TRANSITIONS SHALL OCCUR UNDER THE CENTERLINE OF THE DOORS UNLESS NOTED OTHERWISE.

5. EFFECTIVELY ISOLATE ALL DISSIMILAR METALS TO PREVENT CORROSION AS RECOMMENDED BY THE RESPECTIVE PRODUCT MANUFACTURER AND / OR SUPPLIER.

6. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS FOR CONFLICTS OR DISCREPANCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND NOTIFY ARCHITECT IN WRITING IF ANY EXIST.

7. REFER TO SHEET A6.01 FOR PARTITION TYPES, DOOR TYPES, AND WINDOW TYPES.

8. REFER TO SHEET A3.01 FOR FINISH SCHEDULE.

9. T.O. SLAB DATUM ELEVATION 100'-0" = 97.00' MSL.

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
EDINBURG, TEXAS

THE COUNTY OF HIDALGO TEXAS

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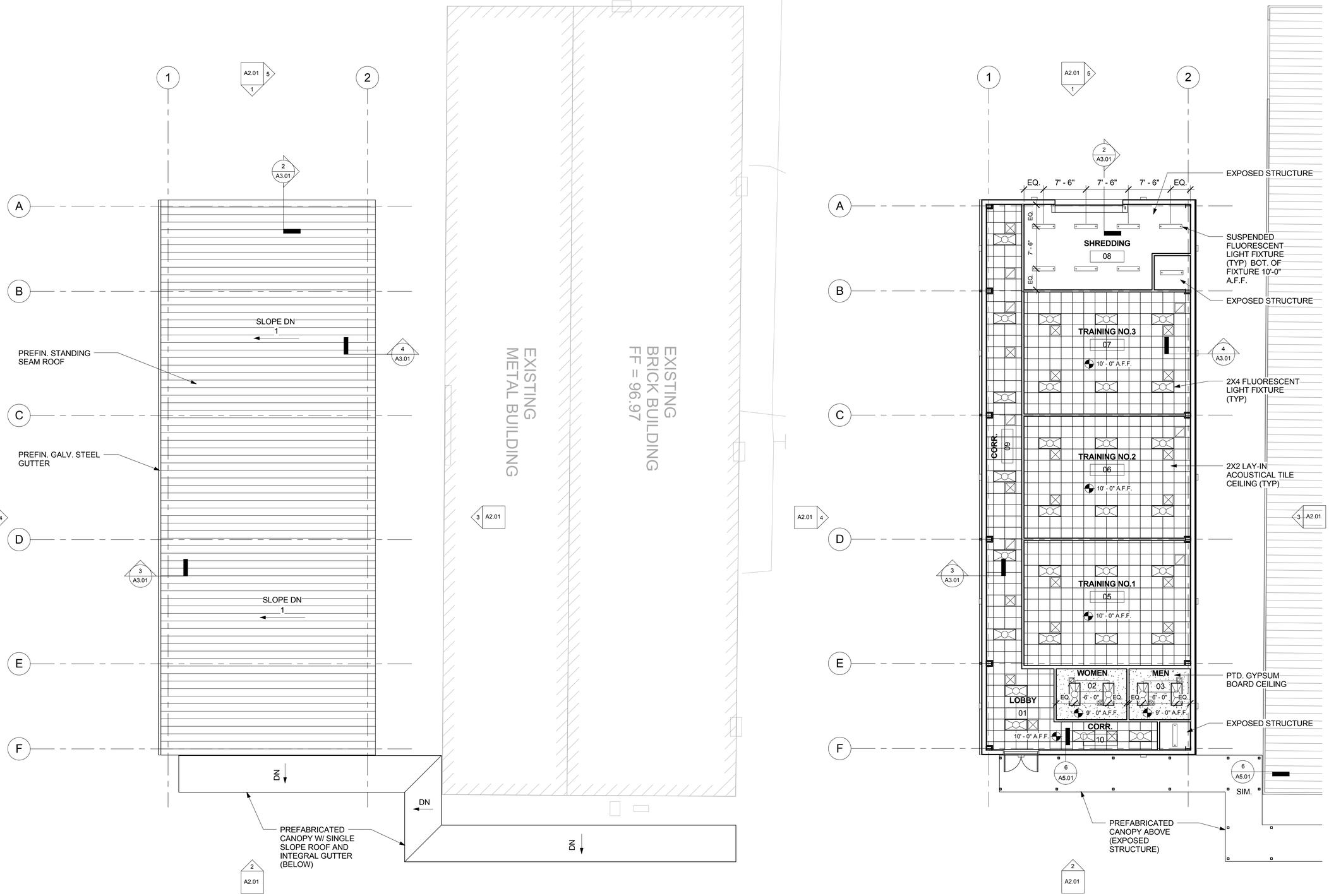
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NAME	R.A. NO.
DATE	08/24/11

Project No.:	28237
Set Issued:	08/22/2011
Drawn By:	DR
Checked By:	DD
Scale:	As indicated

Sheet Title
FLOOR PLAN, CODE SUMMARY, GENERAL NOTES

A1.01
Sheet Number

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1 ROOF PLAN
1/8" = 1'-0"

2 REFLECTED CEILING PLAN
1/8" = 1'-0"

HIDALGO COUNTY
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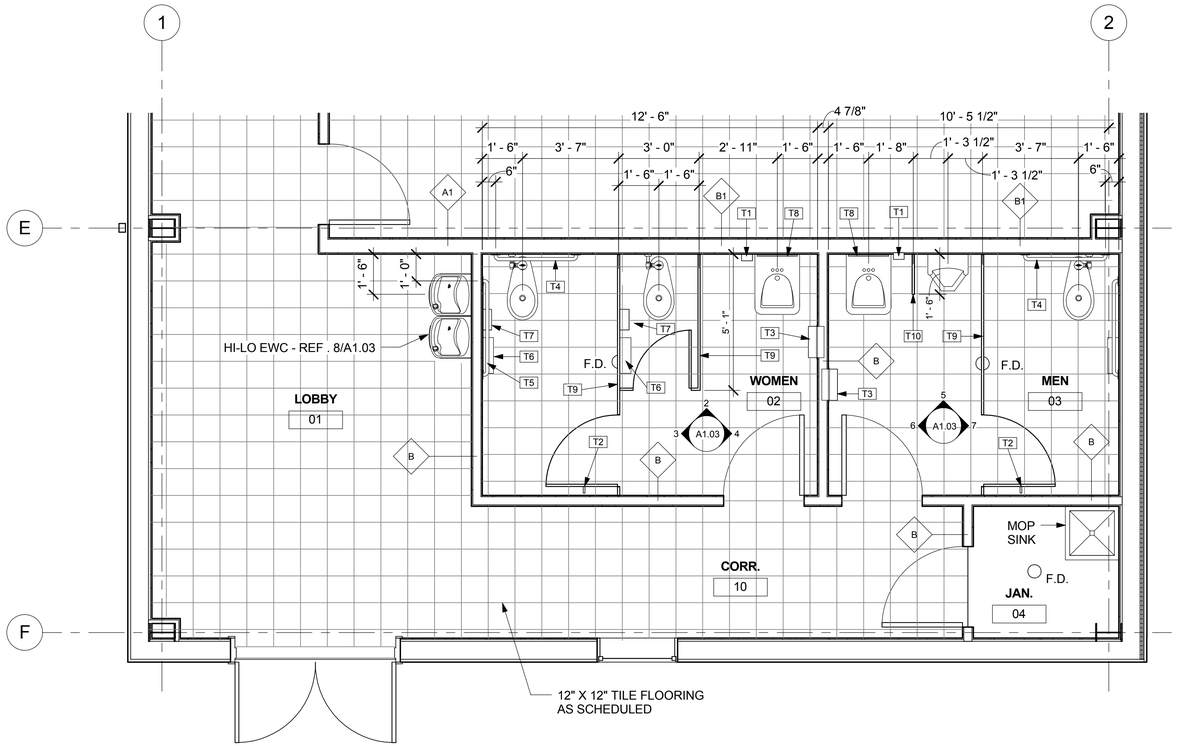
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Sheet Title
ROOF PLAN / REFLECTED CEILING PLAN

A1.02
Sheet Number

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1 ENLARGED RESTROOM / LOBBY PLAN
3/8" = 1'-0"

TOILET ACCESSORIES	
KEYONTE	**DESCRIPTION**
T1	BOBRICK B-2111 - SOAP DISPENSER
T2	BOBRICK B-2116 - COAT HOOK
T3	BOBRICK B-3961 - SEMI-RECESSED PAPER TOWEL DISPENSER/WASTE RECEPTACLE
T4	BOBRICK B-6806-36 - 36" GRAB BAR
T5	BOBRICK B-6806-42 - 42" GRAB BAR
T6	BOBRICK B-2840 - TOILET TISSUE DISPENSER
T7	BOBRICK B-254 - SANITARY NAPKIN DISPOSAL
T8	BOBRICK B-165 - FRAMED MIRROR (18X36)
T9	TOILET COMPARTMENT AS SPECIFIED
T10	URINAL SCREEN AS SPECIFIED

ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR FINISH	WALL FINISH	WALL BASE	CEILING FINISH	CEILING HEIGHT	REMARKS
01	LOBBY	CER/T	PAINT	RESILIENT	ACT	10'-0"	
02	WOMEN	CER/T	F.R.P.	CER/T	PAINT	9'-0"	BULLNOSE TILE BASE
03	MEN	CER/T	F.R.P.	CER/T	PAINT	9'-0"	BULLNOSE TILE BASE
04	JAN.	SEALED CONC.	PAINT	-	EXPOSED	-	
05	TRAINING NO.1	CER/T	PAINT	RESILIENT	ACT	10'-0"	
06	TRAINING NO.2	CER/T	PAINT	RESILIENT	ACT	10'-0"	
07	TRAINING NO.3	CER/T	PAINT	RESILIENT	ACT	10'-0"	
08	SHREDDING	SEALED CONC.	PAINT	RESILIENT	EXPOSED	-	
09	CORR.	CER/T	PAINT	RESILIENT	ACT	10'-0"	
10	CORR.	CER/T	PAINT	RESILIENT	ACT	10'-0"	
11	IDF	SEALED CONC.	PAINT	-	EXPOSED	-	3/4" F.R. PLYWOOD BACKER BOARD ON NORTH WALL

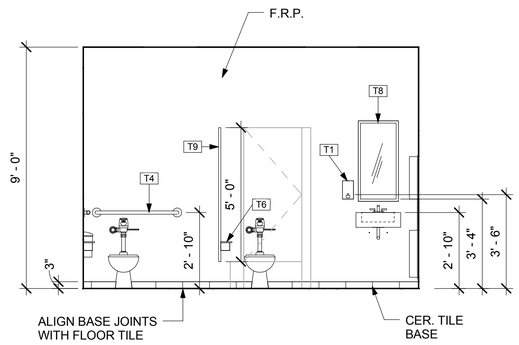
FINISH LEGEND:

CER/T - 12 X12 CERAMIC TILE. DAL-TILE BRAZOS SERIES, COLOR: BEIGE BR92
F.R.P. - FIBERGLASS REINFORCED PLASTIC, COLOR: TO BE SELECTED FROM MFR. STANDARD COLORS
PAINT - BENJAMIN MOORE INTERIOR FLAT, COLOR: OC-95 "NAVAJO WHITE" OR EQUAL
RESILIENT - 4" RESILIENT WALL BASE, COLOR: TO BE SELECTED FROM MFR. STANDARD COLORS
ACT: 2X2 ACOUSTIC CEILING TILE

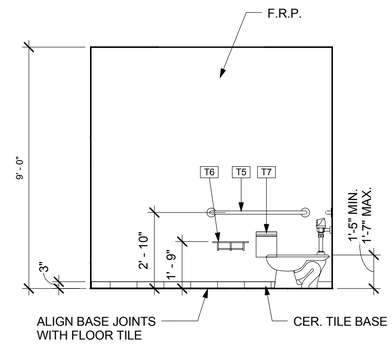
FINISH NOTES:

1. FLOOR TILE PATTERN TO BE CENTERED IN EACH ROOM.

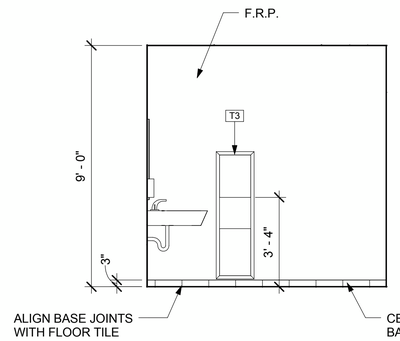
NOTE: EXPOSED HOT WATER AND DRAIN PIPES UNDER LAVATORY TO BE INSULATED.



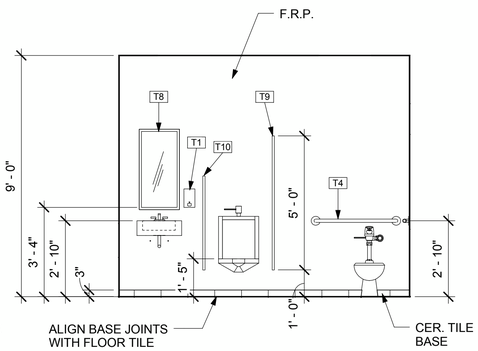
2 RESTROOM ELEVATION
3/8" = 1'-0"



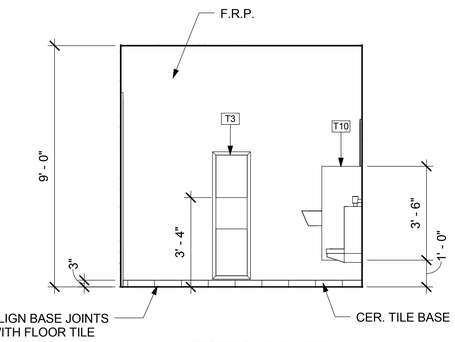
3 RESTROOM ELEVATION
3/8" = 1'-0"



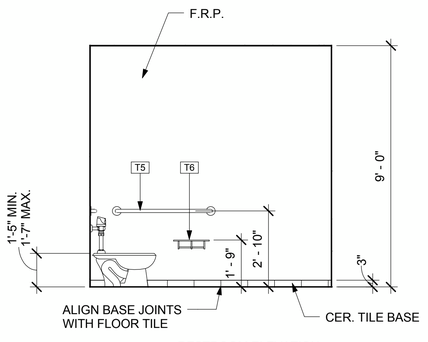
4 RESTROOM ELEVATION
3/8" = 1'-0"



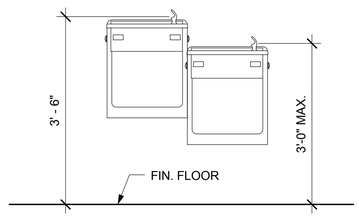
5 RESTROOM ELEVATION
3/8" = 1'-0"



6 RESTROOM ELEVATION
3/8" = 1'-0"



7 RESTROOM ELEVATION
3/8" = 1'-0"



8 EWC ELEVATION
3/4" = 1'-0"

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
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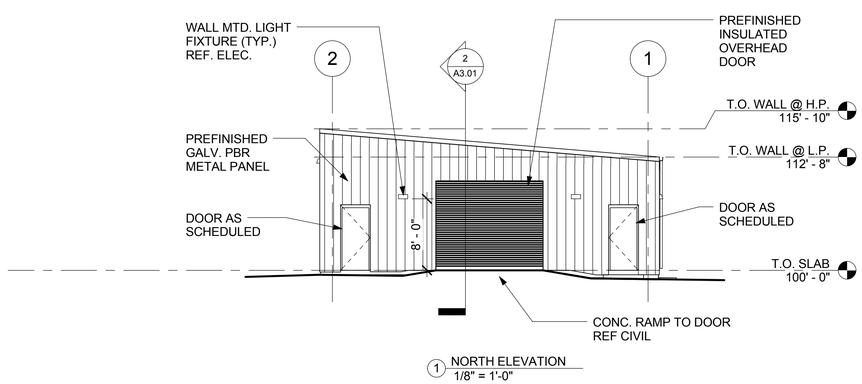
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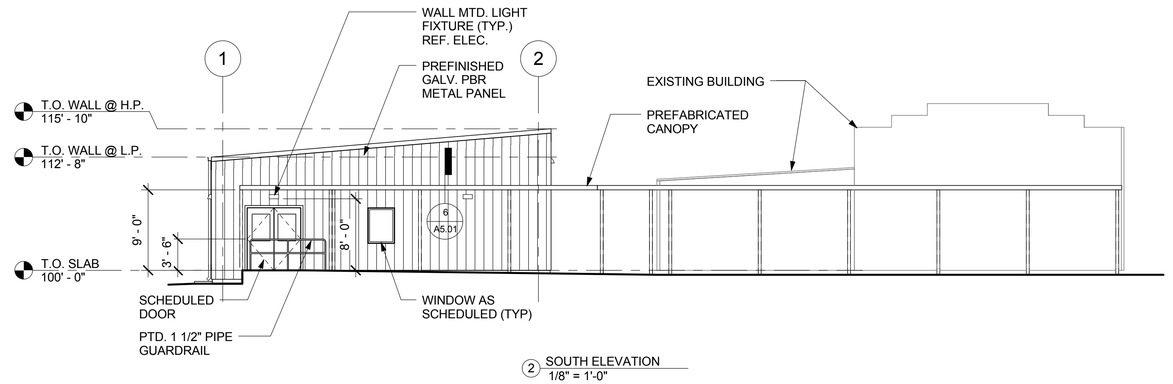
Sheet Title
ENLARGED PLAN, ELEVATIONS, & SCHEDULES

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Sheet Number

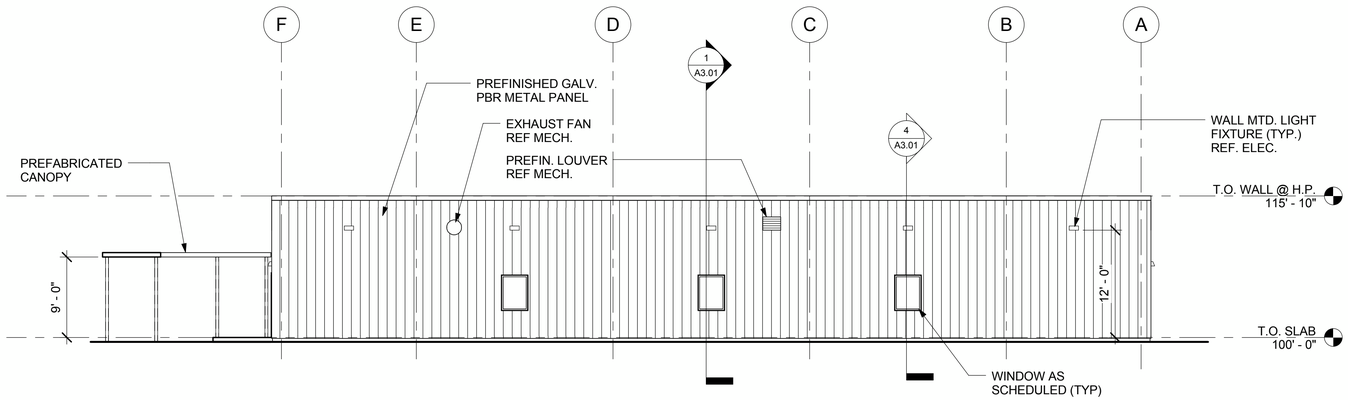
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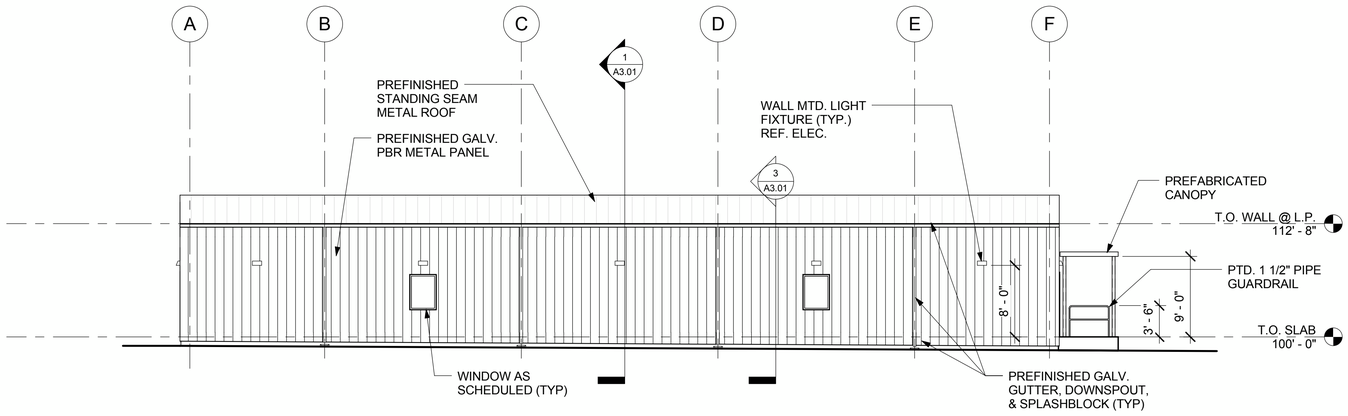
1 NORTH ELEVATION
1/8" = 1'-0"



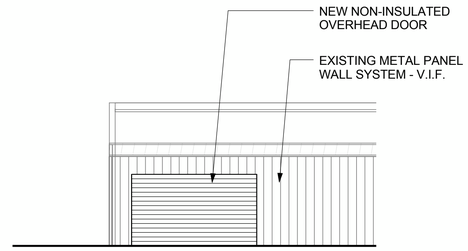
2 SOUTH ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"



4 WEST ELEVATION
1/8" = 1'-0"



5 NEW OHD ELEVATION
1/8" = 1'-0"

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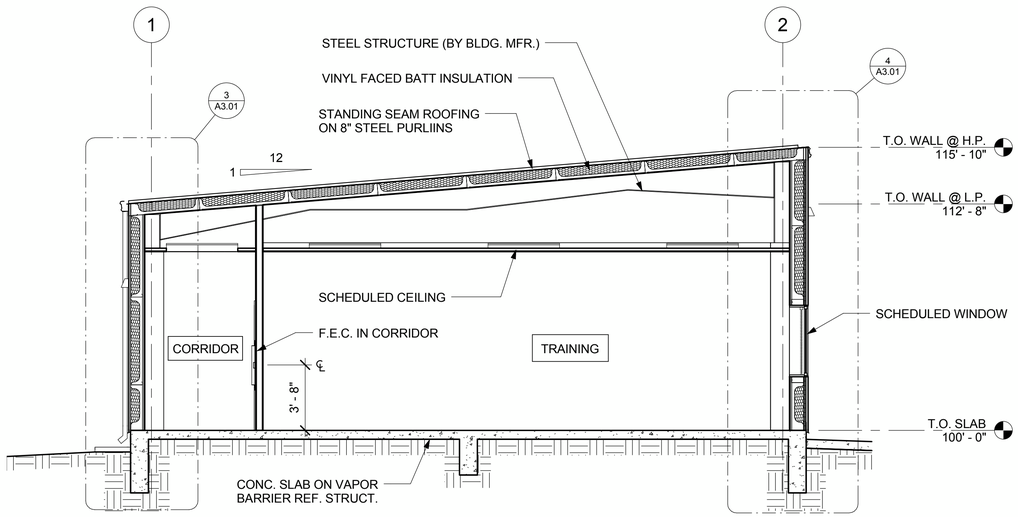
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Checked By:	Checker
Scale:	1/8" = 1'-0"

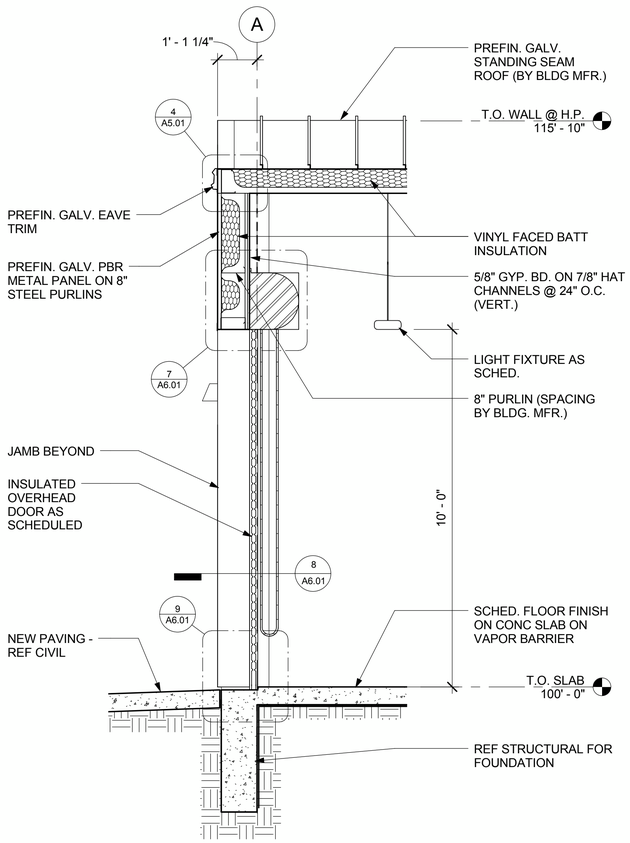
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ELEVATIONS

A2.01
Sheet Number

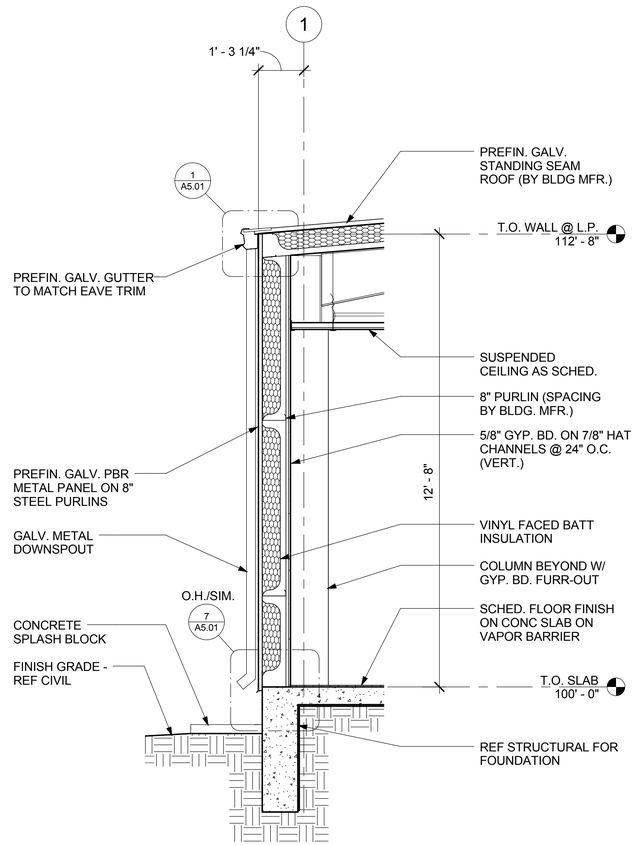
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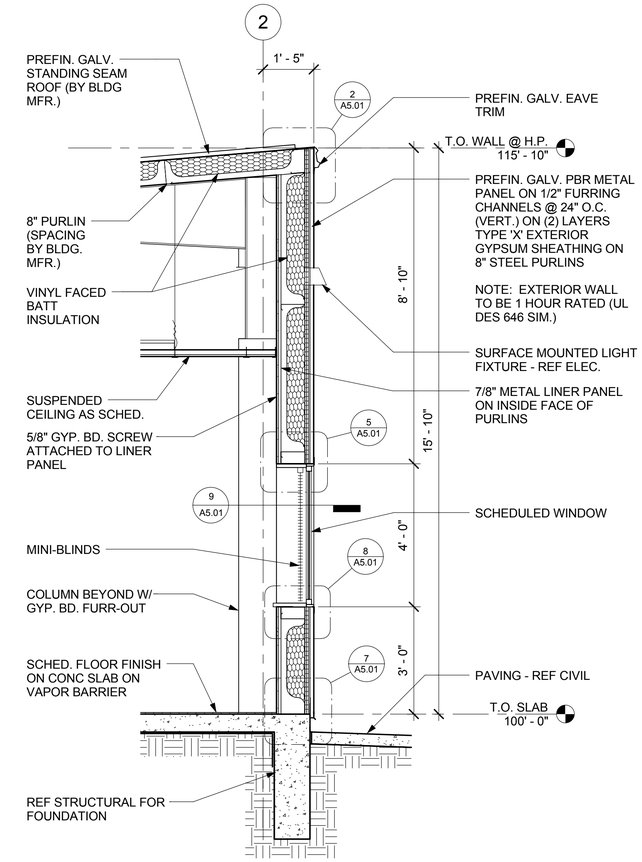
1 BUILDING SECTION
1/4" = 1'-0"



2 WALL SECTION
1/2" = 1'-0"



3 WALL SECTION
1/2" = 1'-0"



4 WALL SECTION
1/2" = 1'-0"

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
EDINBURG, TEXAS

THE COUNTY OF HIDALGO TEXAS

HALFF
5000 WEST MILITARY, SUITE 100
MCALLEN, TEXAS 78503
TEL (956) 664-0286
FAX (956) 664-0282
TBPE FIRM #F-312

Revision No.	Date	Description

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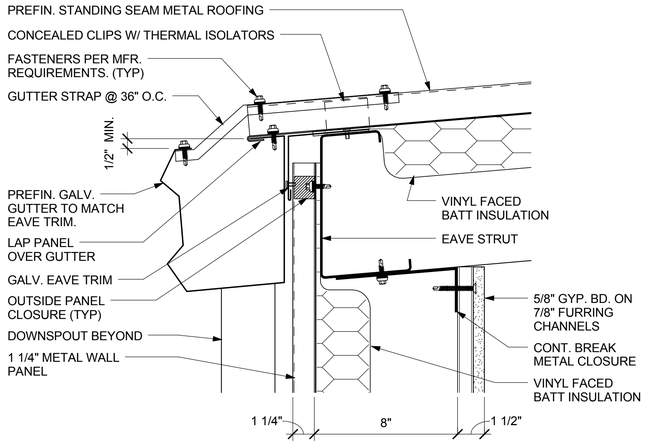
D. DOWNS	17142
NAME	R.A. NO.
DATE	08/24/11

Project No.:	28237
Set Issued:	08/22/2011
Drawn By:	Author
Checked By:	Checker
Scale:	As indicated

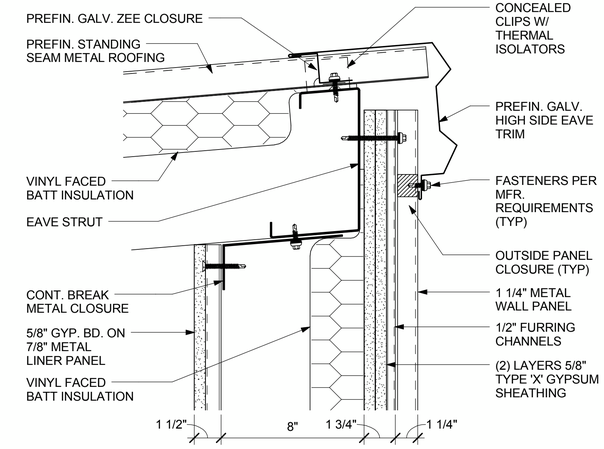
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BUILDING SECTION, WALL SECTIONS

A3.01
Sheet Number

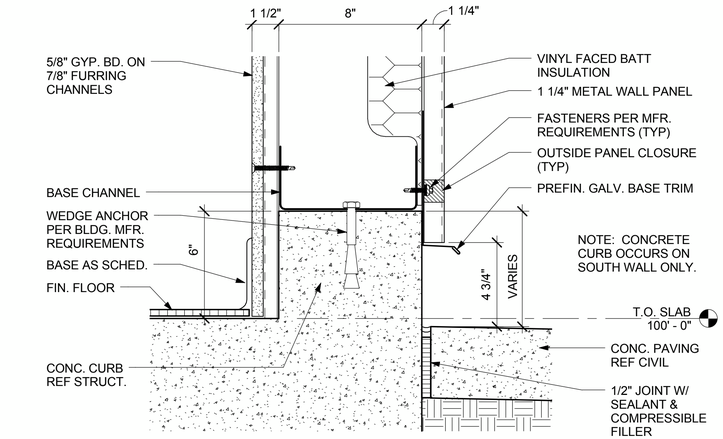
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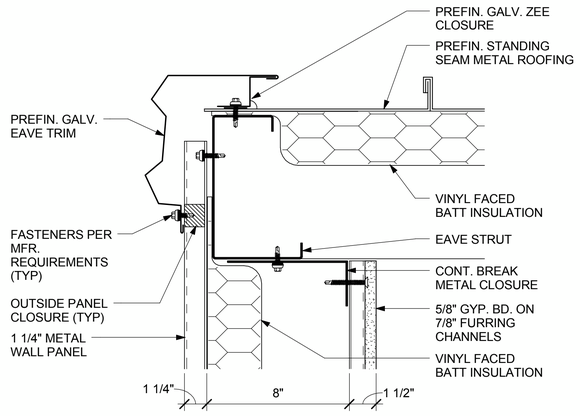
1 LOW EAVE / GUTTER DETAIL
3" = 1'-0"



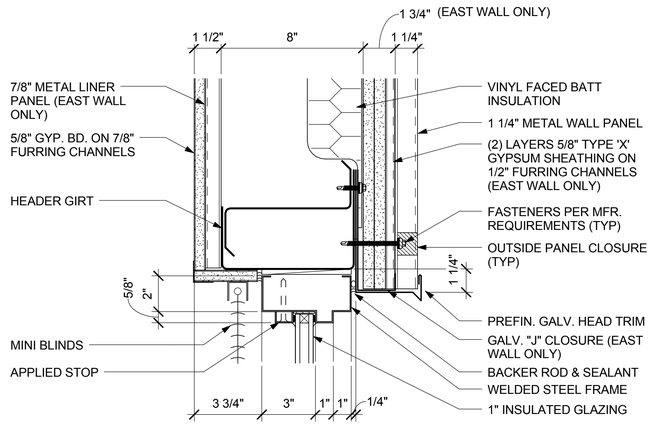
2 HIGH EAVE DETAIL
3" = 1'-0"



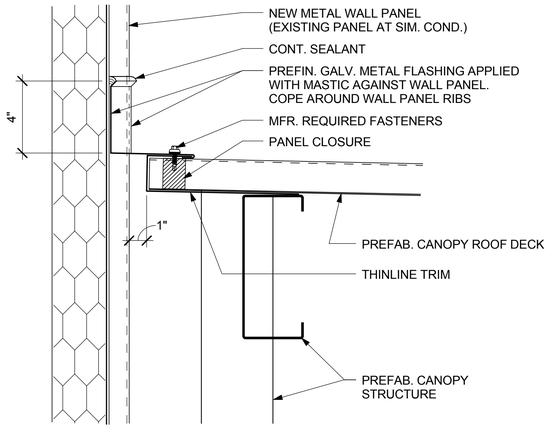
3 SILL DETAIL AT CONC. CURB
3" = 1'-0"



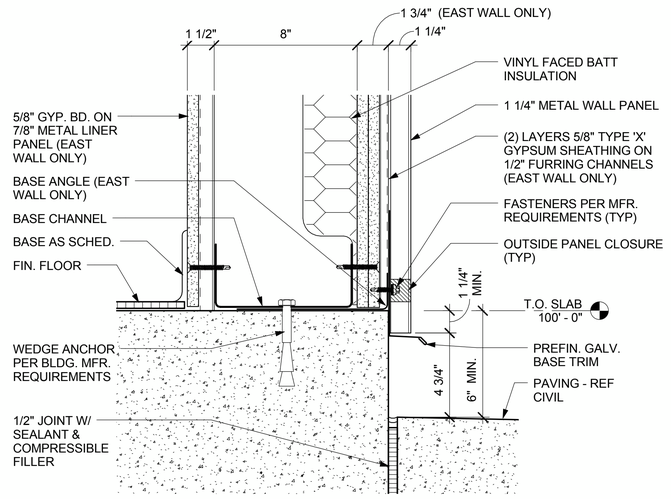
4 TYPICAL EAVE DETAIL
3" = 1'-0"



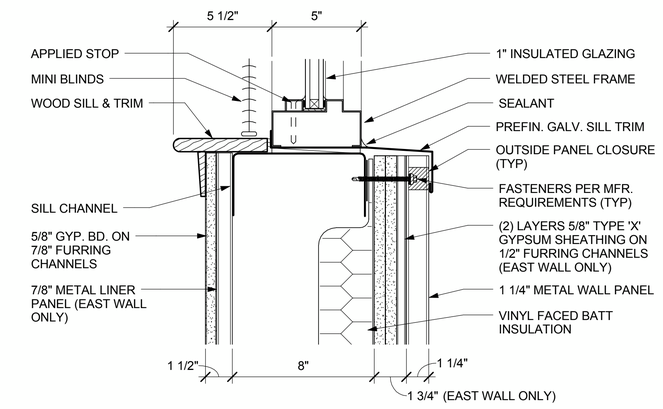
5 TYPICAL WINDOW HEAD
3" = 1'-0"



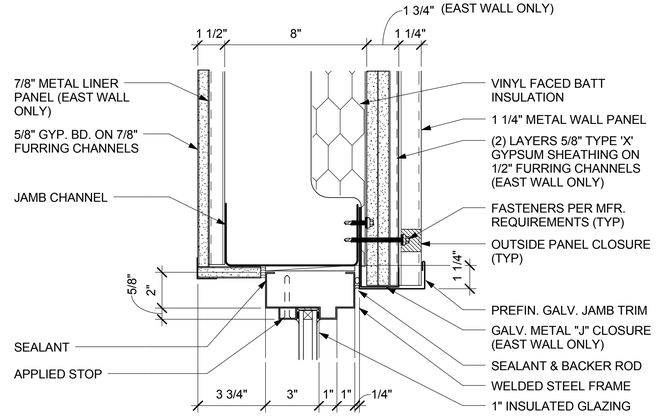
6 PREFABRICATED CANOPY FLASHING AT BUILDING
3" = 1'-0"



7 TYPICAL SILL DETAIL
3" = 1'-0"



8 TYPICAL WINDOW SILL
3" = 1'-0"



9 TYPICAL WINDOW JAMB
3" = 1'-0"

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
EDINBURG, TEXAS

HALFF
5000 WEST MILITARY, SUITE 100
ROWLETT, TEXAS 75088
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NAME	R.A. NO.
DATE	08/24/11

Project No.:	28237
Set Issued:	08/22/2011
Drawn By:	Author
Checked By:	Checker
Scale:	3" = 1'-0"

Sheet Title
DETAILS

A5.01
Sheet Number

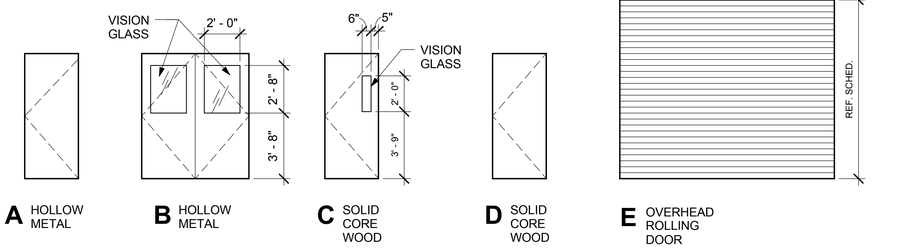
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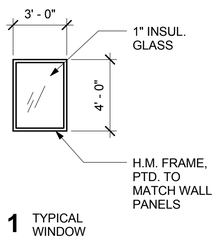
DOOR SCHEDULE

DOOR							FRAME		REFERENCE DETAIL					
Number	Width	Height	Type	Glazing	Material	Finish	Material	Finish	Head	Jamb	Sill	Hardware	Fire Rating	Remarks
01	6' - 0"	7' - 0"	B	1/4" TEMP.	H.M.	PAINT	H.M.	PAINT	10	12	5	1	-	
02	3' - 0"	7' - 0"	D	-	WOOD	STAIN	H.M.	PAINT	3	4	11	4	-	
03	3' - 0"	7' - 0"	D	-	WOOD	STAIN	H.M.	PAINT	3	4	11	4	-	
04	3' - 0"	7' - 0"	D	-	WOOD	STAIN	H.M.	PAINT	3	4	6 SIM.	5	-	
05	3' - 0"	7' - 0"	C	1/4"	WOOD	STAIN	H.M.	PAINT	3	4	11	3	-	
06	3' - 0"	7' - 0"	C	1/4"	WOOD	STAIN	H.M.	PAINT	3	4	11	3	-	
07	3' - 0"	7' - 0"	C	1/4"	WOOD	STAIN	H.M.	PAINT	3	4	11	3	-	
08A	3' - 0"	7' - 0"	C	1/4"	WOOD	STAIN	H.M.	PAINT	3	4	6	3	-	
08B	12' - 0"	10' - 0"	E	-	STEEL	PAINT	H.M.	PAINT	7	8	9	-	-	ELECTRIC OPERATOR
08C	3' - 0"	7' - 0"	A	-	H.M.	PAINT	H.M.	PAINT	10	12	5	2	-	
09	3' - 0"	7' - 0"	A	-	H.M.	PAINT	H.M.	PAINT	10	12	5	2	-	
11	3' - 0"	7' - 0"	D	-	WOOD	STAIN	H.M.	PAINT	3	4	11 SIM.	5	-	
EB-1	14' - 0"	8' - 0"	E	-	STEEL	PAINT	H.M.	PAINT	7 SIM.	8 SIM.	9 SIM.	-	-	MANUAL OPERATOR

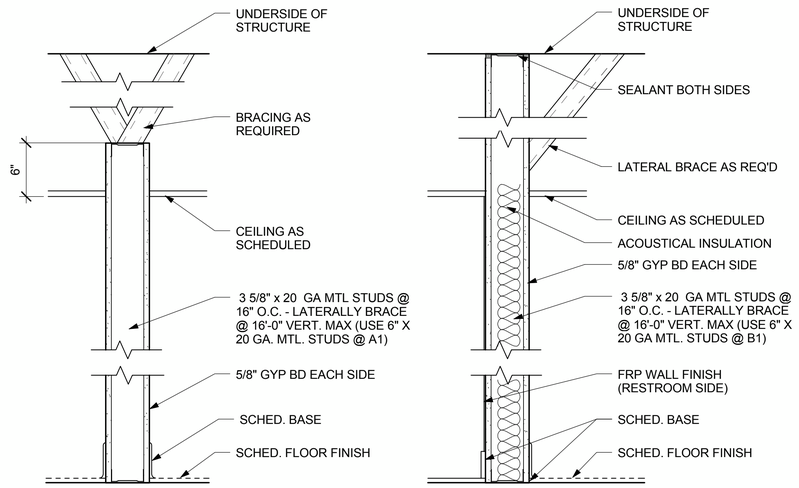
GENERAL DOOR NOTES

1. ALL HM DOORS TO BE 1 3/4" THICK - U.N.O.
2. DOOR OPENING SIZES ARE NOMINAL. EXACT SIZE OF DOOR IS DEPENDANT UPON DIMENSIONAL ADJUSTMENTS FOR CLEARANCES, UNDERCUTS, THRESHOLDS, WEATHERSTRIPS, ETC. AS INDICATED ON DETAILS OR BY MANUFACTURER REQUIREMENTS.
3. UNLESS THRESHOLD (SILL) DETAILS OR HARDWARE REQUIREMENTS DICTATE OTHERWISE, ALL DOOR UNDERCUTS SHALL BE 1/2" ABOVE FLOOR ELEVATION.
4. ALL EXTERIOR DOORS TO HAVE WEATHERSTRIPPING AND DOOR SWEEPS.
5. ALL EXTERIOR DOORS SHALL HAVE CONTINUOUS THRESHOLDS, 1/2" MAX. HEIGHT FOR ACCESSIBILITY, AND 5" MIN. DEPTH.
6. ALL EXTERIOR DOORS AND FRAMES PAINTED TO MATCH METAL PANELS.

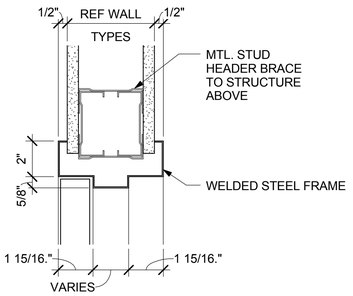




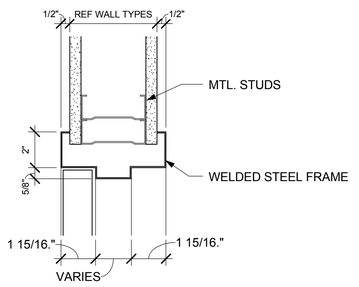
1 DOOR TYPES / WINDOW TYPES
1/4" = 1'-0"



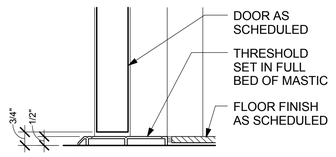
○ PARTITION TYPES
1 1/2" = 1'-0"

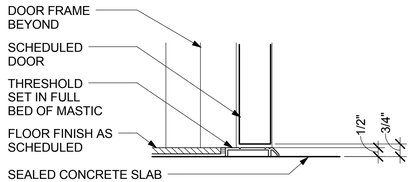


3 DOOR HEAD DTL.
3" = 1'-0"



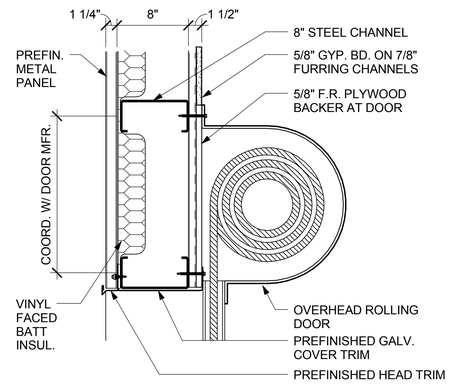
4 DOOR JAMB DTL.
3" = 1'-0"

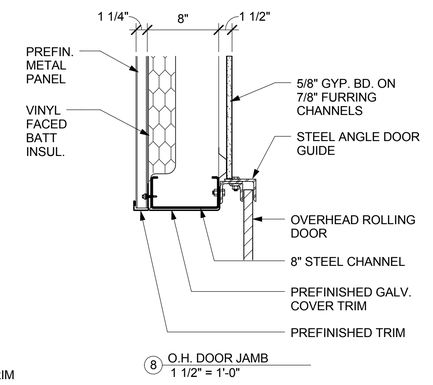




5 DOOR SILL DETAIL
3" = 1'-0"

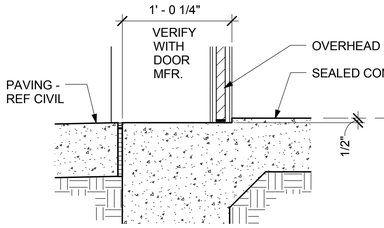
6 DOOR SILL DETAIL
3" = 1'-0"

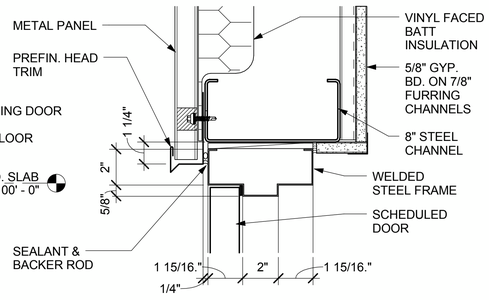




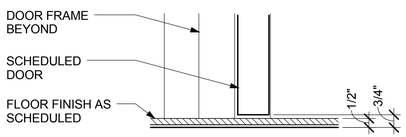
7 O.H. DOOR HEAD DETAIL
1 1/2" = 1'-0"

8 O.H. DOOR JAMB
1 1/2" = 1'-0"



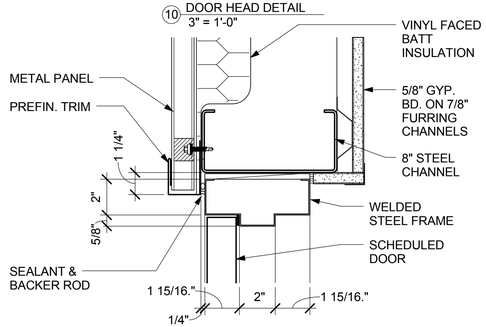


9 O.H. DOOR SILL DETAIL
1 1/2" = 1'-0"



11 TYPICAL DOOR SILL DETAIL
3" = 1'-0"

10 DOOR HEAD DETAIL
3" = 1'-0"



12 DOOR JAMB DETAIL
3" = 1'-0"

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
EDINBURG, TEXAS

HALFF
5000 WEST MILITARY, SUITE 100
MCALLEN, TEXAS 78503
TEL (956) 664-0286
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D. DOWNS	17142
NAME	R.A. NO.
DATE	08/24/11

Project No.:	28237
Set Issued:	08/22/2011
Drawn By:	Author
Checked By:	Checker
Scale:	As indicated

Sheet Title
DOOR SCHEDULE, PARTITION TYPES, DETAILS

A6.01
Sheet Number

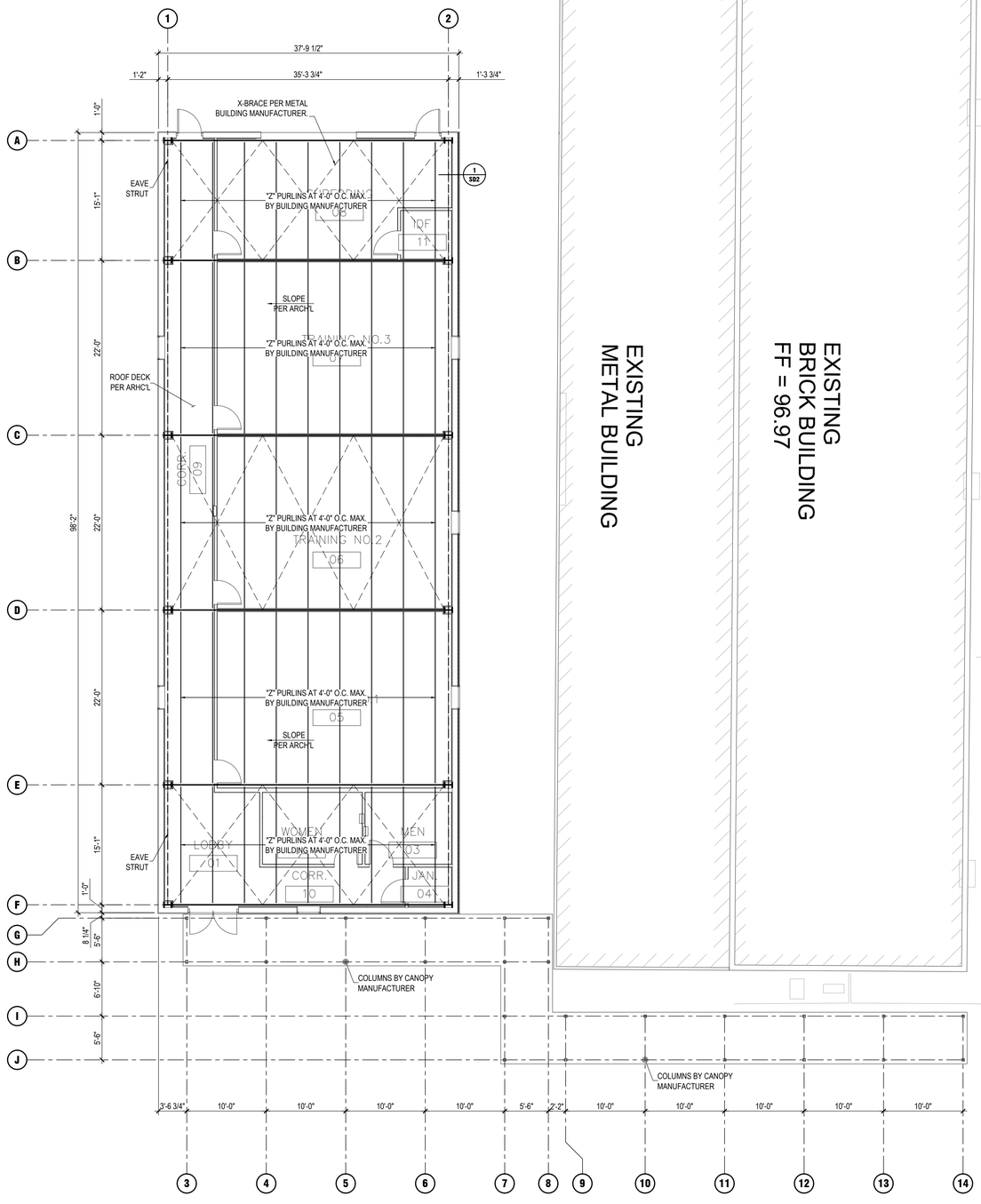
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FRAMING NOTES:

1. SEE SHEET S1.01 FOR FRAMING GENERAL NOTES.
2. DESIGN PURLINS UNDER UNITS WITH LOADS INDICATED ON THE DRAWINGS AND DESIGN CRITERIA STEEL PURLIN MANUFACTURER TO PROVIDE STEEL PURLIN SIZE (MAX. PURLIN DEPTH TO BE AS SHOWN ON PLANS) DESIGN PURLIN FOR ∠/600.

METAL BUILDING NOTES:

1. THE DESIGN AND CONSTRUCTION OF THE METAL BUILDING IS THE RESPONSIBILITY OF THE SUPPLIER. THE PLAN SHOWN IS SCHEMATIC ONLY.
2. VERIFY SIZE AND LOCATION OF ALL SUPPORTED ITEMS WITH MANUFACTURER AND ARCH'L. DRAWINGS. PRIOR TO FABRICATING STEEL. PROVIDE ALL FRAMING INCLUDING SUB PURLINS AND ROD HANGERS BETWEEN "Z" PURLINS AS REQ'D.
3. THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION AND NUMBER OF MECH'L. UNITS SUPPORTED BY THE METAL BUILDING STRUCTURE PRIOR TO ORDERING THE METAL BUILDING. SUPPORT FRAMING SHALL BE PROVIDED FOR ALL UNITS WHETHER THEY ARE SHOWN ON THIS DRAWING OR NOT.



1 ROOF FRAMING PLAN
SCALE: 1/8"=1'-0"

EXISTING METAL BUILDING

EXISTING BRICK BUILDING FF = 96.97

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
EDINBURG, TEXAS

HALFF
5000 WEST MILITARY, SUITE 100
McALLEN, TEXAS 78503
TEL (956) 664-2000
FAX (956) 664-2232

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
TBPE FIRM REGISTRATION #1979
1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-3477

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MENTON J. MURRAY, P.E. 87004 8/18/11

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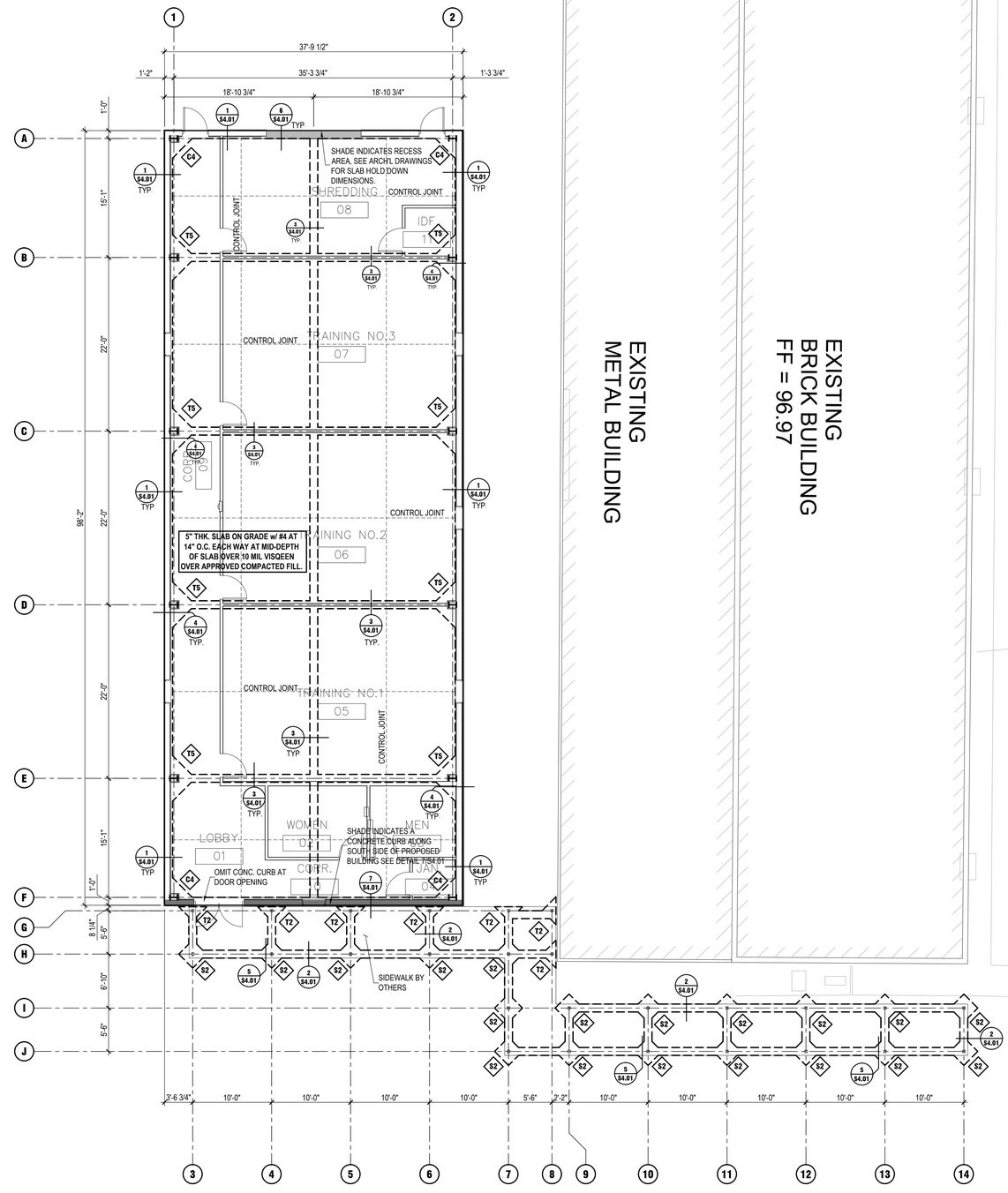
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Sheet Title	ROOF FRAMING PLAN

S3.01
Sheet Number

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TBPE FIRM No. F-8719
701 S. 15th STREET McALLEN, TX. 78501
(956) 687-5560 (956) 687-5561 FAX

FOUNDATION NOTES:

1. SEE SHEET S1.01 FOR GENERAL NOTES.
2. CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL FLOOR DRAINS (F.D.) WHETHER OR NOT THEY ARE NOTED ON THE STRUCTURAL DRAWINGS.
3. CONTRACTOR / SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY WORK. THE CONTRACTOR / SUBCONTRACTOR SHALL CLEARLY REPORT ANY DISCREPANCIES BEFORE THE WORK COMMENCES.
4. REFER TO ARCH'L PLANS FOR ADDITIONAL DIMENSIONS.
5. SEE ARCHITECTURAL DRAWINGS FOR ALL SLOPES, DROPS, AND DRAIN LOCATIONS.
6. REFER TO GENERAL NOTES ON SHEET S1.01 FOR CONCRETE AND STEEL REINFORCING SPECIFICATIONS.
7. FOLLOWING ARE THE SIZES OF THE REQUIRED FOOTINGS:
   - C4 - INDICATES A 4'-6" x 4'-6" x 3'-0" DEEP CEE FOOTING
   - S2 - INDICATES A 2'-6" x 2'-6" x 3'-0" DEEP SQUARE FOOTING
   - T2 - INDICATES A 2'-6" x 2'-6" x 3'-0" DEEP TEE FOOTING
   - T5 - INDICATES A 5'-6" x 5'-6" x 3'-0" DEEP TEE FOOTING



1 FOUNDATION PLAN
SCALE: 1/8"=1'-0"

EXISTING
METAL BUILDING

EXISTING
BRICK BUILDING
FF = 96.97

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
EDINBURG, TEXAS

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5000 WEST MILITARY, SUITE 100
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MENTON J. MURRAY, P.E. 87004 8/18/11

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Scale:	
Sheet Title	FOUNDATION PLAN
Sheet Number	S2.01

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ENGINEERING, INC.
TBPE FIRM No. F-8719
701 S. 15th STREET McALLEN, TX. 78501
(956) 687-5560 (956) 687-5561 FAX

GENERAL NOTES

GENERAL

1. THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE BUILDING IS FULLY COMPLETED. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE AND TO INSURE THE SAFETY OF THE BUILDING AND ITS COMPONENT PARTS DURING ERECTION. THIS INCLUDES THE ADDITION OF WHATEVER SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIE DOWNS WHICH MIGHT BE NECESSARY. SUCH MATERIAL SHALL REMAIN THE CONTRACTOR'S PROPERTY AFTER THE COMPLETION OF THE PROJECT.
2. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL APPLICABLE SAFETY CODES AND REGULATIONS DURING ALL PHASES OF CONSTRUCTION.
3. EQUIPMENT FRAMING LOADS, OPENINGS AND STRUCTURE IN ANY WAY RELATED TO HVAC, PLUMBING, OR ELECTRICAL REQUIREMENTS ARE SHOWN FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL OBTAIN APPROVAL OF THE INVOLVED TRADES BEFORE PROCEEDING WITH SUCH PORTION OF THE WORK. EXCESS COST RELATED TO VARIATION IN THESE REQUIREMENTS TO BE BORNE BY THE APPROPRIATE CONTRACTOR.
4. SHOULD ANY OF THE DETAILED INSTRUCTIONS SHOWN ON THE PLANS CONFLICT WITH THESE STRUCTURAL NOTES, THE SPECIFICATIONS, OR WITH EACH OTHER, THE STRICTEST PROVISION SHALL GOVERN.
5. REFER TO THE ARCHITECTURAL, MECHANICAL ELECTRICAL AND PLUMBING FOR SLEEVES, CURBS, INSERTS, ETC. NOT SHOWN ON STRUCTURAL DRAWINGS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ANY DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT AND BE RESOLVED BEFORE PROCEEDING WITH ANY WORK.
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING LAGGING, SHORING AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
8. THE STRUCTURAL INTEGRITY OF ANY BUILDING RELIES ON THE FULL INTERACTION OF ALL ITS COMPONENT PARTS, WITH NO PROVISIONS MADE FOR CONDITIONS AND/OR SEQUENCES OF CONSTRUCTION AND THE STRUCTURAL DESIGN IS BASED ON THIS PREMISE. THEREFORE THE CONTRACTOR SHALL PROVIDE ADEQUATE BRACING OF SUPERSTRUCTURED DURING CONSTRUCTION.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR RIGID BRACING OF ALL WALLS, FORMWORK, SHORING AND FALSE WORK DURING CONSTRUCTION.
10. CONTRACTOR SHALL VERIFY ALL DROPS, OFFSETS, BLOCKOUTS, FINISHES, AND DIMENSIONS. WITH ARCHITECTURAL PLANS PRIOR TO PROJECT LAYOUT.
11. THE USE OF REPRODUCTION OF THESE CONTRACT DRAWINGS BY ANY CONTRACTOR, ERECTOR, FABRICATOR OR MATERIAL SUPPLIER IN LIEU OF PREPARATION OF SHOP DRAWINGS SIGNIFIES HIS ACCEPTANCE OF ALL INFORMATION SHOWN HEREON AS CORRECT, AND OBLIGATES HIMSELF TO ANY JOB EXPENSE, REAL OR IMPLIED, DUE TO ANY ERRORS THAT MAY OCCUR.
12. CONTRACTOR IS RESPONSIBLE FOR ALL METHODS AND PROCEDURES DURING CONSTRUCTION. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO MAINTAIN INTEGRITY OF STRUCTURE DURING CONSTRUCTION.
13. ALL MATERIAL AND WORKMANSHIP SHALL COMPLY WITH THE DRAWINGS, SPECIFICATIONS AND REFERENCE CODE.
14. STRUCTURAL MEMBERS HAVE BEEN LOCATED AND DESIGNED TO ACCOMMODATE THE MECHANICAL EQUIPMENT AND OPENINGS SPECIFIED BY THE MECHANICAL CONSULTANT. ANY SUBSTITUTIONS RESULTING IN REVISIONS TO THE STRUCTURE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE STRUCTURAL ENGINEER.
15. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL DETERMINE THE SCOPE OF THE STRUCTURAL WORK FROM THE CONTRACT DOCUMENTS TAKEN AS A WHOLE INCLUDING ARCHITECTURAL AND MECHANICAL DRAWINGS. THE STRUCTURAL SHALL NOT BE CONSIDERED SEPARATELY FOR THE PURPOSES OF BIDDING THE STRUCTURAL WORK. CONTRACTOR SHALL REVIEW THE ENTIRE DRAWING PACKAGE IN ORDER TO DETERMINE THE SCOPE OF STRUCTURAL WORK INCLUDING NECCESSARY COORDINATION SHOWN IN OTHER CONSULTANT DRAWINGS.
16. NOTED SCALES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL NOT SCALE THE DRAWINGS FOR THE PURPOSE OF DETERMINING DIMENSIONAL INFORMATION.
17. ANY ALTERNATES ACCEPTED BY THE OWNER, GENERAL CONTRACTOR OF SUBCONTRACTOR SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE.
18. PRINCIPAL OPENINGS ARE INDICATED ON THE STRUCTURAL DRAWINGS. OTHER OPENINGS (SLEEVES, BLOCKOUTS, ETC.) ARE SHOWN IN THE ARCHITECTURAL AND MECHANICAL DRAWINGS. CONTRACTOR SHALL SUBMIT TO ARCHITECT AND ENGINEER A PLAN WITH ALL PROPOSED OPENINGS COORDINATED WITH ALL THE TRADES. ADDITIONAL REINFORCEMENT AND/OR STRUCTURAL MEMBERS MAY BE REQUIRED UPON REVIEW.

COORDINATION

1. ONLY LARGER SLEEVE OPENINGS AND FRAMED OPENINGS IN STRUCTURAL FRAMING COMPONENET MEMBERS ARE INDICATED ON THE STRUCTURAL DRAWINGS. HOWEVER, ALL SLEEVES, INSERTS AND OPENINGS, INCLUDING FRAMES AND/OR SLEEVES SHALL BE PROVIDED FOR PASSAGE, PROVISION AND/OR INCORPORATION OF THE WORK OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING WORK. THIS WORK SHALL INCLUDE THE COORDINATION OF SIZES, ALIGNMENT, DIMENSIONS, POSITION, LOCATIONS, ELEVATIONS AND GRADES AS REQUIRED TO SERVE THE INTENDED PURPOSE. OPENINGS NOT INDICATED ON THE STRUCTURAL DRAWINGS, BUT REQUIRED AS NOTED ABOVE, SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.
2. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR FLOOR ELEVATIONS, SLOPES, DRAINS AND LOCATION OF DEPRESSED AND ELEVATED FLOOR AREAS.
3. COMPABILITY OF THE STRUCTURE AND PROVISIONS FOR BUILDING EQUIPMENT SUPPORTED ON OR FROM STRUCTURAL COMPONENTS SHALL BE VERIFIED AS TO SIZE, DIMENSIONS, CLEARANCES, ACCESSIBILITY, WEIGHTS AND REACTION WITH THE EQUIPMENT FOR WHICH THE STRUCTURE HAS BEEN DESIGNED PRIOR TO SUBMISSION OF SHOP DRAWINGS AND DATA FOR EACH PIECE OF EQUIPMENT AND FOR STRUCTURAL COMPONENTS. DIFFERENCES SHALL BE NOTED ON THE SUBMITTALS.
4. SHOP DRAWINGS SHALL BE PREPARED FOR ALL STRUCTURAL ITEMS AND SUBMITTED FOR REVIEW BY THE ENGINEER. CONTRACT DRAWINGS SHALL NOT BE REPRODUCED AND USED AS SHOP DRAWINGS. ALL ITEMS DEVIATING FROM THE CONTRACT DRAWINGS OR FROM PREVIOUSLY SUBMITTED SHOP DRAWINGS SHALL BE CLOUDED.
5. THE DETAILS DESIGNATED AS "TYPICAL DETAILS" APPLY GENERALLY TO THE DRAWINGS IN ALL AREAS WHERE CONDITIONS ARE SIMILAR TO THOSE DESCRIBED IN THE DETAILS.
6. THE DESIGN AND PROVISION OF ALL TEMPORARY SUPPORTS SUCH AS GUYS, BRACES, FALSEWORK, SUPPORTS AND ANCHORS FOR SAFETY LINES, CRIBBING, OR ANY OTHER TEMPORARY ELEMENTS REQUIRED FOR THE EXECUTION OF THE CONTRACT ARE NOT INCLUDED IN THESE DRAWINGS AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. TEMPORARY SUPPORTS SHALL NOT RESULT IN THE OVERSTRESS OR DAMAGE OF THE ELEMENTS TO BE BRACED NOR ANY ELEMENTS USED AS BRACE SUPPORTS.

CODES

1. BUILDING CODE: 2006 INTERNATIONAL BUILDING CODE WITH CITY OF McALLEN, TEXAS.
2. STRUCTURAL CONCRETE: BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, AMERICAN CONCRETE INSTITURE, ACI 318.
3. STRUCTURAL STEEL: MANUAL OF STEEL CONSTRUCTION, ALLOWABLE STRESS DESIGN, AMERICAN INSTITUTE OF STEEL CONSTRUCTION, NINITH EDITION.
4. ASCE 7-05

PRE-MANUFACTURED SUPERSTRUCTURE

1. DESIGN CRITERIA
   INTERNATIONAL BUILDING CODE (IBC) 2006 EDITION
   ASC7- LATEST EDITION.
   BUILDING CODE FOR THE CITY OF SAN JUAN, TEXAS
   MAXIMUM ALLOWABLE HORIZONTAL DRIFT OF STRUCTURE = H/400
   WHERE H = MEAN HEIGHT OF STRUCTURE
   DESIGN WIND SPEED = 110 MPH, EXPOSURE "C""
   MINIMUM COLLATERAL LOAD = 10 PSF PLUS ROOF TOP UNITS
2. A PROFESSIONAL STRUCTURAL ENGINEER REGISTERED IN THE STATE OF TEXAS SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PREFABRICATED METAL BUILDING MEMBERS AND THEIR CONNECTIONS. THIS WORK SHALL ALSO ALSO INCLUDE ALL MEMBERS AND BRACES REQUIRED TO BRACE MASONARY WALLS.
3. ALL DRAWINGS SHALL BE SEALED BY A PROFESSIONAL ENGINEER AND SHALL BE SUBMITTED FOR RECORD PURPOSES UPON REQUEST.
4. THE SUPPLIER SHALL SUBMIT A SEALED LETTER STATING DESIGN CRITERIA FOR ALL WORK AND CERTIFYING THAT ALL DESIGNS ARE IN COMPLIANCE WITH APPLICABLE CODES.
5. ALL ANCHOR BOLTS SHALL BE DESIGNED BY THE METAL BUILDING SUPPLIER AND SUPPLIED BY THE CONTRACTOR. ALL ANCHOR BOLTS SHALL CONFORM TO ASTM A36. SUBMIT MILL CERTIFICATES FOR ALL BOLTS.
6. ALL BOLTS FOR STRUCTURAL CONNECTIONS OF BEAMS, GIRDERS, PURLINS, COLUMNS, BRACES, ETC. SHALL BE OF AMERICAN ORIGIN. NO EXCEPTIONS. SUBMIT MILL CERTIFICATES FOR ALL BOLTS.
7. ALL A325 BOLTS SHALL BE FULLY TENSIONED USING THE TURN OF THE "NUT" METHOD.
8. PROVIDE PINNED BASE CONNECTION FROM COLUMN TO FOUNDATION.
9. ALL BOLTS IN THE METAL BUILDING SHALL BE INSPECTED BY THE TESTING LAB TO CONFIRM PROPER TENSION. THE TESTING LAB SHALL INSPECT EACH AND EVERY BOLT ON THE PROJECT USING A TORQUE WRENCH. SUBMIT WRITTEN REPORTS TO THE ARCHITECT.
10. THE MANUFACTURER'S ENGINEER MUST PERFORM SITE OBSERVATIONS DURING THE COURSE OF THE METAL BUILDING CONSTRUCTION TO CONFIRM THAT THE WORK IS PROGRESSING IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SHOP DRAWINGS. THE CONTRACTOR SHALL MAKE ALL THE CONTRACTOR SHALL MAKE ALL CORRECTIVE WORK REQUIRED TO MAKE ALL NON-COMPLIANT ITEMS ACCEPTABLE TO THE ENGINEER PRIOR TO CONTINUING WITH ANY FINISH WORK. AT THE END OF THE JOB, THE MANUFACTURER'S REGISTERED TEXAS P.E. MUST SUBMIT A SEALED LETTER TO THE OWNER AND ARCHITECT STATING THAT THE DESIGN AND CONSTRUCTION OF THE METAL BUILDING IS IN COMPLIANCE WITH THE CONTRACT DOCUMENTS AND ALL APPLICABLE CODES.
11. THIS FOUNDATION HAS BEEN DESIGNED USING ASSUMED REACTIONS FROM THE PRE-ENGINEERED BUILDING COMPONENTS AND IS FOR BID PURPOSES ONLY. THE CONTRACTOR SHALL SUBMIT BASE CONNECTION DETAILS (SIZE AND THICKNESS BASE PLATE AND DIAMETER AND LENGTH ANCHOR BOLTS) AND REACTIONS OF THE BUILDING FRAMES TO THE ENGINEER PRIOR TO CONSTRUCTION SO THE DESIGN ASSUMPTIONS CAN BE VERIFIED. DEPTH OF ANCHOR BOLTS SHALL BE SUFFICIENT.
12. ANY ADDITIONAL COST OF FOUNDATION WORK REQUIRED BY REVISIONS OF THE FOUNDATION DESIGN AFTER PRE-ENGINEERED BUILDING REACTIONS ARE SUBMITTED SHALL BE BY OTHERS.
13. A COPY OF CALCULATIONS AND ERECTION DRAWING FOR SUPER STRUCTURE SHALL BE PROVIDED TO ARCHITECT & ENGINEER FOR REVIEW, APPROVAL, AND FOR OUR RECORDS. A NOTE TO THIS EFFECT SHALL BE INCLUDED IN THE STRUCTURAL DRAWINGS.

CONCRETE

1. ALL CONCRETE WORK SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE SPECIFICATION, A.C.I. #301 AND BUILDING CODE REQUIREMENTS, A.C.I. #318, LATEST EDITION.
2. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, UNLESS OTHERWISE NOTED, MUST FOLLOW THE A.C.I. "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE", A.C.I. #315, LATEST EDITION.
3. CONCRETE SHALL HAVE A MINIMUM COMPRESSION STRENGTH AT 28 DAYS AS FOLLOWS:
   3000 PSI FOR ALL CONCRETE FOUNDATION COMPONENTS
   A MAXIMUM OF 20% FLYASH MAY BE USED IN CONCRETE MIX DESIGN AND SHALL CONFORM TO ASTM C618. THE WATER/CEMENT RATIO SHALL NOT EXCEED 0.58 AND SLUMPS SHALL BE BETWEEN 4 AND 5 INCHES. COORDINATE WITH OWNERS TESTING LABORATORY (IF ONE IS SELECTED) TO PROVIDE TESTING AS PER A.C.I.
4. REINFORCING BARS SHALL BE NEW BILLET STEEL CONFORMING TO ASTM A-615, GRADE 60.
5. STANDARD PROTECTIVE COVER OF REINFORCING BARS UNLESS OTHERWISE NOTED SHALL BE:
   WHERE CAST AGAINST DIRT OR FILL ..... 3 IN.
   EXPOSED TO EARTH OF WEATHER ..... 2 IN.
   COLUMNS ..... 1 1/2 IN.
   SLABS AND WALLS ..... 1 IN.
   OTHER ..... 1 1/2 IN.
6. ALL ACCESSORIES SHALL BE IN ACCORDANCE WITH THE A.C.I. "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE", A.C.I. #315 LATEST EDITION. ACCESSORIES FOR EXPOSED CONCRETE SOFFITS SHALL HAVE PLASTIC COATED FEET.
7. VERTICAL CONSTRUCTION JOINTS IN FLOOR OR ROOF SLABS ARE TO BE AS SHOWN ON PLANS. NO HORIZONTAL JOINTS WILL BE PERMITTED IN SLABS OR BEAMS UNLESS OTHERWISE NOTED.
8. MAINTAIN A MINIMUM OF ONE BAR DIAMETER (BUT NOT LESS THAN 1") BETWEEN ALL REINFORCING BARS (INCLUDING LAPS) ON ALL SLABS. MAINTAIN A MINIMUM OF 1-1/2" BETWEEN BARS IN COLUMNS, AND A MINIMUM OF 1-1/2" TIMES THE MAXIMUM COARSE AGGREGATE SIZE IN ALL CASES.
9. BARS SCHEDULED OR DETAILED "CONT." SHALL BE LAPPED 40 BAR DIAMETERS UNLESS OTHERWISE NOTED.
10. ALLOW FOR THE EQUIVALENT OF 5% OF REINFORCING FOR #4 BARS TO BE USED AS REQUIRED IN THE FIELD FOR SPECIAL CONDITIONS (LABOR FOR PLACING SAME TO BE INCLUDED).
11. AT CORNERS AND "T" INTERSECTIONS OF ALL FOUNDATION BEAMS, EXTEND 4 CORNER BARS EQUAL TO THE DETAILED STEEL IN THE ADJACENT BEAMS 2'-0" EACH WAY, 2 BARS TOP AND 2 BARS BOTTOM.
12. CONCRETE PLACED BY PUMPING SHALL MEET THE FOLLOWING REQUIREMENTS:
    a) COARSE AGGREGATE SHALL BE GRADED FROM A MAXIMUM OF 1" DOWN.
    b) MAXIMUM ALLOWABLE INCREASE IN CEMENT FACTOR SHALL BE 1/2 SACK PER CUBIC YARD OVER NORMAL MIX DESIGN.
    c) MAXIMUM WATER CEMENT RATIO SHALL BE 7-1/2 GALLONS PER SACK OF CEMENT. IF MORE WORKABILITY IS REQUIRED, AN ADMIXTURE MAY BE USED.
    d) MAXIMUM WEIGHT RATIO OF FINE AGGREGATES TO COARSE AGGREGATES SHALL NOT EXCEED 2/3.
    e) REFER TO A.C.I. #301, LATEST EDITION, SECTION 800, FOR OTHER PUMPING REQUIREMENTS.
    f) IN NO CASE SHALL CONCRETE BE PUMPED THROUGH AN ALUMINUM TUBE.
13. PROVIDE ADDITIONAL REINFORCING STEEL, IN STANDARD LENGTHS, FOR USE ON THE PROJECT AS DIRECTED BY THE STRUCTURAL ENGINEER FIELD REPRESENTATIVE.
    No. 4 - 500 LBS.
    No. 5 - 667 LBS.
    No. 6 - 667 LBS.

DESIGN CRITERIA

1. FOUNDATION AND FRAMING DESIGN IS IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE 2006.
2. GEOTECHNICAL REPORT:
   BY: RABA KISTNER CONSULTANTS INC.
   PROJ. NO.: AMA11-044-00
   DATE: AUGUST 24, 2011
   MINIMUM DEPTH: 24 INCHES
   MINIMUM BEAM WIDTH: 12 INCHES
   BEARING CAPACITY (WIDENED BEAM FOOTINGS)..... 1.50 KSF
   BEARING CAPACITY (CONTINUOUS BEAM FOOTING)..... 1.25 KSF
   DESIGN PLASTICITY INDEX 28
   PVR ..... 1-1/4"
3. ROOF:
   DEAD LOAD: 25 PSF
   LIVE LOAD: 20 PSF
4. WIND:
   BASIC WIND SPEED (3 SEC. GUST): 110 MPH
5. IN ADDITION TO THE LOADS, IN ITEMS #3 & #4, DESIGN THE STEEL JOISTS WITH A 500 LB. CONCENTRATED LOAD AT THE END OF THE JOIST AND A 500 LB. CONCENTRATED LOAD AT MID SPAN OF THE JOIST. (THESE TWO LOADS DO NOT ACT CONCURRENTLY)

FOUNDATION NOTES

1. THE SITE SHALL BE PREPARED UNIFORM IN ACCORDANCE WITH SITE DRAWINGS, SPECIFICATIONS AND GEOTECHNICAL ENGINEERING STUDY PREPARED BY RABA KISTNER CONSULTANTS INC., McALLEN, TEXAS, PROJECT No. AMA11-044-00 AND DATED AUGUST 24, 2011 PORTIONS OF THAT REPORT ARE REPRODUCED ABOVE. CONTRACTOR IS ADVISED TO REVIEW THE REPORT IN ITS ENTIRETY AND VISIT THE SITE PRIOR TO PROVIDING BID DOCUMENTS.
2. REMOVE ALL EXISTING PAVEMENT CONSTITUENTS AND SUBGRADE SOILS EXTENDING DOWN TO ELEVATION 95.0 FT ABOVE MEAN SEA LEVEL (MSL), AND PLACE PROPERLY-COMPACTED, SUITABLE, SELECT FILL MATERIAL WITHIN THE PROPOSED BUILDING FOOTPRINT AREA UP TO BUILDING'S PROPOSED FINISHED GRADE ELEVATION (FGE) OF ABOUT 96.5 FT ABOVE MSL CONSIDERING A 6-INCH THICK, CONCRETE FLOOR SLAB.
3. SELECT FILL, WHEN PROPERLY SLAKED AND TESTED BY STANDARD LABORATORY METHODS, SHALL MEET THE FOLLOWING REQUIREMENTS:
   a) LIQUID LIMIT SHALL BE LESS THAN OR EQUAL TO 35%.
   b) PLASTICITY INDEX SHALL BE LESS THAN 17 AND GREATER THAN 7.
   c) SHALL CONTAIN NO ORGANIC MATERIAL.
   d) SHALL CONTAIN NO STONES LARGER THAN 4 INCHES.
4. SAMPLES OF PROPOSED SELECT FILL SHALL BE FURNISHED TO THE TESTING LABORATORY 7 DAYS PRIOR TO INSTALLATION TO PERMIT TIME FOR SPECIFICATION COMPLIANCE INSPECTION AND APPROVAL.
5. SELECT FILL UNDER ALL FLOORS AND WALKS SHALL BE COMPACTED IN THE FIELD IN LIFTS NOT TO EXCEED 8" TO 98% (+5%) OF THE MAXIMUM DENSITY, AT -2% TO +2% OF THE OPTIMUM MOISTURE CONTENT, AS DETERMINED BY TEXAS HIGHWAY DEPARTMENT SOIL TESTING PROCEDURE TEX-113-E (COMPACTIVE EFFORT 6.63 FT-LB/CU. IN.). FIELD DENSITIES SHALL BE CHECKED IN ACCORDANCE WITH TEX-115-E.

MATERIALS

A. SPECIFICATIONS: IN GENERAL, COMPLY WITH ACI 301-89 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS."

B. STRUCTURAL CONCRETE

CLASS	LOCATION	FC
I.	FOOTINGS	3000 PSI
II.	INTERIOR SLABS ON GRADE, AND ALL INTERIOR CONCRETE NOT OTHERWISE IDENTIFIED	4000 PSI
III.	PIERS PLACED INTEGRALLY WITH WALLS, EXTERIOR SLABS ON GRADE, AND ALL EXTERIOR CONCRETE (WITH AIR) NOT OTHERWISE IDENTIFIED	4000 PSI

C. ALL DEFORMED REINFORCING BARS (ASTM A 615): FY = 60,000

D. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A165-85. (SHEET FORM, NOT ROLLED)

2. FIELD MANUAL: PROVIDE AT LEAST ONE COPY OF THE ACI FIELD REFERENCE MANUAL, SP-15, IN THE FIELD OFFICE AT ALL TIMES.
3. CONTINGENCIES:
   A. PROVIDE SUPPORTS AS REQUIRED TO MAINTAIN ALIGNMENT OF SCHEDULED REINFORCING. SUCH SUPPORTS ARE TO BE REFLECTED IN THE BID.
4. FOOTINGS:
   A. DOWELS IN FOOTINGS TO MATCH VERTICAL WALL REINFORCING.
   B. PROVIDE LEAN CONCRETE (CLASS IV) UNDER FOUNDATIONS FOR ACCIDENTAL OVER-EXCAVATION, SOFT SPOTS AND TRENCHES.
5. SPLICES: UNLESS NOTED OTHERWISE, MINIMUM LAP SPLICE LENGTHS TO BE AS FOLLOWS:

A. VERTICAL BARS IN WALLS, PIERS, OR COLUMNS (INCLUDING DOWELS)	40 DIAMETER
B. HORIZONTAL BARS IN SLABS & FOOTING	40 DIAMETER
C. HORIZONTAL BARS IN WALL	48 DIAMETER

6. CONSTRUCTION JOINTS:
   A. CONSTRUCTION JOINTS PERMITTED ONLY WHERE SHOWN OR AS APPROVED BY THE STRUCTURAL ENGINEER. ALL CONSTRUCTION JOINTS ARE TO BE KEYED. KEYWAYS SHALL BE 1-1/2 INCHES DEEP X 1/3 MEMBER THICKNESS.
7. CONCRETE COVER: UNLESS NOTED OTHERWISE, DETAIL REINFORCING TO PROVIDE CONCRETE COVER AS FOLLOWS:

A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH:	3 IN.
B. CONCRETE EXPOSED TO EARTH OR WEATHER:	
#5 BARS AND SMALLER	1 1/2 IN.
OTHERS	2 IN.
C. CONCRETE NOT EXPOSED TO EARTH OR WEATHER:	
SLABS, WALLS, AND #11 BARS & SMALLER	1 IN.
OTHERS	1 1/2 IN.

WELDING

1. REFERENCES:
   AWS D1.1-86 - "STRUCTURAL WELDING CODE - STEEL"
   AWS D1.3-81 - "STRUCTURAL WELDING CODE - SHEET STEEL"
2. ALL WELDING BY AWS QUALIFIED OPERATORS.

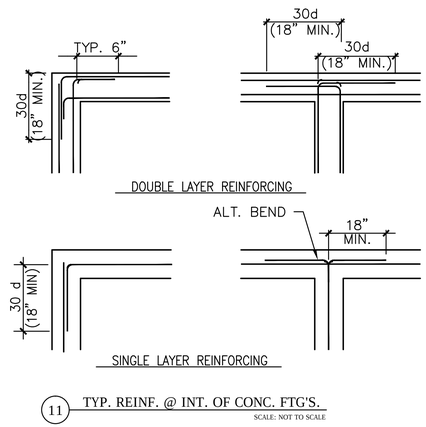
SPECIAL INSPECTIONS

1. THE CONTRACTOR SHALL EMPLOY ONE OR MORE SPECIAL INSPECTOR(S) TO PROVIDE INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF CONSTRUCTION LISTED ON THIS SECTION. THE SPECIAL INPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE TO INSPECTIONS BEING PERFORM TO THE SATISFACTION OF THE ENGINEER OF RECORD AND BUILDING OFFICIAL. THE SPECIAL INSPECTOR SHALL HAVE EXPERIENCE WITH AT LEAST FIVE OTHER PROJECTS SIMILAR IN NATURE.
2. THE PURPOSE OF THE INSPECTION SHALL BE TO ENFORCE COMPLIANCE WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, GEOTECHNICAL REPORT AND THE 2006 INTERNATIONAL BUILDING CODE, SECTION 1704.
3. SPECIAL INPECTORS SHALL KEEP RECORD OF INSPECTIONS. THE SPECIAL INSPECTOR SHALL FURNISH SPECIAL REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER OF RECORD. REPORTS SHALL INDICATE THAT THE WORK INSPECTED WAS PREFROMED IN CONFORMANCE TO THE APPROVED CONSTRUCTION DOCUMENTS. DISCREPENCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. ANY CORRECTIONS THAT WERE NOT COMPLETED BY THE CONTRACTOR SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND THE ENGINEER OF RECORD. IF DISCREPENCIES ARE NOT CORRECTED BY CONTRACTOR, SPECIAL INSPECTOR SHALL ISSUE A NOTIFICATION OF NONE/COMPLIANCE (NNC) TO ENGINEER.
4. THE SPECIAL INSPECTOR SHALL VERIFY THAT THE FABRICATOR MAINTAINS DETAIL FABRICATION AND QUALITY CONTROL PROCEDURES THAT PROVIDE A BASIS FOR SPECIAL CONTROL OF THE WORKMANSHIP. IF FABRICATOR IS ENROLLED IN A NATIONALLY ACCEPTED INSPECTION PROGRAM (SATISFACTORY TO ENGINEER AND BUILDING OFFICIAL), THIS IS NOT REQUIRED. ATTENTION OF THE CONTRACTOR FOR CORRECTION. ANY CORRECTIONS THAT WERE NOT COMPLETED BY THE CONTRACTOR SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND ENGINEER OF RECORD.
5. EACH SPECIAL INSPECTOR IS RESPONSIBLE TO REVIEW THE PLANS THROUGHLY AND SUFFICIENTLY AHEAD OF CONSTRUCTION TO ESTABLISH IF HE CAN INSPECT THOSE ITEMS ENTRUSTED TO HIM. ALL AMBIGUITIES OR COMMISIONS IN THE APPROVED PLANS THAT CREATE A FORM OF DOUBT FOR THE SPECIAL INSPECTOR SHALL BE RESOLVED THROUGH THE PROPER CHANNELS PRIOR TO CONSTRUCTION,
6. THE STRUCTURAL ENGINEER SHALL INSPECT THE CONCRETE FRAME INCLUDING BEARING WALLS, SHEAR WALLS, CONNECTIONS OF STRUCTURAL SLABS, TO SHEAR WALLS, ELEVATED SLABS, BEAMS, COLUMNS, MAT FOUNDATIONS AND PIER CAPS.
7. THE GEOTECHNICAL STRUCTURAL ENGINEER SHOULD EXAMINE FOOTING EXCAVATION, PIER AND PIER CAP INSTALLATION, AND FILLED PLACEMENT TO DETERMINE THAT THE PROPER DESIGN REQUIREMENTS HAVE BEEN REACHED. THE INSPECTION SHOULD BE PERFORMED PRIOR TO THE PLACEMENT OF THE SLAB REINFORCEMENT IN THE EXCAVATION.
8. THE FOLLOWING ITEMS REQUIRE INSPECTION BY THE SPECIAL INSPECTOR.

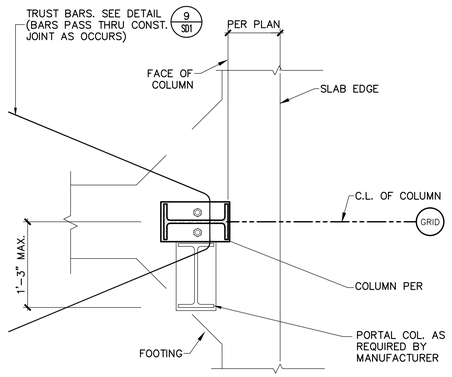
STRUCTURAL / REINFORCING STEEL REFERENCE STANDARD	FREQUENCY:	ITEMS TO INSPECTED:
HIGH STRENGTH BOLTING		
BEARING TYPE CONNECTIONS	PERIODIC	AISC-LRFD M2.5
SLIP CRITICAL CONNECTORS	CONTINUOUS	AISC-LRFD M2.5
WELDING OF STRUCTURAL STEEL		
FULL PENETRATION GROOVE WELDS	CONTINUOUS	AWS-D1.1
MULTI-PASS FILLET WELDS	CONTINUOUS	AWS-D1.1
SINGLE-PASS FILLET WELDS 5/16"	CONTINUOUS	AWS-D1.1
SINGLE-PASS FILLET WELDS 5/16"	PERIODIC	AWS-D1.1
FLOOR AND DECK WELDS	PERIODIC	AWS-D1.1
WELDING OF REINFORCING STEEL		
WELDABILITY OF STEEL, OTHER ASTM A706	PERIODIC	AWS-D1.4/ACI318 3.5.2
SHEAR REINFORCEMENT	CONTINUOUS	AWS-D1.4/ACI318 3.5.2
OTHER REINFORCEMENT	PERIODIC	AWS-D1.4/ACI318 3.5.2
INSPECTION OF STEEL FRAME AND JOISTS		
DETAILS SUCH AS BRACING AND STIFFENING	PERIODIC	CONTRACT DRAWINGS.
MEMBERS SIZES AND LOCATIONS	PERIODIC	CONTRACT DRAWINGS.
APPLICATION OF CONNECTION DETAILS	PERIODIC	CONTRACT DRAWINGS.
CONCRETE CONSTRUCTION		
REINFORCING STEEL	PERIODIC RANDOMLY AT 20%	IBC 1913.4 ACI318.3.5
CONCRETE MIX DESIGN	PERIOCIC EACH CONCRETE POUR	ACI 318.4, 5.2 5.4
SAMPLING OF FRESH CONCRETE	CONTINUOUS, PROVIDE A SET OF 4 FOR EVERY 75 CY OF BUT NOT LESS THAN 1 FOR 5,000 SF OF SLAB OR WALL SURFACE AREA. MONITOR SLUMP DEVIATIONS OF MORE THAN 1" FROM SPEC'D VALUE	ACI.318 5.6,5.8 ASTM C172, C31 IBC 1913.10
MAINTENANCE OF SPECIFIED CURING TEMPS AND TECHNIQUES	PERIODIC EACH POUR	ACI 318 5.11 5.13 IBC 1913.9
INSPECTION OF CONCRETE PLACEMENT FOR PROPER APPLICATIONS TECHNIQUES	CONTINUOUS	ACI 318: 5.9, 5.10
INSPECTION OF MAINTAINANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES	PERIODIC	ACI: 5.11 5.13
DRILLED AND EPOXIED ANCHORS	EACH APPLICATION, ALL DRILLED AND EPOXIED ANCHORS (REBAR, BOLTS, THREADED RODS ETC.) SHALL BE PULL TESTED TO 110% OF THE ULT. BOND STRENGTH FOR NO LESS THAN 3 MIN.	
INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS	PERIODIC	ACI 318: 6.1.1
SOLIS (SLAB-ON-GRADE) SUB-GRADE PREPARATION		
VISUAL OBSERVATIONS	PERIODIC	GEOTECHNICAL REPORT, BUILDING PAD GENERAL NOTES
PROOFROLLING OBSERVATIONS	CONTINUOUS	GEOTECHNICAL REPORT, BUILDING PAD GENERAL NOTES
MOISTURE CONDITIONS & RECOMPACTION	CONTINUOUS OR PERIODIC, 1 DENSITY TEST FOR EACH	GEOTECHNICAL REPORT, BUILDING PAD GENERAL NOTES
DURING FILL PLACEMENT	CONTINUOUS OR PERIODIC	IBC 1704.7.3 GEOTECHNICAL REPORT; BUILDING PAD GENERAL NOTES

SHOP DRAWINGS & SUBMITALS

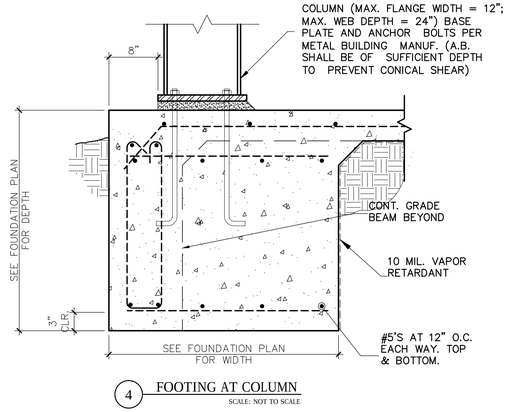
1. SHOP DRAWINGS SHALL BE PREPARED AND SUBMITTED FOR REVIEW TO THE STRUCTURAL ENGINEER FOR EACH STRUCTURAL BUILDING MATERIAL AS INDICATED IN THE STRUCTURAL GENERAL NOTES AND THE CONTRACT SPECIFICATIONS. SEE THE CONTRACT SPECIFICATIONS FOR SUBMITTAL PROCEDURES AND ADDITIONAL INFORMATION.
2. SHOP DRAWINGS SHALL USE DRAFTING LINE WORK AND LETTERING THAT IS CLEARLY LEGIBLE. SHOP DRAWINGS SHALL NOT CONTAIN REPRODUCTIONS OF THE CONTRACT DRAWING PLANS OR DETAILS.
3. SHOP DRAWINGS SHALL NOT SHOW MATERIALS FOR MORE THAN ONE LEVEL OF THE SAME PLAN.
4. SHOP DRAWINGS SHALL SHOW CLEAR AND COMPLETE INFORMATION FOR THE FABRICATION (DETAIL SHEETS AND/OR MATERIAL LISTS) AND INSTALLATION.
5. ALLOW A MINIMUM OF (2) WEEKS FOR REVIEW



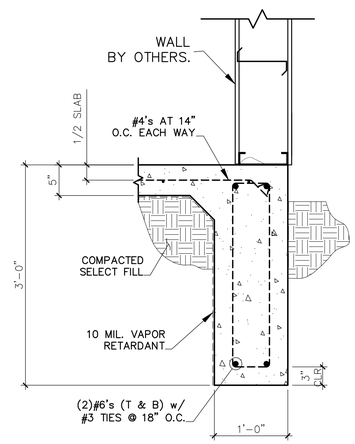
11 TYP. REINF. @ INT. OF CONC. FTG'S.
SCALE: NOT TO SCALE



7 PLAN VIEW
SCALE: NOT TO SCALE

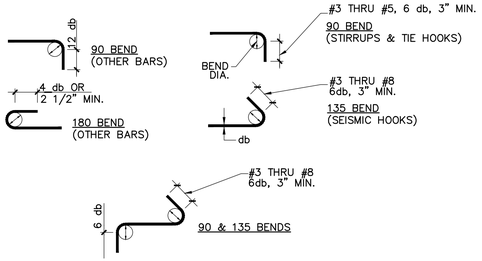


4 FOOTING AT COLUMN
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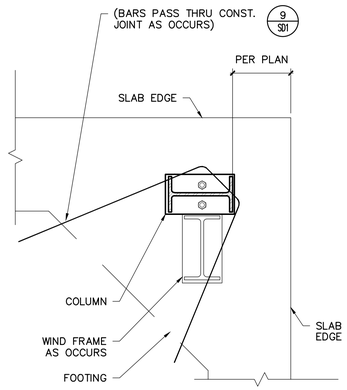


1 EXTERIOR GRADE BEAM
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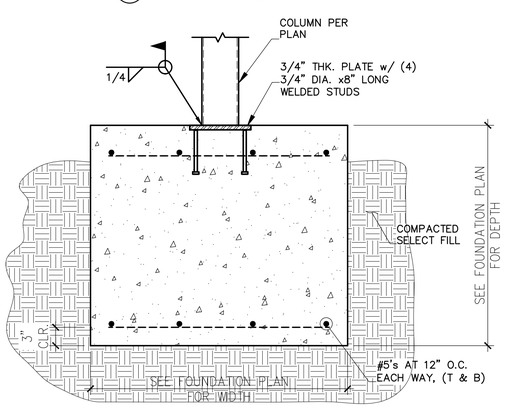
DIAMETER OF BENDS	
STIRRUPS AND TIES	4 db FOR #3 THRU #5 BARS
	6 db FOR #6 THRU #8 BARS
ALL OTHERS	6 db FOR #3 THRU #8 BARS
	8 db FOR #9 THRU #11 BARS
	10 db FOR #14 THRU #18 BARS



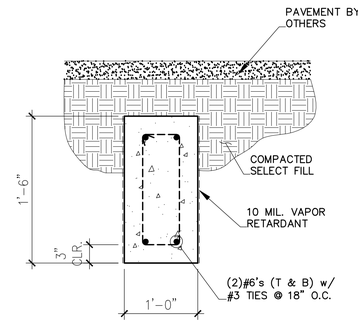
12 STANDARD HOOKS
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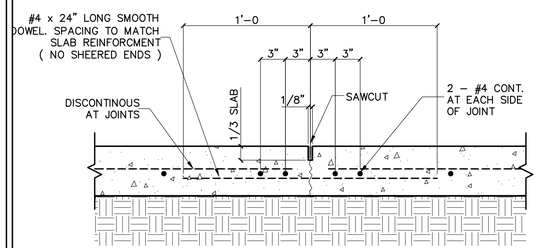
8 PLAN VIEW
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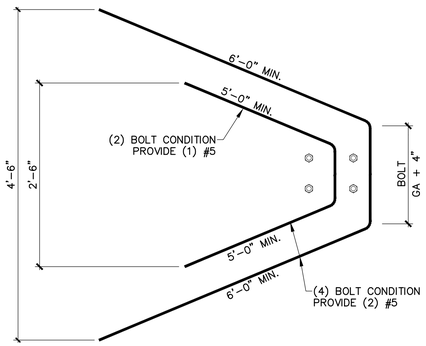
5 FOOTING AT COLUMN
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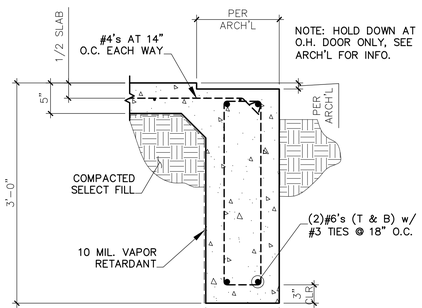
2 GRADE BEAM
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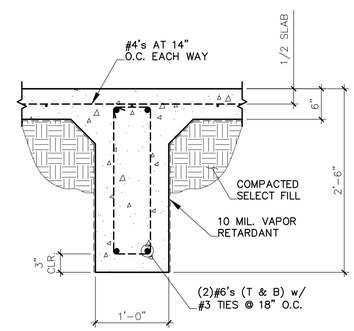
CONTRACTION JOINT @ POUR STOPS



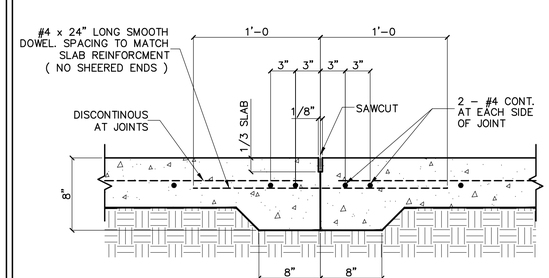
9 PLAN VIEW, TRUST BARS
SCALE: NOT TO SCALE



6 EXTERIOR GRADE BEAM
SCALE: NOT TO SCALE

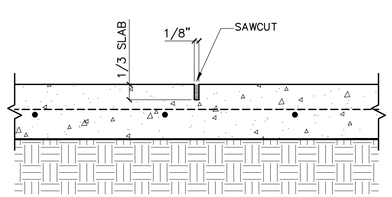


3 INTERIOR GRADE BEAM
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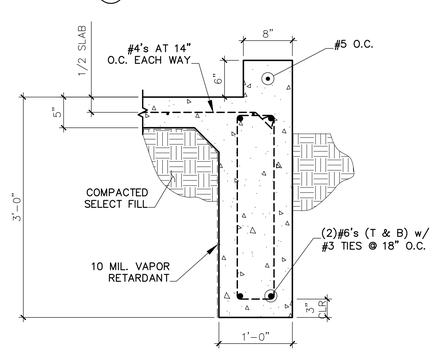


CONSTRUCTION JOINT @ POUR STOPS

13 CONSTRUCTION / CONTRACTION JOINT
SCALE: NOT TO SCALE



10 CONTROL JOINT
SCALE: NOT TO SCALE



7 EXTERIOR GRADE BEAM
SCALE: NOT TO SCALE

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
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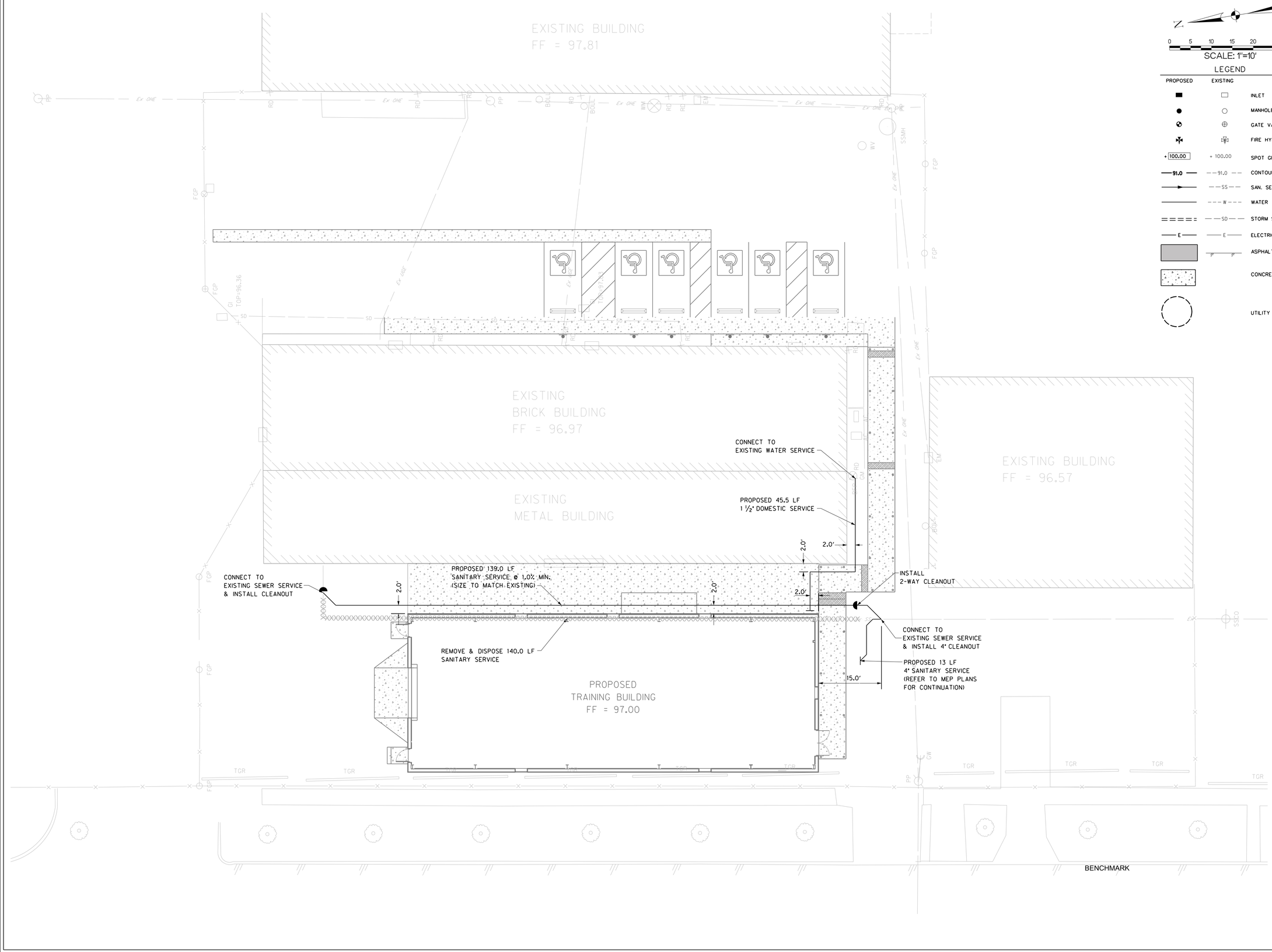
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THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

MENTON J. MURRAY, P.E. 87004 8/18/11

PRELIMINARY
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Project No.:	
Issued:	
Drawn By:	
Checked By:	
Scale:	
Sheet Title	FOUNDATION DETAILS
Sheet Number	S4.01

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ROBERT L. SAENZ, P.E. 82072 08/25/11

Project No.:	28237
Issued:	AUGUST 2011
Drawn By:	MD
Checked By:	RLS
Scale:	AS NOTED

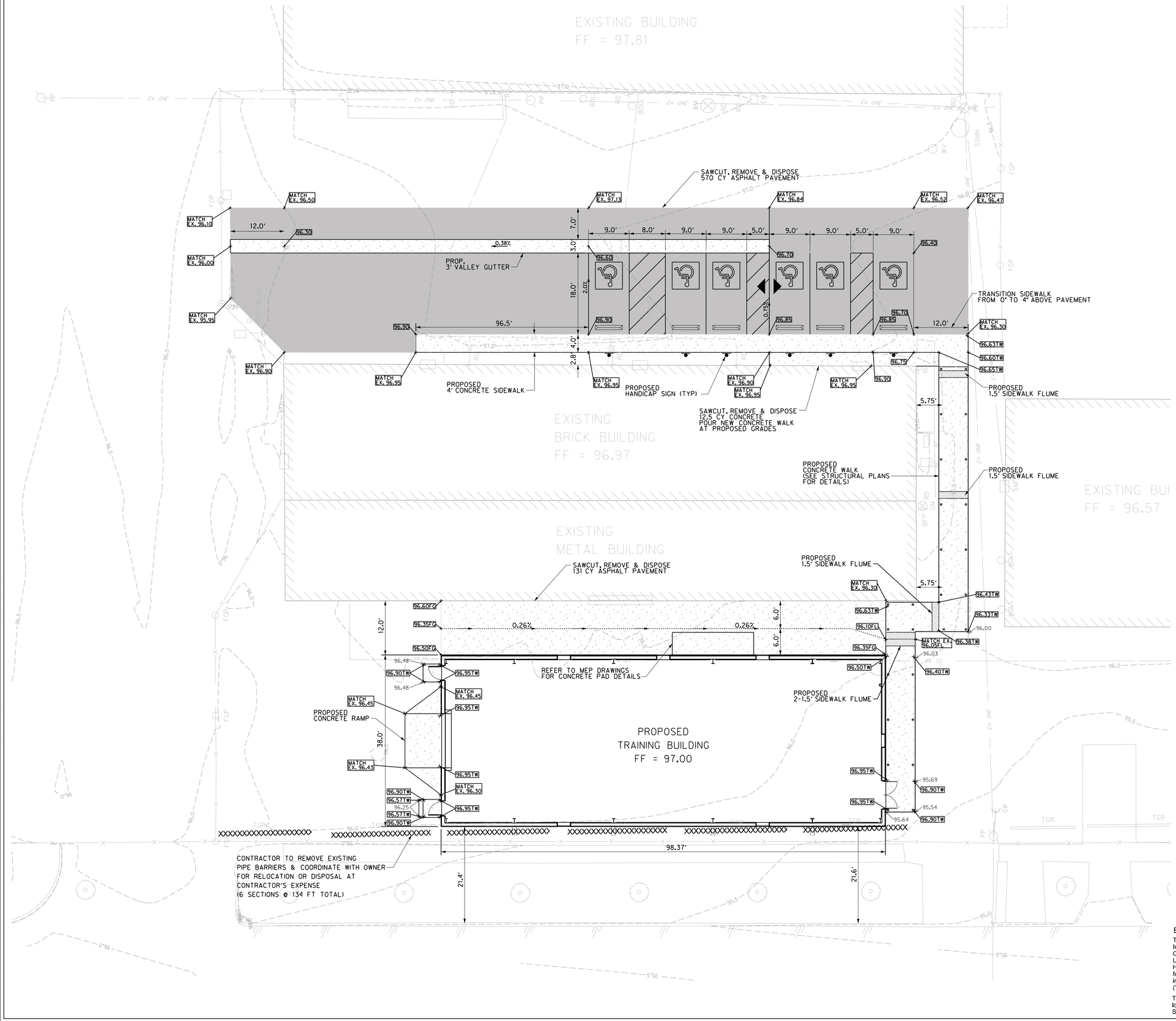
Sheet Title

UTILITY PLAN

C3.0

Sheet Number

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0 5 10 15 20 30

SCALE: 1"=10'

LEGEND

PROPOSED	EXISTING	
■	□	INLET
●	○	MANHOLE
		GATE VALVE & BOX
		FIRE HYDRANT
+ 100.00	+ 100.00	SPOT GRADE
91.0	91.0	CONTOUR
	SS	SAN. SEWER
	W	WATER
	SD	STORM SEWER
E	E	ELECTRIC LINE
		ASPHALT PAVEMENT
		CONCRETE
		UTILITY CROSSING

NOTE:

ALL ELEVATIONS ARE AT GUTTER UNLESS OTHERWISE NOTED.

FL = FLOW LINE
TW = TOP OF SIDEWALK
FG = FINISHED GRADE
FF = FINISHED FLOOR

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
EDINBURG, TEXAS

THE COUNTY OF HIDALGO TEXAS

HALFF

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Sheet Title
PAVING & GRADING PLAN

C2.0
Sheet Number

BENCHMARK

The elevations shown hereon are referenced to FEMA RM 16 as shown on the Flood Insurance Rate Map for the City of Edinburg, Texas as published by FEMA under Community-Panel Number 4803380020E with a Map revised date of June 6, 2000. Located about 0.7 miles north along U.S. Highway 281 from the courthouse at Edinburg, Hidalgo County, thence about 1.0 miles east along the Southern Pacific Railroad; about four poles east across the track from milepost 144, about 60 feet west of a crossing, and in the west end of the south headwall of a concrete culvert. A standard disk, stamped ("Z-654) 1942" Elevation 100.4666 NGVD 29.

The Site Temporary Benchmark (TBM) is a Square Cut found in front of a curb inlet located on the south side of West Lovett Street near the intersection of West Lovett Street and North 10th Avenue. Elevation 94.80.

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GENERAL CONSTRUCTION NOTES:

1) ALL IMPROVEMENTS TO BE IN ACCORDANCE WITH CITY OF EDINBURG CODES.

2) CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION.

3) CONTRACTOR TO PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS.

4) TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO BE IN ACCORDANCE WITH SPECIFICATIONS AND AS REQUIRED BY THE CITY OF EDINBURG AND THE TEXAS DEPARTMENT OF TRANSPORTATION (NO SEPARATE PAY).

5) CONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES SUCH AS SIGNS, LIGHTS, AND SIGNALS FOR THE SAFETY OF THE PUBLIC AND WORKERS, AS REQUIRED. (NO SEPARATE PAY)

6) CONTRACTOR TO BE RESPONSIBLE FOR PROTECTION AND/OR SAFETY OF THE WORK SITE, WORKERS, SUBCONTRACTORS, MATERIALS AND/OR EQUIPMENT.

7) CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR AND AT CONTRACTOR'S EXPENSE. ALL DIMENSIONS ARE TO FACE OF CURBS UNLESS SHOWN OTHERWISE.

8) MATERIAL TESTING SHALL BE PROVIDED BY THE OWNER. RE-TEST TO BE AT CONTRACTOR'S EXPENSE.

9) CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (IF REQUIRED), FOR APPROVAL BY THE CITY ENGINEERING OFFICE/TXDOT AREA OFFICE PRIOR TO CONSTRUCTION.

10) CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED AND AT CONTRACTOR'S EXPENSE.

11) ANY DAMAGE TO EXISTING PAVEMENT, DRAINAGE OR EXISTING STRUCTURES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION AT CONTRACTOR'S EXPENSE.

12) "THESE PLANS, PREPARED BY HALFF DO NOT EXTEND TO OR INCLUDE DESIGN OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF HALFF ASSOCIATES, INC. REGISTERED PROFESSIONAL ENGINEER (S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY THE HOUSE BILLS 662 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 70TH LEGISLATURE REGULAR SESSION."

13) CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY TEXAS ONE CALL FOR UTILITY LOCATIONS PRIOR TO ANY & ALL EXCAVATIONS.

14) CONTRACTOR TO COORDINATE WITH THE CITY OF EDINBURG ON WORK SCHEDULES, TESTING, GENERAL INSPECTION, AND EXISTING LINES.

15) CONTRACTOR TO EXERCISE CAUTION WHEN WORKING NEAR EXISTING FACILITIES AND/OR UTILITIES. ALL DAMAGE TO BE REPAIRED AT CONTRACTOR'S EXPENSE. ALL COSTS FOR INTERRUPTION OF GAS, ELECTRICAL, COMMUNICATIONS AND/OR WATER SERVICE DUE TO CONTRACTOR'S WORK SHALL BE BORNE BY THE CONTRACTOR.

16) INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CITY OF EDINBURG PERSONNEL WILL BE AVAILABLE FOR ASSISTANCE AND OPERATION OF VALVES AS REQUIRED. CONTRACTOR TO COORDINATE WITH OTHER UTILITIES COMPANIES,ELECTRICAL UTILITIES, GAS UTILITIES AND TELEPHONE UTILITIES.

17) ALL SPOIL MATERIAL AND DEBRIS SHALL BE DISPOSED OFFSITE BY CONTRACTOR IN A LEGAL MANNER. FURNISHING AND TRANSPORTATION OF ALL OFFSITE MATERIAL TO BE AT CONTRACTOR'S EXPENSE.

18) UPON COMPLETION OF CONSTRUCTION CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO INSURE NO AREAS OF PONDING ARE PRESENT.

19) CONCRETE NOTES:
   A) ALL CONCRETE WORK TO BE FORMED, UNLESS OTHERWISE APPROVED.
   B) ALL CONCRETE TO BE 3000-PSI MINIMUM AT 28 DAYS, UNLESS OTHERWISE SHOWN. STRENGTH TO BE DETERMINED BY CYLINDER BREAK TEST.
   C) ALL REINFORCING STEEL TO BE ASTM A-615, GRADE 60, UNLESS OTHERWISE SHOWN.
   D) ALL EXPOSED CONCRETE WORK TO BE CHAMFERED.

20) CONTRACTOR TO INSURE SAME DAY ACCESS TO ALL RESIDENCES AND BUSINESSES ADJACENT TO CONSTRUCTION.

21) DEMOLITION, REMOVAL & DISPOSAL OF ALL EXCESS CONCRETE, CURBS, RUBBLE, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.

22) ALL TRAFFIC CONTROL / TRAFFIC SAFETY SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CRITERIA.

PAVING CONSTRUCTION NOTES:

1) HOT MIX ASPHALT CONCRETE TO BE IN ACCORDANCE WITH TXDOT SPECIFICATION TYPE "D"

2) SUBGRADE EXCAVATION AND RECOMPACTION TO BE INCLUDED IN PRICE BID PER SQUARE YARD FOR "LIME TREATED SUBGRADE."

3) CONTRACTOR TO FILL BEHIND CURBS AND WALKS AND SHAPE TO ENSURE PROPER DRAINAGE.

4) CONTRACTOR SHALL "LAY DOWN" CURB SECTION AT DRIVEWAYS LOCATIONS SHOWN ON DRAWINGS. CONTRACTOR SHALL BE REQUIRED TO GRADE FROM EXISTING DRIVES AND PARKING AREAS TO MATCH GRADES AND ALLOW SMOOTH TRANSITIONS AND PROPER DRAINAGE. (NO SEPARATE PAY)

5) CONSTRUCTION JOINTS TO EXISTING PAVEMENT SHALL BE MADE BY EITHER CUTTING BACK EXISTING TO PRODUCE A SLIGHTLY BEVELED EDGE FOR THE FULL THICKNESS OF THE WEARING COURSE OR A SUITABLE LAP JOINT SHALL BE MADE. SAW CUTTING REQUIRED.

6) NO TRAFFIC SHALL BE ALLOWED ON THE FINISHED WEARING SURFACE UNTIL AT LEAST 12 HOURS AFTER COMPLETION OF ROLLING.

7) WHEN TYING INTO EXISTING CURB, EXPOSE REBAR AND FORM EXPANSION JOINT PER DETAIL.

8) ANY SETTLEMENT UNDER PAVEMENT DUE TO INADEQUATE COMPACTION OF UTILITY LINE BACKFILL SHALL BE CAUSE FOR RECOMPACTION OF TRENCH AND REPLACEMENT OF PAVEMENT SECTION AT CONTRACTOR'S EXPENSE.

9) HOT MIX ASPHALT CONCRETE TRANSPORT TRUCKS TO BE EQUIPPED WITH CANVAS COVERS TO BE UTILIZED DURING MATERIAL HAULING. MATERIAL DELIVERED TO SITE AT IMPROPER TEMPERATURE SHALL BE REJECTED. HOT MIX SHALL BE LAID AT A MINIMUM TEMPERATURE OF 225°F

UTILITY GENERAL NOTES:

1) CONTRACTOR TO CONTACT ALL UTILITY COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING FACILITIES. UTILITY COMPANIES TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING :

CITY OF EDINBURG	(956) 388-8212
TEXAS ONE CALL	(800) 245-4545
DIG TESS	(800) DIG-TESS
TEXAS GAS SERVICE	(800) 959-5325
AT&T TEXAS	(800) 288-2020
TIME WARNER CABLE	(800) 222-5355
AEP TEXAS	(800) 344-8377

2) CONTRACTOR TO EXPOSE ANY EXISTING UTILITY THAT MAY BE IN CONFLICT PRIOR TO START OF EXCAVATION.

3) ALL EXISTING UTILITIES SHOWN ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE ENGINEER NOR THE CITY TAKE RESPONSIBILITY FOR ACCURACY OF LOCATION.

4) CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO EXISTING DRIVEWAY OR PROVIDE/MAINTAIN ALTERNATIVE ALL-WEATHER ROUTES.

5) ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION. TRENCHES OR EXCAVATIONS MAY NOT BE LEFT OPEN OVERNIGHT.

6) ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

7) ALL CONSTRUCTION MATERIALS TESTING WILL BE COORDINATED THROUGH THE OWNER.

8) WORK REQUIRED TO BE INSPECTED BY THE CITY SHALL OCCUR DURING REGULAR WORKING HOURS, MONDAY THROUGH FRIDAY, NO WORK TO OCCUR DURING CITY HOLIDAYS, NON-WORKING HOURS, MONDAY THROUGH FRIDAY, AND WEEKENDS UNLESS APPROVED BY THE CITY. INSPECTION OVERTIME COSTS TO BE PAID BY CONTRACTOR.

9) USE CLASS 'B' EMBEDMENT FOR UTILITY TRENCHES UNDER PAVEMENT.

10) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS FROM THE SITE.

WATERLINE CONSTRUCTION NOTES:

1) ALL WATER LINES TO BE C-900 CLASS 150 PVC UNLESS OTHERWISE NOTED.

2) DOUBLE CHECK VALVE WILL BE REQUIRED WHEN FILLING NEW WATERLINE FOR PRESSURE TESTING.

3) ALL WATER & WASTEWATER COLLECTION LINE CROSSING TO BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATION, CHAPTER 290 & 217.

4) CONTRACTOR TO FIELD LOCATE EXISTING METERS & PROPOSED SERVICE CONNECTION LOCATIONS PRIOR TO CONSTRUCTION OF MAIN.

5) CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING LINES TO BE TIED IN TO NEW MAIN PRIOR TO SETTING LOCATION OF TIE-IN TEE & VALVE ON MAIN.

6) WATERLINE MAINS TO BE HYDROSTATICALLY & BACTERIOLOGICALLY TESTED PER CITY OF EDINBURG REQUIREMENTS PRIOR TO TIE-INS. CITY OF EDINBURG APPROVAL OF TESTING IS REQUIRED.

7) CONTRACTOR TO STAMP CURB AND GUTTER WITH "W" AT LOCATION OF WATER SERVICE LINES FOR VACANT LOTS FOR FUTURE USE.

8) CONTRACTOR SHALL MAINTAIN AS MINIMUMS 10 FEET HORIZONTAL AND 2 FEET VERTICAL SEPARATION BETWEEN WATER LINES AND ANY OTHER SEWER.

9) NO WATER JETTING ALLOWED, MECHANICAL COMPACTION REQUIRED.

10) FIRE HYDRANTS SHALL BE PLACED 3.0 FEET BEHIND BACK OF CURB AND FLANGE SHALL BE 6 INCHES ABOVE GRADE.

11) CONTRACTOR SHALL MAINTAIN A MINIMUM OF 3.0 FEET OF COVER ON ALL WATER LINES.

12) FITTINGS TO BE USED ON DEFLECTIONS AS NEEDED.

13) CONTRACTOR IS RESPONSIBLE FOR INSTALLING VALVES, FITTINGS, AND ALL INCIDENTALS AS NEEDED FOR A COMPLETE IN PLACE SYSTEM AND SHALL BE SUBSIDIARY TO PIPE INSTALLATION.

WASTEWATER COLLECTION LINE CONSTRUCTION NOTES:

1) ALL PROPOSED SEWER LINES WILL BE SDR 26 PIPE MATERIAL (UNLESS OTHERWISE NOTED).

2) CONTRACTOR TO PROVIDE DEFLECTION TEST IN ACCORDANCE WITH TCEQ CHAPTER 217.57 (b). MANDRAL TO BE PULLED IN BOTH DIRECTIONS

3) CONTRACTOR TO PROVIDE LOW PRESSURE AIR TEST IN ACCORDANCE WITH TCEQ CHAPTER 217.57 (a), (1). 30 DAYS AFTER INSTALLATION. NO WATER TEST ALLOWED.

4) CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING UTILITIES & FACILITIES PRIOR TO CONSTRUCTION.

5) ALL CROSSING OF WASTEWATER COLLECTION LINES AND WATERLINES CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATIONS CHAPTER 290 AND 217.

6) CONTRACTOR TO PROVIDE LEAKAGE TEST FOR MANHOLE IN ACCORDANCE WITH TCEQ CHAPTER 217.58 (a), (b) OF THE STATE WASTEWATER CODE NO WATER TEST ALLOWED.

7) CONTRACTOR TO STAMP CURB AND GUTTER WITH "S" AT LOCATION OF WASTEWATER SERVICE LINES FOR VACANT LOTS.

8) NO WATER JETTING ALLOWED, MECHANICAL COMPACTION REQUIRED.

9) ALL STRUCTURES TO BE ADJUSTED BY THE CONTRACTOR TO MEET FINAL GRADES. A MAXIMUM OF 2 FEET OF THROAT RINGS WILL BE ALLOWED.

HIDALGO COUNTY
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Checked By:	RLS
Scale:	AS NOTED

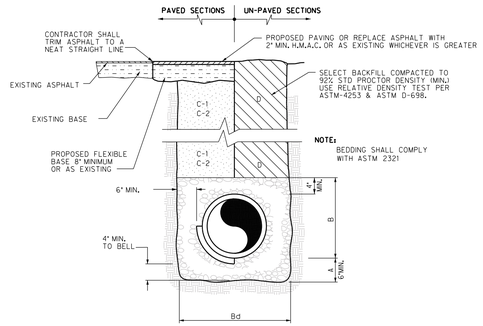
Sheet Title

GENERAL NOTES

C1.0

Sheet Number

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A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID (MIN. THICKNESS = 6"). PIT RUN GRAVEL ¾" MAX. SIZE.

B. GRAVEL PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 4" ABOVE THE TOP OF PIPE. PIT RUN GRAVEL ¾" MAX. SIZE.

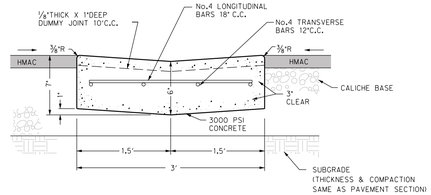
Bd. TRENCH WIDTHS SHALL BE EQUAL TO PIPE BELL O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321.

C-1. CITY STREETS, PARKING AREA, DRIVEWAYS: SELECTED BACKFILL SHALL BE PLACED IN 8" LIFTS MECHANICALLY COMPACTED TO 95% MODIFIED PROCTOR DENSITY.

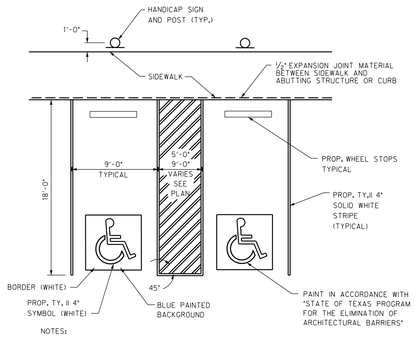
C-2. STATE MAINTAINED ROADWAYS: SAND/CEMENT STABILIZED BACKFILL, WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. SELECTED EARTH BACKFILL MECHANICALLY COMPACTED TO 92% STD. PROCTOR DENSITY (12" LIFTS). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURAL BACKFILL MATERIAL SHALL BE AS APPROVED BY THE ENGINEER.

SANITARY SEWER BEDDING
NTS



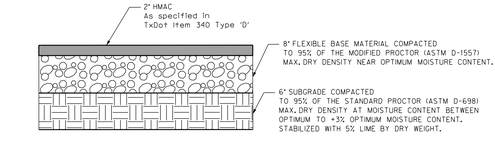
TYPICAL VALLEY GUTTER SECTION
NTS



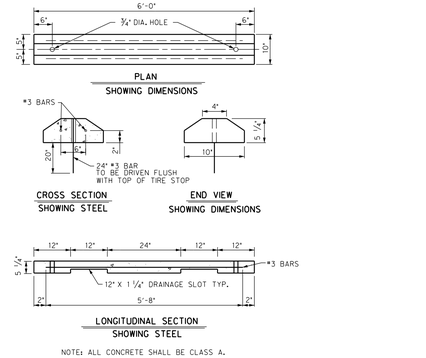
NOTES:

1. ALL STRIPING SHALL BE A HI-PERFORMANCE ZONE MARKING PAINT AND SHALL BE PLACE PER MANUFACTURE RECOMMENDATIONS. GORILLA PAINT BY AEXCEL OR APPROVE EQUAL
2. ALL SIGNS AND MARKINGS SHALL BE PLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, UNLESS OTHERWISE SHOWN OR DIRECTED.

TYPICAL HANDICAP PARKING SPACE DETAIL
NTS

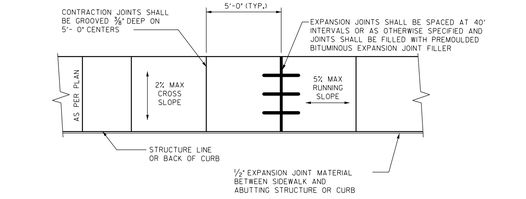


ASPHALT PAVEMENT SECTION
NTS

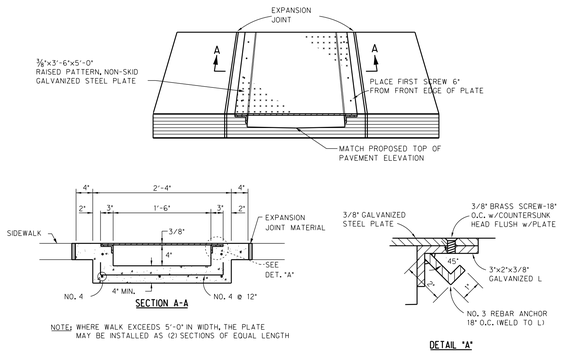


NOTE: ALL CONCRETE SHALL BE CLASS A.

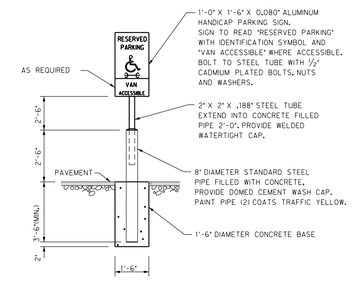
CONCRETE WHEEL STOP WITH DRAINAGE SLOTS DETAIL
NTS



CONCRETE SIDEWALK DETAIL
NTS



CONCRETE FLUME & SIDEWALK FLUME DETAIL
NTS



HANDICAP SIGN & SUPPORT
NTS

HALFF
DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.A.E. FIRM REGISTRATION #19734
3000 WEST MILITARY SUITE 100
McALLEN, TEXAS 78503
TEL (956) 664-0288
FAX (956) 664-0282
1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-0877

HIDALGO COUNTY
ELECTIONS WAREHOUSE RENOVATION
EDINBURG, TEXAS

Revision No.	Date	Description

PRELIMINARY

FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW PURPOSES ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMITTING. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

ROBERT L SAENZ, P.E. 82072 08/25/11

Project No.:	28237
Issued:	AUGUST 2011
Drawn By:	MD
Checked By:	RLS
Scale:	AS NOTED

Sheet Title: MISCELLANEOUS DETAILS

C4.0
Sheet Number

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AI-28202 **23. B. 1.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Change Order #1 in the amount of $7,000.00 as submitted by Saenz Utility Contractors to Urban County (UCP-Contract #C-5209-91-0309-5000-9100-UCP-MC) and Precinct #1 (approved by CC 01-11-11) as the result of the addition and subtraction of quantities for Encinal #2 Subdivision due to redesign changes; and

b. Approval to pay the Change Order #1 amount of $7,000.00 as included in Invoice No. 4 with a grand total amount of $67,172.10 (previously approved by CC on 07/19/11) subject to Auditor's Office processing procedures with County Treasurer issuing check; and

c. Acceptance and approval of the "Certificate Of Construction Completion" for the construction of Encinal No.2, Los Alamos and Olivarez #2 Subdivision project as submitted to Urban County and Precinct #1 by Saenz Utility Contractors pursuant to UCP Contract #5209-91-0309-5000-9100-UCP-ML (previously submitted and approved by CC on 07/19/11).

BACKGROUND

This was an Urban County project in conjunction with Precinct Number One and as approved by CC on 01/11/11. Urban County's allocation in the amount of $472,165.80 from Year 22 (2009) CDBG-R with Precinct's funding and as approved in the amount of $60,172.10 with the additonal change order number one amount of $7,000.00 to be included with grand total amount of $67,172.10 to be paid by Precinct One.

Commissioners Court on July 19, 2011 with AI#27473 approved the request for approval and acceptance of request for payment of Invoice No. 4 in the amount of $67,172.10 however, since this portion would be paid by Precinct Number One, the Change Order Number One and the Certificate Of Construction Completion would first require approval and acceptance of both documents than the request and approval for payment of Invoice No. 4.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-093-0-733

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #658869 for Saenz Utility Contractors, LTD-Amount available as of 8-24-11 $7,000.00 in relation to Change Order #1 for Encinal #2 Alamos & Olivarez #2 S/D.

This project was completed in collaboration with Urban Co. Program and Pct. 1. The amount of $67,172.10 including Change Order #1 for $7,000.00 is Pct. 1's portion of the total project costs.

Attachments

PREVIOUS AGENDA ITEM

INVOICE #4 AND CERTIFICATE OF COMPLETION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/24/2011 02:29 PM
Budget & Management	Merlen P. Munoz	08/24/2011 02:33 PM
Ivan Cantu	Ivan Cantu	08/24/2011 03:34 PM

Auditor's Office Angela Garcia 08/25/2011 10:13 AM

Form Started By: Vangie Garcia Started On: 08/23/2011 01:58 PM

Final Approval Date: 08/25/2011

CC Approved July 19,2011

L3080.00.000.0055.00	Punit Ahluwalia	$3602.86

10. Membership Dues:

A. AI-27472 Auditor's Office:
Requesting approval to pay the 2011-2012 AICPA membership dues in the amount of $215.00 for Raymundo Eufracio, CPA, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

approved

11. Budget & Management:

A. AI-27529 1. Approval to transfer $547,468.04 to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield Insurance Claims paid for period 06/25/2011 to 07/08/2011.

06/25-30/2011	$ 216,029.03
07/01-01/2011	$ 92,908.42
07/02-08/2011	$ 238,530.59
TOTAL:	$ 547,468.04

2. Approval of wire transfer to cover claims paid.

approved

B. AI-27556 General Fund Fringe Benefits Sweep (1100):
Approval to transfer lapsed General Fund fringe benefits from various departments to the Countywide Adm.-Contingency account.

approved

12. IT Department - Renan Ramirez:

A. AI-27482 Comm. Pct. #3:
Authorization to deactivate cellular service through the County's membership/participation with CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Employee Name:	Employee Number:	Cell Phone Number:
Enrique Chavez	088471	956-587-2141

approved

13. Purchasing Dept:
Notes:
A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. AI-27478 Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) for:

1. Health and Human Services;
2. Substance Abuse Treatment Facility.

approved

B. AI-27473 Acceptance and approval of Precinct No. 1's request for payment of Invoice #4-$67,172.10 from Saenz Utility Contractors, LTD through PO #658869 in connection to an Urban County Program Project-UCP Contract No: 5209-91-0309-5000-9100-UCP-ML (approved-CC-01/11/11-AI#24727) and Hidalgo County Precinct #1 for Flood Drainage Improvements at Encinal #2/Los Alamos Subdivisions and Olivarez #2 Subdivision, as recommended for

approved

CC Approved July 19, 2011

CC Approved July 19,2011

payment by project engineer SAM Engineering & Surveying, Inc.

C. AI-27467 Tax Office:

approved

1. Requesting authority to enter into a 36-month new copier (capital) lease for a WC3550X printer through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #198299 in the amount of $64.61/month, effective upon approval. (1-1100-415-15-140-001-0-780);

approved

2. Requesting authority to enter into a 6-month software maintenance agreement through our membership/participation with (DIR) Department of Information Resources awarded vendor CASO Document Management DIR-SDD-1429 through requisition #198460 in the amount of $22,817.96, effective upon approval. (1-1246-415-15-140-003-0-336);

JP PCT 1, PL 2:

approved

Requesting authority to enter into a 48-month new copier (capital) lease agreement through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor IKON Office Solutions, Inc. contract #299-08 through requisition #198464 in the amount of $147.00/month for JP PCT 1, PL 2. (1-1100-412-00-062-001-0-780).

D. AI-27549

approved

Requesting acceptance and approval of Invoice No. 1 in the amount of $7,875.00, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-11-032B-06/14 Construction Managemnt services for Sheriff's Office Substation in the Precinct No. 1 Area, with authorizatoin for Auditor process and County Treasurer issue payment/check.

E. AI-27544

approved

Acceptance, and approval of Request for Payment of Invoice No. 451301/01/XV in the amount of $2,296.90, from Dannenbaum Environmental Corp., contracted engineer for the "Improvements to the Existing Los Ebanos Pavilion." C-09-253-10-06 (Work Authorization No. 1)

F. AI-27532

approved

Acceptance and approval of request for payment on invoice No. 11050 in the amount of $5,318.90 submitted by Javier Hinojosa Engineering, contracted project engineer for "Bentsen Palm Drive Drainage outfall". C-10-200-05-25

G. AI-27538

approved

Acceptance and approval of Invoice # 11323843 in the amount of $6,982.68, from L & G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation," C-11-054-04-12.

H. AI-27143

Daniel Flores, Buildings Maintenance Manager, Hidalgo County Facilities Management is formally requesting the removal of the following Fixed Assets form the inventory:

approved

Asset Number	Description	Aquired Date
2082	Chair, Wood Arm Opera (210)	04/30/53
11775	3-Wheel Electric Golf Cart	04/25/83
17024	Executive Desk-Paoli Model TP3672	03/31/86
17413	Chair-Wood W/Arms	04/30/53
17414	Chair-Wood W/Arms	04/30/53
17272	Epson Equity II-PC	06/17/86
17774	G E Radio Mobile	08/19/86
17775	G E Radio Mobile	08/19/86
18002	Wayne Gasoline Pump	05/15/74
18003	Wayne Gasoline Pump	05/15/74
23462	Burnisher By Hako Minuteman	05/31/91
23597	Sharp SF-7320	06/28/91
28829	VHF Desk Top Repeater Kenwood	04/25/95
31565	AMD Processor	02/24/98
31627	Bush Saratoga Book Shelf	01/30/98

CC Approved July 19, 2011

APPROVED

AI-27473 13.B.

Payment Of Invoice No. 4-Saenz Utility Contractors in relation to Encinal #2, Los Alamos & Olivarez #2 UCP

CC CONSENT

Date: 07/19/2011
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of Precinct No. 1's request for payment of Invoice #4-$67,172.10 from Saenz Utility Contractors, LTD through PO #658869 in connection to an Urban County Program Project-UCP Contract No: 5209-91-0309-5000-9100-UCP-ML (approved-CC-01/11/11-AI#24727) and Hidalgo County Precinct #1 for Flood Drainage Improvements at Encinal #2/Los Alamos Subdivisions and Olivarez #2 Subdivision, as recommended for payment by project engineer SAM Engineering & Surveying, Inc.

BACKGROUND

This was an Urban County Project for Hidalgo County Precinct No.1 as approved by Commissioners Court on 01/11/11. Amount allocated from Urban County Program from Year 22 (2009) CDBG-R in the amount of $472,165.80 with Precinct No.1's funding in the amount of $60,172.10 to include Change Order #1 in the amount of $7,000.00 (authorized and approved by Commissioner Quintanilla and Diana Serna) bringing Precinct No.1's total of invoice payment in the amount of $67,172.10 with grand total for project in the amount of $539,337.90.

Urban County has paid their portion of the project in the amount of $472,165.80 to Saenz Utility Contractors, LTD.

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-121-093-0-733
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #658869 for Saenz Utility Contractors, LTD; amount available as of 7-13-11 $67,172.10 in relation to Encinal #2, Olivarez #2 project.

This project was completed between Pct. 1 and Urban Co. Program. The amount of $67,172.10 is Pct. 1's portion of the total project costs.

Attachments

Link: INVOICE SUPPORTING DOCUMENTATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/12/2011 04:36 PM	APRV
2	Budget & Management	Merlen P. Munoz	07/12/2011 04:46 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/13/2011 10:23 AM	APRV
4	Auditor's Office		07/15/2011 04:42 PM	NEW

Form Started By: Vangie Garcia

Started On: 07/12/2011 09:03 AM

Final Approval Date: 07/15/2011

SAM Engineering and **S**urveying, Inc.

SAMES

200 South Cage Blvd., Pharr, Texas 78577, P.O. Box 3353 (Edinburg,78540)

May 24, 2011

Joel Quintanilla
Commissioner
Hidalgo County Precinct #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Letter of Recommendation for Invoice #4 and Final
HUD CDBG-R Flood Drainage Improvements
Encinal #2/ Los Alamos Subdivisions and Olivarez #2 Subdivision
Bid No. 5209-91-0309-5000-9100-UCP-ML

Commissioner Quintanilla,

Please find attached, Saenz Utility, Invoice No. 4 (fourth and final) for work completed on the above-mentioned project. This invoice reflects work done up to May 16, 2011 on Hidalgo County Precinct #1 Street and Drainage Improvements for the Encinal Subdivision Project. We have checked the quantities and the amount invoiced and found everything to be correct. Please accept our recommendation that this invoice in the amount of $67,172.10 be paid as submitted. Included in the package is the certificate of construction completion documents and close-out documents.

We are available to answer any questions regarding this matter. In addition, proceed with closing the project contract and releasing the contractor from any further responsibilities.

Respectfully Submitted,

Samuel Maldonado, P.E., R.P.L.S.,
Principal

S:\SAMES\ENG\ENG 2010\Eng 10.039_HC PCT 1 - ENCINAL #2 & LOS ALAMOS SUBD\Misc. Docs\Contractor's Invoice\Invoice #4\Inoive #4 (Encinal Sub).doc

HIDALGO COUNTY
URBAN COUNTY PROGRAM

PROJECT - REQUEST FOR PAYMENT

City/Precinct: Hidalgo County Precinct No.1
Project Name: Encinal#2, Los Alamos & Olivarez #2 Subdivision
Contractor: Saenz Utility Contractors, Ltd.
Address: 22290 N. FM 88
Address:
City/State: Edcouch, Texas ZIP: 78538

Account Number: 5209-91-0309-5000-9100-UCP-ML
Date: May 16, 2011
Request for Payment No: 4

Original Contract Amount	$ 532,337.90
Net Changes by Change Orders	$ 7,000.00
Total Contract Amount to Date	$ 539,337.90

Estimated % Project Completion to Date: 100 %

Total Completed to Date	$ 539,337.90
Add: Materials on Hand (verified by Engineer)	$ 0.00
Total Contract Earned	$ 539,337.90
Less: Retainage 10%	$ 0.00
Net Contract Earned	$ 539,337.90
Less: Previous Request for Payments	$ 472,165.80
Total Amount Due This Request	$ 67,172.10

Please accept the attached contractor's invoice as supporting documentation for this request for payment.
The project (is), (is not) on schedule as per contract time allowed.

Pedro Saenz 5/16/11
PREPARED BY (CONTRACTOR) DATE

APPROVED BY (ENGINEER) DATE

APPROVED BY (CITY/PRECINCT/UCP) DATE

ATTACHMENT "A"
PAYMENT REQUEST
TABULATION OF VALUES FOR ORIGINAL CONTRACT WORK PERFORMED

PROJECT: ENCINAL #2, LOS ALAMOS AND OLIVAREZ #2SUBDIVISION **PROJECT NUMBER:** 5209-91-0309-5000-9100-UCP-ML
OWNER: HIDALGO COUNTY PRECINCT No. 1
CONTRACTOR: SAENZ UTILITY CONTRACTORS, LTD.
ENGINEER: SAM ENGINEERING & SURVEYING

PAYMENT PERIOD FROM: 3/26/2011 to 4/20/2011 ESTIMATE NO: 4 FINAL

ITEM NO.	DESCRIPTON OF ITEM	CONTRACT QUANTITY	CONTRACT COST PER UNIT	CONTRACT AMOUNT	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT	% OF WORK COMPLETE
	DRAINAGE IMPROVEMENTS ENCINAL #2								
1.	1 1/2" HMAC PAVEMENT TYPE D (dence graded)	11656	6.60	$76,929.60		0.00	11656	76,929.60	100%
2.	6" FL BS (COMPACT 95% DENSITY)	12553	4.80	$60,254.40		0.00	12553	60,254.40	100%
3.	6" COMPACT LIME TREAT SUBGRADE 98% DENSITY	12553	3.20	$40,169.60		0.00	12553	40,169.60	100%
4.	PRIME COAT (MC-30) (0.2 GAL/SY)	2511	3.80	$9,541.80		0.00	2511	9,541.80	100%
5.	*3'X3' TYPE "C" GRATE INLET*	*4*	*2650.00*	*$10,600.00*		*0.00*		*0.00*	
6.	4'X6' TYPE "A" CURB INLET	6	2950.00	$17,700.00		0.00	6	17,700.00	100%
7.	CONCRETE HEADWALL	2	1950.00	$3,900.00		0.00	1	1,950.00	50%
8.	*18" RCP STORM DRAIN CLASS III*	*37*	*26.00*	*$962.00*		*0.00*		*0.00*	
9.	24" RCP STORM DRAIN CLASS III	1620	30.00	$48,600.00		0.00	1168	35,040.00	72%
10.	30" RCP STORM DRAIN CLASS III	500	36.00	$18,000.00		0.00	500	18,000.00	100%
11.	TRENCH SAFETY PROTECTION	1192	1.00	$1,192.00		0.00	1192	1,192.00	100%
12.	*ROADSIDE DITCH*	*3103*	*2.50*	*$7,757.50*		*0.00*		*0.00*	
13.	60" DIA. CONCRETE MANHOLE	3	2850.00	$8,550.00		0.00	2	5,700.00	67%
14.	CURB AND GUTTER	4760	6.50	$30,940.00		0.00	4760	30,940.00	100%
15.	VALLEY GUTTER	182	22.00	$4,004.00		0.00	182	4,004.00	100%
	DRAINAGE IMPROVEMENTS OLIVAREZ #2								
16.	24" RCP STORM DRAIN CLASS III	2330	29.00	$67,570.00		0.00	2330	67,570.00	100%
17.	60" DIA. CONCRETE MANHOLE	2	2850.00	$5,700.00		0.00	2	5,700.00	100%
18.	CONCRETE HEADWALL	1	1950.00	$1,950.00		0.00	1	1,950.00	100%
19.	3'X3' TYPE "C" GRATE INLET	10	2650.00	$26,500.00		0.00	10	26,500.00	100%
20.	TRENCH SAFETY PROTECTION	2330	1.00	$2,330.00		0.00	2330	2,330.00	100%
21.	BORE	238	250.00	$59,500.00		0.00	238	59,500.00	100%
22.	15" RCP CULVERTS	432	22.00	$9,504.00		0.00	432	9,504.00	100%
23.	18" RCP CULVERTS	63	26.00	$1,638.00		0.00	63	1,638.00	100%
24.	PROP 6.0' SWALE	4498	2.50	$11,245.00		0.00	4498	11,245.00	100%
25.	PROP CALICHE DRIVEWAY	590	10.00	$5,900.00		0.00	590	5,900.00	100%
26.	PROP ASPHALT DRIVEWAY	56	25.00	$1,400.00		0.00	56	1,400.00	100%
	TOTAL FOR PAGE			**$532,337.90**		**$ -**		**$ 494,658.40**	93%

ATTACHMENT "B"
PAYMENT REQUEST
CONTRACT CHANGE ORDER SUMMARY

PROJECT:	ENCINAL #2, LOS ALAMOS AND OLIVAREZ #2SUBDIVISION	PROJECT NUMBER:	5209-91-0309-5000-9100-UCP-ML
OWNER:	HIDALGO COUNTY PRECINCT No. 1		
CONTRACTOR:	SAENZ UTILITY CONTRACTORS, LTD.		
ENGINEER:	SAM ENGINEERING & SURVEYING		

PAYMENT PERIOD FROM: 3/26/2011 to 4/20/2011 ESTIMATE NO: 4 FINAL

		Approved Change Orders			Completed This Period		TOTAL TO DATE		
Change Order NO.	DESCRIPTON OF CHANGE ORDER	QUANTITY	COST PER UNIT	AMOUNT Increased (Decreased)	QUANTITY	AMOUNT	QUANTITY	AMOUNT	% Of Change Orders Complete
	DRAINAGE IMPROVEMENTS ENCINAL #2								
	1 1/2" HMAC PAVEMENT TYPE D (dence graded)	1282	6.60	$8,461.20		0.00	1,282	8,461.20	100%
	8" FL BS (COMPACT 95% DENSITY)	1270	4.80	$6,096.00		0.00	1,270	6,096.00	100%
	6" COMPACT LIME TREAT SUBGRADE 98% DENSITY	1270	3.20	$4,064.00		0.00	1,270	4,064.00	100%
	PRIME COAT (MC-30) (0.2 GAL/SY)	254	3.80	$965.20		0.00	254	965.20	100%
	3'X3' TYPE "C" GRATE INLET	4	2650.00	($10,600.00)				0.00	
	4'X6' TYPE "A" CURB INLET	1	2950.00	$2,950.00		0.00	1	2,950.00	100%
	CONCRETE HEADWALL	1	1950.00	($1,950.00)				0.00	
	18" RCP STORM DRAIN CLASS III	37	26.00	($962.00)				0.00	
	24" RCP STORM DRAIN CLASS III	452	30.00	($13,560.00)				0.00	
	30" RCP STORM DRAIN CLASS III	84	36.00	$3,024.00		0.00	84	3,024.00	100%
	TRENCH SAFETY PROTECTION	560	1.00	$560.00		0.00	560	560.00	100%
	ROADSIDE DITCH	3103	2.50	($7,757.50)				0.00	
	60" DIA. CONCRETE MANHOLE	1	2850.00	($2,850.00)				0.00	
	VALLEY GUTTER	146	22.00	$3,212.00			146	3,212.00	100%
	COVER ROADSIDE DITCHES AND GRADE NATURAL GROUNI	3103.01	2.69	$8,347.10		0.00	3103	8,347.10	100%
	EXTEND CONCRETE DRIVEWAYS AND RELOCATE BRICK MAILBOXES ON HAWK STREET AND 4 CONCRETE DRIVEWAYS ON DOVE STREET	1	7000.00	$7,000.00		0.00	1	7,000.00	100%
	Net Change			**$7,000.00**		**$ -**		**$ 44,679.50**	

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 20th DAY OF April, 20 11, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: January 11, 2011.
OWNER: Hidalgo County Precinct No.1.
CONSTRUCTION CONTRACTOR: Saenz Utility Contractors, Ltd.

OF THE CITY OF Edcouch, Texas STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF: Encinal No.2, Los Alamos and Olivarez #2 Subdivision

UCP CONTRACT NO.: 5209-91-0309-5000-9100-UCP-ML.

located in or near the City/Pct. of: Weslaco, Texas, Hidalgo County Precinct No. 1.

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: NONE

2. That the sum of N/A ($ 0.00), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$ 532,337.90
Present Amount of Contract	$ 539,337.90
Total Amount of earned to date	$ 539,337.90
Less: previous payments	$ 472,165.80
Balance	$ 67,172.10
Authorized deductions	$ 0.00
AMOUNT OF FINAL PAYMENT	$ 67,172.10

6. That the final payment in the amount of sixty-seven thousand one hundred seventy-two dollars and ten cents . ($ 67,172.10) is now due and payable.

ENGINEER'S NAME

CONCURRED BY:

Saenz Utility Contractors, Ltd.
CONTRACTOR'S NAME

BY: _____

TITLE: Manager

CONCURRED BY:

URBAN COUNTY PROGRAM

BY: DIANA R. SERNA

TITLE: UCP DIRECTOR

CONTRACTOR'S FINAL RELEASE WAIVER OF LIENS, AND AUTHORIZATION TO DISBURSE FUNDS

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

Pedro Saenz ,doing business as Saenz Utility Contractors, Ltd. , hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, **hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;"** on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated January 11, 2011, among Contractor, Owner, and the County of Hidalgo, State of Texas. City of Edinburg, Texas hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owner's payment of $ 67,172.10 through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or materials or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property

(or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understands and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the 16th day of MAY, 2011

Pedro Saenz
Signature

Pedro Saenz, Manager
Name and Title

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the 16th day of MAY, 2011, by Pedro Saenz, Manager
(title)

of and on behalf of SAENZ UTILITY CONTRACTORS, Ltd.
(a corporation) (a partnership) (an individual)

JOSE L. SAENZ
My Commission Expires
November 12, 2011

Jose L. Saenz
Notary Public, State of Texas

EXHIBIT "A"

Encinal #2, Los Alamos & Olivarez #2 Subdivision
Weslaco, Texas

EXHIBIT "B"

Alamo Concrete Products
Gaviota Sand Pit & Materials
Hanson Pipe & Precast
J&B Transport
Upper Valley Materials
Frontera Materials
Salinas & Sons Curb & Gutter
Lhoist North America (Chemical Lime)
J-III Concrete
Rio Valley Pipe

EXHIBIT "C"

NONE

PURCHASE ORDER
COUNTY OF HIDALGO

P.O. No. [illegible]

REQ. No.

Pur. Order Date [illegible]

VENDOR NUMBER [illegible]

VENDOR

[illegible]

FROM

URBAN COUNTY PROGRAM
[illegible]
PHARR, TX [illegible]

BILL TO: SAME AS ABOVE

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.
4. VENDOR MUST REPAY ALL SHIPPING COSTS. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUR NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		CDBGR PCT #1 FLOOD DRAIN IMPROVEM CONSTRUCTION INFRASTRUCTURE (ENCTNA: #2 LOS ALAMOS, OLIVAREZ #3)		
		Account A5209 01 0309.5200 PRJ11 5209 01 0309 5200		Amount [illegible]
		CONSTRUCTION--INFRASTRUCTURE		
				[illegible]

ACCOUNT NUMBER

TOTAL

SPECIAL INSTRUCTIONS (OPTIONAL)
HUD Activity # : 5615
Obligation : 45457
Grant/Year : CDBGR
Location : PCT 1
Fixed Asset # : N/A

TO THE COUNTY JUDGE
The above purchases are necessary in discharge of my duties.

LIQUIDATION AMOUNT

OFFICE OF THE PURCHASING DEPARTMENT		OFFICE OF THE COUNTY JUDGE	
Gloria R Kline	1-27-11		
SIGNATURE	DATE	SIGNATURE	DATE

SAM Engineering and **S**urveying, Inc.

SAMES

200 South Cage Blvd., Pharr, Texas 78577, P.O Box 3353 (Edinburg,78540)

March 15, 20011

Joel Quintanilla
Commissioner
Hidalgo County Precinct #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Letter of Recommendation for Change Order #1
HUD CDBG-R Flood Drainage Improvements
Encinal #2/ Los Alamos Subdivisions and Olivarez #2 Subdivision
Bid No. 5209-91-0309-5000-9100-UCP-ML

Commissioner Quintanilla,

Please find attached, Saenz Utility Contractors Change Order #1 for the above-mentioned project. This change order reflects the addition and subtraction of quantities for Encinal #2 Subdivision due to redesign changes. An itemized quantity sheet is attached showing all changes need for project completion.

We have checked the quantities and the amounts, and found everything to be correct. We recommend that this change order, in the amount of $7,000.00, be approved as submitted. The new contract amount will be $539,337.90. We are available to answer any questions regarding this matter.

Respectfully Submitted,

Samuel Maldonado, P.E., R.P.L.S.
Principal

TX FIRM REGISTRATION
NO. F-10602

APR 23 2011

w/attachments

S:\SAMES\ENG\ENG 2010\Eng 10.039_HC PCT 1 - ENCINAL #2 & LOS ALAMOS SUBD\Misc. Docs\Recommendation Letter for CO #1.doc

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

Hidalgo County Precinct #1 1902 Joe Stephens Ave. Weslaco, Texas 78596	DATE: March 14, 2011 CHANGE ORDER NO. #1
Saenz Utility Contractors 22290 N. F.M. 88 Edcouch, Texas 78538 Phone #: (956) 262-8506 Fax #: (956) 262-6493	PROJECT/NAME/ACCT. NO. Encinal #2, Los Alamos and Olivarez #2 Subdivisions

You are hereby requested to comply with the following changes from the contract plans and specifications:
Adjustments in quantities due to change in design to provide curb and gutter to all the subdivision. There was also conflicts on obtaining easements from lot #15 with resident, therefore a new route for the storm drainage had to be considered.

X	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices		Time Extension
	Quantitative Addition		Other

REASON: Design Change, due to easement acquisition problems and to provide curb and gutter to all subdivision.

Contract price prior to change order . . . . . $ 532,337.90

Net Increase/Decrease of this Change Order . . . . . $ 7,000.000

Contract Price with Change Order . . . . . $ 539,337.90

Increase/Decrease in time _____ days.

CITY/PCT. OFFICIAL — COMMISSIONER JOEL QUINTANILLA — DATE

CONTRACTOR — 3/15/11 — DATE

PROJECT ENGINEER - ARCHITECT — 3/15/2011 — DATE

UCP-25

REVISED: 05/22/00

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

(FOR URBAN COUNTY PROGRAM USE ONLY)

- [ ] Scope Increase
- [ ] Scope Decrease
- [ ] L/M Beneficiary Change/Impact
- [ ] Environmental Impact
- [ ] Quantitative Addition/Deletion
- [x] Final Quantitative Adjustment
- [ ] Other

- [x] Approved
- [ ] Disapproved

Title: Director

Signature: Diane R Flores Date: 3-25-11

Purchase Order

COUNTY OF HIDALGO

PO#: 658869

DATE: 06/09/11

VENDOR: 344079 REQ:00196801

Email:

Phone:

SAENZ UTILITY CONTRACTORS, LTD
22290 N FM 88
EDCOUCH TX 78538

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

Special Instructions: RM106

Contract No: UCP CONTRACT

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		
		UCP CONTRACT NO: S209-91-0309-5000-9100-UCP-ML APPROVED THRU COMMISSIONERS COURT ON 1/11/11 (AI-24727)		
1	EACH	CC UCP PROJECT CONSTRUCTION OF : ENCINAL NO.2, LOS ALAMOS AND OLIVAREZ #2 SUBD. (PCT#1 PORTION $67,172.10)	67,172.10	67,172.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		67,172.10

****

For Hidalgo County use only

1-1200-431-00-121-093-0-733 67,172.10

Approved

Authorized by: Martha L. Salazar

AI-24727 **18.B.**

CDBG-R Precinct No. 1 - Flood Drainage Improvements Project

CC REGULAR

Date: 01/11/2011
Submitted By: Hilda Bazan, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program for Hidalgo County Precinct No. 1 is requesting consideration and action to award and enter into construction contract with Saenz Utility Contractors, LTD. (lowest bidder meeting all specifications and/or requirements) for the HUD CDBG-R flood drainage improvements project. Total contract amount $532,337.90 utilizing Year 22 (2009) CDBG-R flood drainage improvement funds and Precinct No. 1 funds. The project consists of flood drainage improvements within the subdivisions of Encinal No. 2/Los Alamos and Olivarez No. 2 located in Precinct 1.

BACKGROUND

Hidalgo County Precinct No. 1 has requested and received bids for the flood drainage improvements for Encinal No. 2/Los Alamos and Olivarez No. 2 Subdivisions. SAM Engineering and Surveying, Inc. prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Department on December 8, 2010. After review, the project engineer recommended Saenz Utility Contractors, LTD. as the lowest of eight (8) bidders. (See attached recommendation letter from the SAM Engineering and Surveying, Inc. and copy of the bid tabulation.)

Contractor:	Saenz Utility Contractors, LTD
Funds Available:	$472,165.80 Year 22 (2009) CDBG-R Precinct No. 1 – Flood Drainage Improvements
Precinct No. 1 funds:	$ 60,172.10
Contract Amount:	$532,337.90

Fiscal Impact

FISCAL YEAR:
ACCT. #: Urban County Funds
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) CDBG-R Precinct #1 Flood Drainage Improvement funds and Precinct #1 funds for the flood drainage improvements to Encinal No. 2/Los Alamos and Olivarez No. 2 located in Precinct #1.

Attachments

Link: CDBG-R Pct. 1
Link: Flood Drainage Improvements Precinct #1
Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2011 01:57 PM	APRV
2	Perla Lopez	Perla Lopez	01/07/2011 03:10 PM	APRV
3	Auditor's Office		01/07/2011 06:01 PM	NEW

Form Started By: Hilda Bazan Started On: 01/07/2011 11:24 AM
Final Approval Date: 01/07/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: December 08, 2010 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: Hidalgo County Precinct No. 1-HUD CDBG-R Flood Drainage Improvements to Encinal No. 2 Subdivision/Los Alamos Subdivision and Olivarez No. 2 Subdivision

BID NO: 5209-91-0309-5000-9100-UCP-ML (ADDENDUM NO. 1 REQUIRED) PROCUREMENT SPECIALIST:

RFB NO.	Name of Company	Total	ADDENDUMS ACKNOWLEDGED	Bid Bond/ Cashier's Check Included
1.	IOC Construction , LLC	$567,009.40	No Addendum Acknowledged	Bid Bond Included
2.	Asago Construction	$558,282.00	Addendum # 1 Acknowledged	Bid Bond Included
3.	DK III Hornback R.F.D. Inc.	$557,530.55	Addendum #1 Acknowledged	Bid Bond Included
4.	MF Site Construction, Inc.	$560,501.53	Addendum #1 Acknowledged	Bid Bond Included
5.	REIM Construction, Inc.	$589,299.60	Addendum #1 Acknowledged	Bid Bond Included
6.	Saenz Utility Construction	$532,337.90	Addendum # 1 Acknowledged	Bid Bond Included
7.	JM Construction	$602,419.00	Addendum # 1 Acknowledged	Bid Bond Included
8.	Sascon, Inc.	$540,127.50	Addendum # 1 Acknowledged	Bid Bond Included
9.				

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.

CONSTRUCTION CONTRACT

This Agreement, entered into this 11th day of January by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **HIDALGO COUNTY PRECINCT #1** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **SAENZ UTILITY CONTRACTORS** (a corporation) of **Edcouch** , State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**ENCINAL #2/LOS ALAMOS SUBDIVISIONS AND OLIVAREZ #2 SUBDIVISION**
PROJECT #:	**5209-91-0309-5000-9100-UCP-ML**
PROJECT DESCRIPTION:	**"PAVING AND DRAINAGE IMPROVEMENTS"**

hereinafter called the project, for the sum of **($ 532,337.90) FIVE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED THIRTY SEVEN DOLLARS AND NINTY CENTS** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **SAM ENGINEERING & SURVEYING, INC.** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Pedro Saenz
Contractor

Name of Firm: Saenz Utility Contractors, Ltd

Address: 22290 FM 88
Edcouch, TX 78538

Fed. I.D. #/S.S. 47-0875517

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 14th day of January, 2011, by Pedro Saenz, Manager of and on behalf of Saenz Utility Contractors, Ltd.
(title) (a corporation) (a partnership) (an individual)

JOSE L. SAENZ
My Commission Expires
November 12, 2011

Jose L Saenz
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Diana R. Serna
Urban County Director

UCP RECOMMENDATION FORM

1.	OBLIGATION #:		PROCESSED BY
2.	VENDOR #:	344079	Nellie Flores
3.	VENDOR NAME:	SAENZ UTILITY CONTRACTORS, LTD	
4.	DESCRIPTION:	CDBG-R PRECINCT NO. 1	
	Encinal #2/ Los Alamos Subdivisions and Olivarez #2 Subdivision		
5.	GRANT & YEAR:	CDBG-R 2009	6. HUD ACTIVITY 6615
7.	INVOICE #:	RFP #1	8. INVOICE DATE: 2/25/2011
9.	CONTRACT AMOUNT:	$ 532,337.90	10. LOCATION: UCP
			11. P.O. #: 8503
12.	FIXED ASSET #:	N/A	13. SERIAL #: N/A
OR FINANCE USE ONLY)			(FOR FINANCE USE ONLY)
)UCHER #:			BATCH #
14.	DETAIL 1:	$106,993.80	
	DETAIL 2:		
	DETAIL 3:		
	DETAIL 4:		
15.	DISTRIBUTION 1: ACCT#	5209-91-0309-5000-9100	
	DESCRIPTION:	CDBG-R Flood Drainage Impr.	
	DISTRIBUTION 2: ACCT#		
	DESCRIPTION:		
	DISTRIBUTION 3: ACCT#		
	DESCRIPTION:		
	DISTRIBUTION 4: ACCT#		
	DESCRIPTION:		

IEREBY CERTIFY THAT I HAVE REVIEWED	URBAN COUNTY APPROVAL (DIRECTOR, DIVISION MANAGER)
3/10/11	3/10/11
:NATURE DATE	SIGNATURE DATE

/ISED: 10/05/04

*SAM E*ngineering and *S*urveying, Inc.

SAMES

200 South Cage Blvd., Pharr, Texas 78577, P.O. Box 3353 (Edinburg,78540)

January 6, 2011

Joel Quintanilla
Commissioner
Hidalgo County Precinct #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Letter of Recommendation for Saenz Utility Contractors Ltd
HUD CDBG-R Flood Drainage Improvements
Encinal #2/ Los Alamos Subdivisions and Elivarez #2 Subdivision
Bid No. 5209-91-0309-5000-9100-UCP-ML

Commissioner Quintanilla,
We have reviewed the unit base bid amount totals submitted from 8 construction companies for the above mentioned project. After review and tabulation of the unit base bid bids, Saenz Contractors, Ltd., has submitted the lowest base bid proposal of $532,337.90. Sascon Inc., DK III Hornback R.F.D. Inc., Asago LLC, M.F. Site Construction, I.O.C. Company, Reim Construction Inc., and J.M. Construction also submitted bids for the project (see attached bid tabulation sheet). Saenz Utility Constractors Ltd. has met all requirements set forth in the bid notice.

With this in mind, please consider our recommendation that Saenz Utility Constractors Ltd. be awarded the project for the unit base bid amount of $532,337.90. Construction is expected to be completed in 90 calendar days.

Respectfully Submitted,

Samuel Maldonado, P.E., R.P.L.S.
Principal

TX FIRM REGISTRATION
NO. F-10602
S:\SAMES\ENG\ENG 2010\Eng 10.039_HC PCT 1 - ENCINAL #2 & LOS ALAMOS SUBD\Misc. Docs\RECOMMENDATION LETTER.doc

HIDALGO COUNTY PRECINCT #1
FLOOD DRAINAGE IMPROVEMENTS TO
ENCINAL #2, LOS ALAMOS, AND OLIVAREZ #2 SUBDIVISIONS

BID OPENING DATE: DECEMBER 8, 2010
9:30 a.m.

HIDALGO COUNTY PRECINCT #1 ROAD AND DRAINAGE IMPROVEMENTS

BID Number	ITEM DESCRIPTION	UNIT	QUANTITY	MF SITE CONSTRUCTION		IDC COMPANY		REIM CONSTRUCTION INC.		J.M. CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID (ENCINAL #2 AND LOS ALAMOS SUBDIVISION)											
1	1 1/2" HMAC PAVEMENT TYPE D (DENSE GRADED)	S.Y.	11,656	$6.57	$76,579.92	$6.35	$74,015.60	$6.75	$78,678.00	$8.50	$99,076.00
2	8" FL BS (COMPACTED 95% DENSITY)	S.Y.	12553	$5.60	$70,296.80	$5.20	$65,275.60	$4.55	$57,116.15	$7.00	$87,871.00
3	6" COMPACT LIME TREAT SUBGRADE 95% DENSITY	S.Y.	12,553	$4.36	$54,731.08	$2.60	$32,637.80	$4.15	$52,094.95	$3.00	$37,659.00
4	PRIME COAT (MC-30) (02. GAL/SY)	GAL.	2511	$7.80	$19,811.79	$3.65	$9,667.35	$3.90	$9,792.90	$6.00	$15,066.00
5	3' X 3' TYPE "C" GRATE INLET	EA.	4	$1,556.37	$6,225.48	$2,925.00	$11,700.00	$2,816.00	$11,264.00	$1,500.00	$6,000.00
6	4' X 6' TYPE "A" CURB INLET	EA.	6	$2,446.26	$14,689.56	$3,472.00	$20,832.00	$2,069.00	$12,414.00	$2,000.00	$12,000.00
7	CONCRETE HEADWALL	EA.	2	$805.35	$1,610.70	$1,757.00	$3,514.00	$1,692.00	$3,384.00	$2,500.00	$5,000.00
8	18" RCP STORM DRAIN CLASS III	L.F.	37	$32.55	$1,204.35	$30.20	$1,117.40	$43.00	$1,591.00	$30.00	$1,110.00
9	24" RCP STORM DRAIN III	L.F.	1620	$32.01	$51,856.20	$35.80	$57,996.00	$40.45	$65,529.00	$42.00	$68,040.00
10	30" RCP STORM DRAIN CLASS III	L.F.	500	$43.11	$21,555.00	$46.15	$23,075.00	$53.65	$26,825.00	$56.00	$28,000.00
11	TRENCH SAFETY PROTECTION	L.F.	1192	$3.15	$3,754.80	$0.90	$1,072.80	$1.00	$1,192.00	$1.00	$1,192.00
12	ROADSIDE DITCH	L.F.	3103	$1.05	$3,258.15	$5.60	$17,376.80	$3.65	$11,325.95	$3.00	$9,309.00
13	60" DIAMETER CONCRETE MANHOLE	EA.	3	$3,482.51	$10,447.53	$2,817.00	$8,451.00	$1,404.00	$4,212.00	$3,000.00	$9,000.00
14	CURB AND GUTTER	L.F.	4760	$8.37	$39,841.20	$7.95	$37,842.00	$9.30	$44,268.00	$8.00	$38,080.00
15	VALLEY GUTTER	L.F.	182	$23.83	$4,337.06	$45.00	$8,190.00	$25.00	$4,550.00	$25.00	$4,550.00
	BASE BID AMOUNT				$380,199.62		$372,763.35		$384,236.95		$421,953.00
BASE BID (OLIVAREZ #2 SUBDIVISION)											
1	24" RCP STORM DRAIN III	L.F.	2330	$32.13	$74,882.90	$35.75	$83,297.50	$40.45	$94,248.50	$42.00	$97,860.00
2	60" DIAMETER CONCRETE MANHOLE	EA.	2	$3,220.35	$6,440.70	$3,312.00	$6,624.00	$1,404.00	$2,808.00	$3,000.00	$6,000.00
3	CONCRETE HEADWALL	EA.	1	$805.35	$805.35	$1,987.00	$1,987.00	$1,450.00	$1,450.00	$2,500.00	$2,500.00
4	3' X 3' TYPE "C" GRATE INLET	EA.	10	$1,681.42	$16,814.20	$3,032.00	$30,320.00	$2,429.00	$24,290.00	$1,500.00	$15,000.00
5	TRENCH SAFETY PROTECTION	L.F.	2330	$3.15	$7,339.50	$0.90	$2,097.00	$1.00	$2,330.00	$1.00	$2,330.00
6	BORE	L.F.	238	$221.08	$52,617.04	$102.15	$24,311.70	$152.95	$36,402.10	$85.00	$20,230.00
7	15" RCP CULVERTS	L.F.	432	$24.93	$10,769.76	$23.80	$10,195.20	$39.68	$17,107.20	$25.00	$10,800.00
8	18" RCP CULVERTS	L.F.	63	$38.60	$2,431.80	$24.35	$1,534.05	$41.45	$2,611.35	$30.00	$1,890.00
9	PROP 6.0' SWALES	L.F.	4498	$2.10	$9,445.80	$4.10	$18,441.80	$3.65	$16,417.70	$3.00	$13,494.00
10	PROP CALICHE DRIVEWAY	S.Y.	590	$7.54	$4,448.60	$20.10	$11,859.00	$9.90	$5,841.00	$15.00	$8,850.00
11	PROP ASPHALT DRIVEWAY	S.Y.	58	$36.76	$2,058.80	$27.30	$1,528.80	$27.60	$1,556.80	$27.00	$1,512.00
	BASE BID AMOUNT				$187,833.65		$192,196.05		$208,062.65		$180,456.00
BASE BID PROJECT TOTAL AMOUNT:					$568,033.27		$564,959.40		$592,299.60		$602,419.00

SAMUEL D. MALDONADO
91880
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

11/6/2010

COUNTY of HIDALGO

Joel Quintanilla
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733
(956) 973-7806

JAN 7 2011

January 7, 2011

Ms. Diana R. Serna, Director
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: AGENDA REQUEST- CDBG-R CONTRACT

Dear Ms. Serna:

Please proceed to submit an agenda item to Commissioner's Court for Approval on January 11, 2011. This item is the approval of a Drainage Improvements Construction contract with Saenz Utility Contractors, Inc. in the Amount of $532,337.90, utilizing CDBG-R funds. Hidalgo County Precinct No. 1 will allocate up to $61,000.00 of local funds for this project.

Should you have any questions, please contact Eddy Gonzalez, Executive Assistant of Community and Intergovernmental Relations at 956-968-8733.

Sincerely,

Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1

cc: Tony Barco, Urban County Deputy Director

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 34737

Date: January 6, 2011
Deadline for Action: January 11, 2011
Department: *Urban County Program*

Diana R. Serna, UCP Director DRS

Contact Person: Diana R. Serna
Phone: (956) 787-8127 Fax: (956) 787-5291

Caption:

Urban County Program for Hidalgo County Precinct No. 1 is requesting consideration and action to award and enter into construction contract with Saenz Utility Contractors, LTD. (lowest bidder meeting all specifications and/or requirements) for the HUD CDBG-R flood drainage improvements project. Total contract amount $532,337.90 utilizing Year 22 (2009) CDBG-R flood drainage improvement funds and Precinct No. 1 funds. The project consists of flood drainage improvements within the subdivisions of Encinal No. 2/Los Alamos and Olivarez No. 2 located in Precinct 1.

Background:

Hidalgo County Precinct No. 1 has requested and received bids for the flood drainage improvements for Encinal No. 2/Los Alamos and Olivarez No. 2 Subdivisions. SAM Engineering and Surveying, Inc. prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Department on December 8, 2010. After review, the project engineer recommended Saenz Utility Contractors, LTD. as the lowest of eight (8) bidders. (See attached recommendation letter from the SAM Engineering and Surveying, Inc. and copy of the bid tabulation.)

Contractor:	**Saenz Utility Contractors, LTD**
Funds Available:	**$472,165.80 Year 22 (2009) CDBG-R Precinct No. 1 – Flood Drainage Improvements**
Precinct No. 1 funds:	**$ 60,172.10**
Contract Amount:	**$532,337.90**

Deputy Director _____ Finance _____

Please initial for approval:

Legal Counsel_____ Budget_____ Human Resources_____
Dept./Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes_____No_____
Account code:_____Impact on Future budget: Yes_____No

Comments:

APPROVED Co. Comm. Ct.
DATE 1/11/11

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

c:\wpwin60\wpdocs\agreqfrm.wpd

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Monday, June 13, 2011 5:01 PM
To: evangelina.garcia@co.hidalgo.tx.us
Subject: Emailing: UCP los alamos
Attachments: UCP los alamos.pdf

here is copies of the complete file that I have....
This is reference the Urban county portion of the contract the pct. 1 is responsible for.

Your message is ready to be sent with the following file or link attachments:

UCP los alamos

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.

SAM Engineering and **S**urveying, Inc.

200 South Cage Blvd., Pharr, Texas 78577, P.O. Box 3353 (Edinburg,78540)

May 24, 2011

Joel Quintanilla
Commissioner
Hidalgo County Precinct #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Letter of Recommendation for Invoice #4 and Final
HUD CDBG-R Flood Drainage Improvements
Encinal #2/ Los Alamos Subdivisions and Olivarez #2 Subdivision
Bid No. 5209-91-0309-5000-9100-UCP-ML

Commissioner Quintanilla,

Please find attached, Saenz Utility, Invoice No. 4 (fourth and final) for work completed on the above-mentioned project. This invoice reflects work done up to May 16, 2011 on Hidalgo County Precinct #1 Street and Drainage Improvements for the Encinal Subdivision Project. We have checked the quantities and the amount invoiced and found everything to be correct. Please accept our recommendation that this invoice in the amount of $67,172.10 be paid as submitted. Included in the package is the certificate of construction completion documents and close-out documents.

We are available to answer any questions regarding this matter. In addition, proceed with closing the project contract and releasing the contractor from any further responsibilities.

Respectfully Submitted,

Samuel Maldonado, P.E., R.P.L.S.,
Principal

S:\SAMES\ENG\ENG 2010\Eng 10.039_HC PCT 1 - ENCINAL #2 & LOS ALAMOS SUBD\Misc. Docs\Contractor's Invoice\Invoice #4\Inoive #4 (Encinal Sub).doc

HIDALGO COUNTY
URBAN COUNTY PROGRAM

PROJECT - REQUEST FOR PAYMENT

City/Precinct: Hidalgo County Precinct No.1
Project Name: Encinal#2, Los Alamos & Olivarez #2 Subdivision
Contractor: Saenz Utility Contractors, Ltd.
Address: 22290 N. FM 88
Address:
City/State: Edcouch, Texas ZIP: 78538

Account Number: 5209-91-0309-5000-9100-UCP-ML
Date: May 16, 2011
Request for Payment No: 4

Original Contract Amount	$ 532,337.90
Net Changes by Change Orders	$ 7,000.00
Total Contract Amount to Date	$ 539,337.90

Estimated % Project Completion to Date: 100 %

Total Completed to Date	$ 539,337.90
Add: Materials on Hand (verified by Engineer)	$ 0.00
Total Contract Earned	$ 539,337.90
Less: Retainage 10%	$ 0.00
Net Contract Earned	$ 539,337.90
Less: Previous Request for Payments	$ 472,165.80
Total Amount Due This Request	$ 67,172.10

Please accept the attached contractor's invoice as supporting documentation for this request for payment.
The project (is), (is not) on schedule as per contract time allowed.

PREPARED BY (CONTRACTOR) DATE 5/16/11

APPROVED BY (ENGINEER) DATE

APPROVED BY (CITY/PRECINCT/UCP) DATE

ATTACHMENT "A"
PAYMENT REQUEST
TABULATION OF VALUES FOR ORIGINAL CONTRACT WORK PERFORMED

PROJECT: ENCINAL #2, LOS ALAMOS AND OLIVAREZ #2SUBDIVISION
OWNER: HIDALGO COUNTY PRECINCT No. 1
CONTRACTOR: SAENZ UTILITY CONTRACTORS, LTD.
ENGINEER: SAM ENGINEERING & SURVEYING

PROJECT NUMBER: 5209-91-0309-5000-9100-UCP-ML

PAYMENT PERIOD FROM: 3/26/2011 to 4/20/2011

ESTIMATE NO: 4 FINAL

ITEM NO.	DESCRIPTON OF ITEM	CONTRACT QUANTITY	CONTRACT COST PER UNIT	CONTRACT AMOUNT	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT	% OF WORK COMPLETE
	DRAINAGE IMPROVEMENTS ENCINAL #2								
1.	1 1/2" HMAC PAVEMENT TYPE D (dence graded)	11656	6.60	$76,929.60		0.00	11656	76,929.60	100%
2.	6" FL BS (COMPACT 95% DENSITY)	12553	4.80	$60,254.40		0.00	12553	60,254.40	100%
3.	6" COMPACT LIME TREAT SUBGRADE 98% DENSITY	12553	3.20	$40,169.60		0.00	12553	40,169.60	100%
4.	PRIME COAT (MC-30) (0.2 GAL/SY)	2511	3.80	$9,541.80		0.00	2511	9,541.80	100%
5.	*3'X3' TYPE "C" GRATE INLET*	*4*	*2650.00*	*$10,600.00*		*0.00*		*0.00*	
6.	4'X6' TYPE "A" CURB INLET	6	2950.00	$17,700.00		0.00	6	17,700.00	100%
7.	CONCRETE HEADWALL	2	1950.00	$3,900.00		0.00	1	1,950.00	50%
8.	*18" RCP STORM DRAIN CLASS III*	*37*	*26.00*	*$962.00*		*0.00*		*0.00*	
9.	24" RCP STORM DRAIN CLASS III	1620	30.00	$48,600.00		0.00	1168	35,040.00	72%
10.	30" RCP STORM DRAIN CLASS III	500	36.00	$18,000.00		0.00	500	18,000.00	100%
11.	TRENCH SAFETY PROTECTION	1192	1.00	$1,192.00		0.00	1192	1,192.00	100%
12.	*ROADSIDE DITCH*	*3103*	*2.50*	*$7,757.50*		*0.00*		*0.00*	
13.	60" DIA. CONCRETE MANHOLE	3	2850.00	$8,550.00		0.00	2	5,700.00	67%
14.	CURB AND GUTTER	4760	6.50	$30,940.00		0.00	4760	30,940.00	100%
15.	VALLEY GUTTER	182	22.00	$4,004.00		0.00	182	4,004.00	100%
	DRAINAGE IMPROVEMENTS OLIVAREZ #2								
16.	24" RCP STORM DRAIN CLASS III	2330	29.00	$67,570.00		0.00	2330	67,570.00	100%
17.	60" DIA. CONCRETE MANHOLE	2	2850.00	$5,700.00		0.00	2	5,700.00	100%
18.	CONCRETE HEADWALL	1	1950.00	$1,950.00		0.00	1	1,950.00	100%
19.	3'X3' TYPE "C" GRATE INLET	10	2650.00	$26,500.00		0.00	10	26,500.00	100%
20.	TRENCH SAFETY PROTECTION	2330	1.00	$2,330.00		0.00	2330	2,330.00	100%
21.	BORE	238	250.00	$59,500.00		0.00	238	59,500.00	100%
22.	15" RCP CULVERTS	432	22.00	$9,504.00		0.00	432	9,504.00	100%
23.	18" RCP CULVERTS	63	26.00	$1,638.00		0.00	63	1,638.00	100%
24.	PROP 6.0' SWALE	4498	2.50	$11,245.00		0.00	4498	11,245.00	100%
25.	PROP CALICHE DRIVEWAY	590	10.00	$5,900.00		0.00	590	5,900.00	100%
26.	PROP ASPHALT DRIVEWAY	56	25.00	$1,400.00		0.00	56	1,400.00	100%
	TOTAL FOR PAGE			**$532,337.90**		**$ -**		**$ 494,658.40**	93%

ATTACHMENT "B"
PAYMENT REQUEST
CONTRACT CHANGE ORDER SUMMARY

PROJECT: ENCINAL #2, LOS ALAMOS AND OLIVAREZ #2SUBDIVISION
OWNER: HIDALGO COUNTY PRECINCT No. 1
CONTRACTOR: SAENZ UTILITY CONTRACTORS, LTD.
ENGINEER: SAM ENGINEERING & SURVEYING

PROJECT NUMBER: 5209-91-0309-5000-9100-UCP-ML

PAYMENT PERIOD FROM: 3/26/2011 to 4/20/2011

ESTIMATE NO: 4 FINAL

Change Order NO.	DESCRIPTON OF CHANGE ORDER	Approved Change Orders QUANTITY	COST PER UNIT	AMOUNT Increased (Decreased)	Completed This Period QUANTITY	AMOUNT	TOTAL TO DATE QUANTITY	AMOUNT	% Of Change Orders Complete
	DRAINAGE IMPROVEMENTS ENCINAL #2								
	1 1/2" HMAC PAVEMENT TYPE D (dence graded)	1282	6.60	$8,461.20		0.00	1,282	8,461.20	100%
	8" FL BS (COMPACT 95% DENSITY)	1270	4.80	$6,096.00		0.00	1,270	6,096.00	100%
	6" COMPACT LIME TREAT SUBGRADE 98% DENSITY	1270	3.20	$4,064.00		0.00	1,270	4,064.00	100%
	PRIME COAT (MC-30) (0.2 GAL/SY)	254	3.80	$965.20		0.00	254	965.20	100%
	3'X3' TYPE "C" GRATE INLET	4	2650.00	($10,600.00)				0.00	
	4'X6' TYPE "A" CURB INLET	1	2950.00	$2,950.00		0.00	1	2,950.00	100%
	CONCRETE HEADWALL	1	1950.00	($1,950.00)				0.00	
	18" RCP STORM DRAIN CLASS III	37	26.00	($962.00)				0.00	
	24" RCP STORM DRAIN CLASS III	452	30.00	($13,560.00)				0.00	
	30" RCP STORM DRAIN CLASS III	84	36.00	$3,024.00		0.00	84	3,024.00	100%
	TRENCH SAFETY PROTECTION	560	1.00	$560.00		0.00	560	560.00	100%
	ROADSIDE DITCH	3103	2.50	($7,757.50)				0.00	
	60" DIA. CONCRETE MANHOLE	1	2850.00	($2,850.00)				0.00	
	VALLEY GUTTER	146	22.00	$3,212.00			146	3,212.00	100%
	COVER ROADSIDE DITCHES AND GRADE NATURAL GROUN	3103.01	2.69	$8,347.10		0.00	3103	8,347.10	100%
	EXTEND CONCRETE DRIVEWAYS AND RELOCATE BRICK MAILBOXES ON HAWK STREET AND 4 CONCRETE DRIVEWAYS ON DOVE STREET	1	7000.00	$7,000.00		0.00	1	7,000.00	100%
	Net Change			$7,000.00		$ -		$ 44,679.50	

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 20th DAY OF April, 20 11, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: January 11, 2011.
OWNER: Hidalgo County Precinct No.1.
CONSTRUCTION CONTRACTOR: Saenz Utility Contractors, Ltd.

OF THE CITY OF Edcouch, Texas STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF: Encinal No.2, Los Alamos and Olivarez #2 Subdivision

UCP CONTRACT NO.: 5209-91-0309-5000-9100-UCP-ML.

located in or near the City/Pct. of: Weslaco, Texas, Hidalgo County Precinct No. 1.

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: NONE

2. That the sum of N/A ($ 0.00), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$ 532,337.90
Present Amount of Contract	$ 539,337.90
Total Amount of earned to date	$ 539,337.90
Less: previous payments	$ 472,165.80
Balance	$ 67,172.10
Authorized deductions	$ 0.00
AMOUNT OF FINAL PAYMENT	$ 67,172.10

6. That the final payment in the amount of sixty-seven thousand one hundred seventy-two dollars and ten cents . ($ 67,172.10) is now due and payable.

ENGINEER'S NAME

CONCURRED BY:

Saenz Utility Contractors, Ltd.
CONTRACTOR'S NAME

BY: Pedro Saenz

TITLE: Manager

CONCURRED BY:

URBAN COUNTY PROGRAM

BY: DIANA R. SERNA

TITLE: UCP DIRECTOR

CONTRACTOR'S FINAL RELEASE WAIVER OF LIENS, AND AUTHORIZATION TO DISBURSE FUNDS

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

Pedro Saenz ,doing business as Saenz Utility Contractors, Ltd. , hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, **hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;"** on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated January 11, 2011, among Contractor, Owner, and the County of Hidalgo, State of Texas. City of Edinburg, Texas hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owner's payment of $ 67,172.10 through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or materials or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property

(or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understands and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the 16th day of MAY, 2011

Pedro Saenz
Signature

Pedro Saenz, Manager
Name and Title

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the 16th day of MAY, 2011, by Pedro Saenz, Manager
(title)

of and on behalf of SAENZ UTILITY CONTRACTORS, Ltd.
(a corporation) (a partnership) (an individual)

JOSE L. SAENZ
My Commission Expires
November 12, 2011

Jose L. Saenz
Notary Public, State of Texas

EXHIBIT "A"

Encinal #2, Los Alamos & Olivarez #2 Subdivision
Weslaco, Texas

EXHIBIT "B"

Alamo Concrete Products
Gaviota Sand Pit & Materials
Hanson Pipe & Precast
J&B Transport
Upper Valley Materials
Frontera Materials
Salinas & Sons Curb & Gutter
Lhoist North America (Chemical Lime)
J-III Concrete
Rio Valley Pipe

EXHIBIT "C"

NONE

PURCHASE ORDER
COUNTY OF HIDALGO

P.O. No. [illegible]

REQ. No.

Pur. Order Date [illegible]

VENDOR NUMBER [illegible]

VENDOR

[illegible]

FROM

URBAN COUNTY PROGRAM
[illegible]
PHARR, TX [illegible]

BILL TO: SAME AS ABOVE

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.
4. VENDOR MUST REPAY ALL SHIPPING COSTS. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUR NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		CDBGR PCT #1 MCCOLL DRAIN IMPROVEM CONSTRUCTION INFRASTRUCTURE (ENGINEAL #2 LOS ALAMOS, OLIVAREZ #2)		
		Account A5209 01 0309.5209 PCT 1 5209 01 0309 5209		Amount [illegible]
		CONSTRUCTION-INFRASTRUCTURE		
				[illegible]
		ACCOUNT NUMBER		**TOTAL**

SPECIAL INSTRUCTIONS (OPTIONAL)
HUD Activity #: 5615
Obligation : 45457
Grant/Year : CDBGR
Location : PCT 1
Fixed Asset #: : N/A

TO THE COUNTY JUDGE
The above purchases are necessary in discharge of my duties.

LIQUIDATION AMOUNT ☐

OFFICE OF THE PURCHASING DEPARTMENT		OFFICE OF THE COUNTY JUDGE	
[signature]	1-27-11		
SIGNATURE	DATE	SIGNATURE	DATE

SAM Engineering and **S**urveying, Inc.

SAMES

200 South Cage Blvd., Pharr, Texas 78577, P.O Box 3353 (Edinburg,78540)

March 15, 20011

Joel Quintanilla
Commissioner
Hidalgo County Precinct #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Letter of Recommendation for Change Order #1
HUD CDBG-R Flood Drainage Improvements
Encinal #2/ Los Alamos Subdivisions and Olivarez #2 Subdivision
Bid No. 5209-91-0309-5000-9100-UCP-ML

Commissioner Quintanilla,

Please find attached, Saenz Utility Contractors Change Order #1 for the above-mentioned project. This change order reflects the addition and subtraction of quantities for Encinal #2 Subdivision due to redesign changes. An itemized quantity sheet is attached showing all changes need for project completion.

We have checked the quantities and the amounts, and found everything to be correct. We recommend that this change order, in the amount of $7,000.00, be approved as submitted. The new contract amount will be $539,337.90. We are available to answer any questions regarding this matter.

Respectfully Submitted,

Samuel Maldonado, P.E., R.P.L.S.
Principal

TX FIRM REGISTRATION
NO. F-10602

RCVD 23 2011

w/attachments

S:\SAMES\ENG\ENG 2010\Eng 10.039_HC PCT 1 - ENCINAL #2 & LOS ALAMOS SUBD\Misc. Docs\Recommendation Letter for CO #1.doc

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

Hidalgo County Precinct #1 1902 Joe Stephens Ave. Weslaco, Texas 78596	DATE: March 14, 2011 CHANGE ORDER NO. #1
Saenz Utility Contractors 22290 N. F.M. 88 Edcouch, Texas 78538 Phone #: (956) 262-8506 Fax #: (956) 262-6493	PROJECT/NAME/ACCT. NO. Encinal #2, Los Alamos and Olivarez #2 Subdivisions

You are hereby requested to comply with the following changes from the contract plans and specifications:
Adjustments in quantities due to change in design to provide curb and gutter to all the subdivision. There was also conflicts on obtaining easements from lot #15 with resident, therefore a new route for the storm drainage had to be considered.

X	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices		Time Extension
	Quantitative Addition		Other

REASON: Design Change, due to easement acquisition problems and to provide curb and gutter to all subdivision.

Contract price prior to change order . . . . . $ 532,337.90

Net Increase/Decrease of this Change Order . . . . . $ 7,000.000

Contract Price with Change Order . . . . . $ 539,337.90

Increase/Decrease in time _____ days.

COMMISSIONER JOEL QUINTANILLA
CITY/PCT. OFFICIAL DATE

3/15/11
CONTRACTOR DATE

5/15/2011
PROJECT ENGINEER - ARCHITECT DATE

UCP-25

REVISED: 05/22/00

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

(FOR URBAN COUNTY PROGRAM USE ONLY)

- [ ] Scope Increase
- [ ] Quantitative Addition/Deletion
- [ ] Scope Decrease
- [x] Final Quantitative Adjustment
- [ ] L/M Beneficiary Change/Impact
- [ ] Other
- [ ] Environmental Impact
- [x] Approved
- [ ] Disapproved

Title: Director

Signature: Diane R Flores Date: 3-25-11

Purchase Order

COUNTY OF HIDALGO

PO#: 658869

DATE: 06/09/11

VENDOR: 344079 REQ:00196801

Email:

Phone:

SAENZ UTILITY CONTRACTORS, LTD
22290 N FM 88
EDCOUCH TX 78538

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

Special Instructions:

RM106

Contract No: UCP CONTRACT

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		
		UCP CONTRACT NO: S209-91-0309-5000-9100-UCP-ML APPROVED THRU COMMISSIONERS COURT ON 1/11/11 (AI-24727)		
1	EACH	CC UCP PROJECT CONSTRUCTION OF : ENCINAL NO.2, LOS ALAMOS AND OLIVAREZ #2 SUBD. (PCT#1 PORTION $67,172.10)	67,172.10	67,172.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	67,172.10
		**********		
		For Hidalgo County use only		
		1-1200-431-00-121-093-0-733	67,172.10	
		Approved		

Authorized by: Martha L. Salazar

AI-28222 **23. B. 2.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of reimbursement in the amount of $91,193.00 (owed to the State of Texas) payable to Texas Department of Transportation (Case #CCD-0009-A & TxDOT CSJ No. 0698-03-086) as recommended by L&G Engineering (ROW Acquisition provider for and on behalf of Hidalgo County) in relation to Highway FM 88 Project in Precinct #1 for ***Parcel 10 CCD-009-A*** with authority for County Treasurer to issue check after Auditor's processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1315-126-20-000-007-0-000

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 8-24-11 $91,305.00 in relation to the TXDOT FM 88 project in the Pct. 1 area.

Attachments

Reimbursement Request Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/24/2011 03:15 PM
Budget & Management	Merlen P. Munoz	08/24/2011 03:20 PM
Ivan Cantu	Ivan Cantu	08/24/2011 04:31 PM
Auditor's Office	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Vangie Garcia Started On: 08/24/2011 10:14 AM

Final Approval Date: 08/25/2011

L&G Engineering
Transportation Consultants

July 12, 2011

Hidalgo County Auditor's Office
P.O Box 689
Edinburg, Texas 78540-0684

Attn: Raymundo Eufracio, CPA
Hidalgo County Auditor

RE: Parcel No. 10 CCD-0009-A– Request for Check
County: Hidalgo
TxDOT CSJ No. 0698-03-086
Highway: FM 88

1-1315-126-20-000-007-0-000

Dear Mr. Eufracio:

On November 19, 2009 condemnation case CCD-0009-A brought by Hidalgo County against GKS Investments resulted in an Agreed Judgment (settlement) by both parties. GKS Investments agreed to pay back $99,000.00 of the original amount of $684,000.00 that was deposited into the Registry of the Court. After the Counties' portion (expense) is subtracted the amount owed of $91,193.00 is owed to the State of Texas through the Texas Department of Transportation which paid the initial award. L & G Engineering (ROW Acquisition Provider for and on behalf of Hidalgo County) cordially requests that a check be made for **Parcel 10 for $91,193.00** and made payable to ***Texas Department of Transportation P.O. Box 1717 Pharr, TX 78577.***

Once the check is ready, it is preferred that you notify L&G Engineering so that one of our staff members may pick up the check and hand deliver to the offices of the Texas Department of Transportation. L & G Engineering will be available to assist the County in the processing of any payment or reimbursement requests to TxDOT.

We thank you for your excellent cooperation and coordination towards the acquisition and payment process of this most important highway project. Please feel free to call me or Luana M. Gonzalez at 956/585-1909 with any concerns or questions regarding this payment process.

Sincerely,

Herrera

Fernando "Fred" Herrera, Jr.
Right of Way Administrator

Luana M. Gonzalez

Luana M. Gonzalez
Right of Way Administrator

cc: File

Attachments

Reviewed and Approved
By County of Hidalgo, Pct. #1

Joel Quintanilla
County Commissioner

8/17/11
Date

Received:
County Auditor's Office
By: Kasch. HSA

8/18/11
Date

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

AI-28169 **23. C. 1.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 5 for R. Gutierrez Engineering Corporation (Contract #C-110-376-12-14) with estimated fee of $19,200.00 for Boundary Surveying on McColl Road Off-Site Drainage Ditch.

BACKGROUND

Requisition will be provided after approval.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-047-0-711

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available through Req#201379 for $19,200.00 as of 08/25/11.

Attachments

WA #5

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/23/2011 03:26 PM
Budget & Management	Merlen P. Munoz	08/23/2011 03:42 PM
Roland Garcia	Rolando Garcia	08/25/2011 09:33 AM
Auditor's Office	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Yolanda Cisneros Started On: 08/18/2011 04:36 PM

Final Approval Date: 08/25/2011

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services for Boundary Surveying for use in developing a proposed drainage improvement project. The proposed project is for an off-site drainage ditch for McColl Road along Thomas Road. The work includes preparing right-of-way parcels for the acquisition of the necessary right-of-way to accomplish the proposed improvements.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment 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 included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 5 shall be funded through funding source:

Account No. 1-1200-431-00-122-047-0-711

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2011.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14

Work Authorization No. 5

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14

Work Authorization No. 5
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The scope of work will consist of boundary surveying for use in developing a proposed drainage improvement project. The proposed project is for off-site drainage for McColl Road along Thomas Road. The work includes the preparation of right-of-way parcels for use in the acquisition of the necessary right-of-way to accomplish the proposed drainage improvements.

Boundary Surveying Services. The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required. The surveyor will also develop a right-of-way map of the proposed roadway improvements.

Miscellaneous. Hidalgo County will assist the engineer in obtaining the right-of-entry from the adjacent property owners.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 5

ATTACHMENT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying services called for as described in Attachment B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Attachment B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Attachment B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

Proposed Fee

TASK	COST
Boundary Survey Services Fee	
BOUNDARY SURVEY (Est. 8 Parcels @ $2,400 per Parcel)	$19,200
TOTAL (Suveying Services Fee)	**$19,200**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $2,400 per parcel.

AI-28250 **23. D. 1.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $4,500.00) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Preparation of Survey and Metes and bounds Description for the right of way acquisition of Sietz Rd located on the east side of Doffing Rd near Mile 6 1/4" within Hidalgo County Pct. No. 3 through Contract #C-11-166-06-14.

b. Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $3,500.00) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Establishing location of Existing Gas Lines within Giles Rd and for staking of the existing east line of Homeville Subdivision "A" along the Zamora Property" within Hidalgo County Pct. No. 3 through Contract #C-11-166-06-14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-711

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance $9,875.04

Attachments

WORK AUTH. # 1 & 3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/25/2011 08:58 AM
Budget & Management	Merlen P. Munoz	08/25/2011 09:04 AM
Perla Lopez	Perla Lopez	08/25/2011 09:45 AM
Auditor's Office	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Rocio Villarreal Started On: 08/24/2011 04:12 PM

Final Approval Date: 08/25/2011

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-166-06-14
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, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering services required for the preparation of survey and metes and bounds description for the right of way acquisition of Sietz Road located on the east side of Doffing Road near Mile 6 ¼.**

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 **$4,500.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 1-1200-431-00-123-0050-711
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 _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. **3** Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. **1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.**3**:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2011.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Cost Proposal

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **EXHIBIT "A"** attached to this Agreement).

General

The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 8 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "A"** attached to this Agreement.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

EXHIBIT "B"

Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the Paving Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadways;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

EXHIBIT "C"
Hidalgo County Precinct No. 3 Right of Way Acquisition
Sietz Road
Prepared By: Javier Hinojosa Engineering
August 24, 2011

A. Sietz Road

1. Prepare a survey and metes and bounds description for 50' right of way for Sietz Road out of Lot 215 Nick Doffing Subdivision.

Total Engineering Fee : $4,500.00

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-166-06-14
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, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering services required for establishing location of existing gas lines within Giles Road and for staking of the existing east line of Homeville Subdivision "A" along the Zamora property.**

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 **$3,500.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. 1-1200-4310-123-005-0711
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 _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. **3** Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. **3**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.**3**:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2011.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS
ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Cost Proposal

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **EXHIBIT "A"** attached to this Agreement).

General

The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 8 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "A"** attached to this Agreement.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

EXHIBIT "B"

Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the Paving Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadways;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

EXHIBIT "C"
Hidalgo County Precinct No. 3 Right of Way Location
Giles Road Gas Lines / Homeville Subdivision "A"
Prepared By: Javier Hinojosa Engineering
August 24, 2011

A. <u>Giles Road Gas Lines / Homeville Subdivision "A"</u>

1. Establish locations of existing gas lines within Giles Road and for staking of the existing east line of Homeville Subdivision "A" along the Zamora property.

Total Engineering Fee : $3,500.00

AI-28210 **23. E. 1.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract with Dr. Ivan Melendez for: "Chief Physician Services" project and subject to submission of all insurance requirements-RFQ No.: 2011-138-07-20CG.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1100-441-00-340-001-0-331

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Memo-Negotiations

Final Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/25/2011 08:59 AM
Budget & Management	Merlen P. Munoz	08/25/2011 09:01 AM
Manuel Chapa	Manuel Chapa	08/25/2011 09:12 AM
Auditor's Office	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Gricelda Villarreal Started On: 08/23/2011 03:51 PM

Final Approval Date: 08/25/2011

PURCHASING DEPARTMENT
County of Hidalgo

MEMORANDUM
(IMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Dr. Ivan G. Melendez, MC.

From: Cris Ayala, Buyer III
For Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

Date: August 23, 2011

Re: Negotiation Meeting for -"Hidalgo County-Health Authority/Chief Physician Services"
(RFQ NO: 2011-138-0720-CGA)

Cc: Eddie Olivarez, CEO
Hidalgo County Health & Human Services Department

On Tuesday, August 23, 2011, a "negotiation meeting" was held with you, Ms. Lydia Serna, Josie Escalante, Hidalgo County Health & Human Services Department, Vangie Y. Garcia), Contracts Manager and myself(Cris Ayala)from the Purchasing Department regarding the above-referenced project.

Based on your offer to continue your services at the same rate as the current contracted fee of $6150.00 per month.

Hidalgo County is requesting that you submit your response including your best and final offer, in order to proceed in finalizing the project.

We ask that you approve by signing below acknowledgment of receipt of this memo and via fax to (956)318-2629, with commitment to submit your response to the request.

Approve ✓ **Disapprove**_____

Signed: _____ **Title:** M.D

Printed Name: Ivan Melendez

2812 S. Business Highway 281* Edinburg, Texas 78539* (956) 318-2626* Fax (956) 318-2629

From: ivanmelendez1960@hotmail.com
To: Cris Villarreal
Subject: Re: Negotiation Meeting for Chief Physician Services
Date: Tuesday, August 23, 2011 10:44:31 PM

Received and agree c the negotiation summary

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----
From: "Cris Villarreal " <cris.villarreal@co.hidalgo.tx.us>
Date: Tue, Aug 23, 2011 4:20 pm
Subject: Negotiation Meeting for Chief Physician Services
To: <ivanmelendez1960@hotmail.com>
Cc: <eddie.olivarez@hchd.org>, "'Josie Escalante'" <josie.escalante@hchd.org>

Dr. Melendez,
This is just a summary of the meeting held this morning. As discussed and agreed to keep the same fees for services as the current contract in the amount of $6,150.00 per month. Your new contract will commence on September 2, 2011 with a new term of two (2) years ending on September 1, 2013 and Hidalgo County's option to renew for two additional one (1) year terms.

Attached is a copy of the negotiations memo you signed in regards to the new contract. Please respond by email acknowledgement of this memo if you approve this as the best and final offer ..

Thank you,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph: 956-318-2626
Fax: 956-292-7612
email: cris.villarreal@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-11-138-08-30

THIS AGREEMENT is made as of the 2nd day of, September, 2011 by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **Dr. Ivan Melendez** (hereinafter "Health Authority/Chief Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as Health Authority/Chief Physician of County's Health & Human Services Department (hereinafter "Health Department") that are more specifically set forth hereinafter; and

WHEREAS, Health Authority/Chief Physician has agreed to provide the services enumerated hereinafter for Health & Human Services Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Health Authority/Chief Physician agree as follows:

1. Health Authority/Chief Physician agrees to provide to County and its Health & Human Services Department the services required of a Health Authority/Chief Physician for the County's Health & Human Services Department. These services include, but are not limited to:

(a) Providing and maintaining a medical license under which all medical activities of the Health & Human Services Department employees will take place;

(b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures and practices performed by the public health nursing staff;

(c) Providing medical services and established protocols and practices to implement Texas Department of Health programs in Hidalgo County, including the pre-natal/obstetrical, family planning, women's health, well child, TB control, STD (sexually transmitted diseases) control, and immunization programs, EPI.

(d) Providing or arranging for 3rd trimester care and delivery of high risk women from our program who are unable to find a physician willing to care for them;

(e) Ensuring that county and state procedures and standards of practice are followed in the clinical/medical operations of the Health & Human Services Department;

(f) Assisting with the diagnosis and treatment (if needed) of patients with communicable diseases (STD's, TB, etc., 10 to 20 hours/week). Be prepared to undergo additional training/orientation, as necessary, to be able to screen chest x-rays for TB, assess and treat TB patients and STD patients in case the regular provider is unavailable.

(g) Provide 10 to 20 hours of primary care for indigent patients per week in one of the county clinics or in the Chief Physicians own clinic/practice;

(h) The number of hours per week stated in subparagraphs f. and g.

includes record reviews and Nurse Practitioner supervision requirements in subparagraph b. The actual time required each week will not normally exceed 20 hours per week.

(i) Serving as the Health Authority/Chief Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed, in case of natural disaster/emergency, terrorist attack, or other emergency circumstances;

(j.) The Health Authority/Chief Physician must report any and all problems or recommended changes in operations of Health & Human Services Department Clinic Facilities to the Health & Human Services Department CAO. The Health Authority/Chief Physician may assist the CAO in developing solutions or implementing changes approved by the CAO. The CAO will not interfere with the Health Authority/Chief Physician's exercise of professional medical judgment in matters relating to medical practices or procedures. The Health Authority/Chief Physician will not interfere with the CAO's exercise of professional administrative and environmental health judgment in all other matters not relating to clinical medicine;

(k.) The Health Authority/Chief Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by the County, the Health & Human Services Department or the State of Texas. Such records will remain the property of Hidalgo County;

(l.) The Health Authority/Chief Physician shall, upon request, assist and participate in In-service training sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Health & Human Services Department when requested by the CAO;

(m.) In the event County exercises its option to terminate this contract as further described herein the Health Authority/Chief Physician agrees to continue to render all services until such time as new Health Authority/Chief Physician's contract is awarded.

(n.) The Health Authority/Chief Physician may occasionally be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron, and Starr)-Rio Grande Valley Area. Should travel be required outside the four-county and Ro Grande Valley Area, the Health Authority/Chief Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County employees.

(o.) Need to assist with infectious diseases and surveillance, supervise, and assist with Early Warning Infectious Diseases Surveillance.

2. Health Authority/Chief Physician represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Health Authority/Chief Physician shall immediately notify the County Judge of Hidalgo.

3. As consideration for the above and foregoing, County agrees to pay Health Authority/Chief Physician the **sum of $6,150.00** per month commencing

September, 2011 (see "Best and Final Offer" acknowledgment). The Health Authority/Chief Physician shall be paid one half of the monthly compensation on the 15th and 30th of each month unless such date falls on a weekend or holiday in which case payment will be made on the last working day before the weekend or holiday.

4. Health Authority/Chief Physician must comply with all applicable laws and regulations of the State of Texas and County and Health & Human Services Department policies. Notwithstanding the foregoing sentence, Health Authority/Chief Physician represents and maintains that he is an independent Health Authority/Chief Physician and is not an employee of County, the Health & Human Services Department, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, Health & Human Services Department and/or any agency of County. Health Authority/Chief Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Health Authority/Chief Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Health Authority/Chief Physician agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Health Authority/Chief Physician agrees to continue as Medical Director for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement. County may terminate this Contract without cause on ten (10) days advance written notice to Health Authority/Chief Physician.

6. Health Authority/Chief Physician agrees to provide liability insurance covering his 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.

7. Health Authority/Chief Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Indemnification: Health Authority/Chief Physician will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Health Authority/Chief Physician's or that of any person providing services hereunder through or for the Health Authority/Chief Physician. Upon written notice from the County, the Health Authority/Chief Physician will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Health Authority/Chief Physician will carry proper insurance with the County as an additional named insured. To the extent provided for by law, the County will indemnify and hold the Health Authority/Chief Physician harmless from any claims, actions, liability, or expenses (including costs such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Contract.

9. Health Authority/Chief Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

10. The term of this Contract shall be for a period of two (2) years and shall commence on **September 2, 2011** and end on **September 1, 2013** with the County's option to renew for two (2) additional one (1) year terms at the same rates, terms and conditions. Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

11. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. Except as may be otherwise specifically provided in this Contract, 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, Texas
Attention: County Judge
1615 So. Closner Ste., J
Edinburg, Texas 78539

If to Health Authority/Chief Physician:

Dr. Ivan Melendez

3304 N. Bryan Road
Mission, Texas 78573

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

13. 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 ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

EXECUTED and effective as of the day and year first written above.

Approved by Commissioners' Court of Hidalgo County on this the **22nd day of August, 2011.**

Approved as to form:
Atlas & Hall, LLP

By_____
Stephen L. Crain

Date:_____

COUNTY OF HIDALGO, TEXAS

APPROVED BY COMMISSIONERS
COURT ON _____.

_____
Ramon Garcia, County Judge

Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

HEALTH AUTHORITY/CHIEF
PHYSICIAN:

By_____

Date:_____

AI-27677 **23. F. 1.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Martha Salazaar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract to vendor meeting specifications and/or requirements as detailed and attached hereto for: Hidalgo County Service & Repairs of Chillers & General HVAC Equipment-RFB No. 2011-157-07-13-MEG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-40-220-001-0-431

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available funds as of 08/25/11.

Attachments

Approval Form and Tabulation Sheet

Contract

Participation sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/24/2011 04:55 PM
Budget & Management	Merlen P. Munoz	08/24/2011 04:57 PM
Olga Garza	Olga Garza	08/25/2011 09:32 AM
Auditor's Office	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Elena Gomez Started On: 07/22/2011 08:14 AM

Final Approval Date: 08/25/2011

MEMORANDUM

TO: Mr. Richard Sunday, Infrastructure Systems Mgr.
Hidalgo County Facilities Management Dept.

ATTN: Daniel Flores, Director
Hidalgo County Facilities Management Dept.

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: July 14, 2011

RE: **Bid No. 201-157-07-13-MEG -HIDALGO COUNTY FACILITIES MANAGEMENT " SERVICE & REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"**

We have received one (1) response to the above referenced project, meeting all specifications and/or requirements. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting. Therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Friday, July 22, 2011 @ 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday, August 9, 2011.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4855

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Johnson Controls Inc.	Sole Bidder & Factory Trained Authorized
	Technicians for Control Systems & Chillers
	of Various Mfrs./Brands

BUDGET ACCOUNT: 1-1100-419-40-220-0010-431

Authorized Signature — Daniel Flores (Printed Name) — 7/21/2011 (Date)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County Facilities Management

BID OPENING DATE: July 13, 2011	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "SERVICE & REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"

BID NO: 2011-157-07-13-MEG

TEM DESCRIPTIONS:	**PARTICIPATING VENDORS** **Johnson Controls, Inc.** **Corpus Christi, Texas**
SERVICING CHILLERS	
A. NORMAL BUSINESS HOURS	8-5:00 pm
1). Technician:	78.00 per hour
2). Assistant:	65.00 per hour
B. AFTER HOURS (Weekends and Holidays)	anytime after 5:00 PM /weekends
1). Technician:	112.50 per hour
2). Assistant:	97.50 per hour
C. PARTS	
1). Cost plus %:	30 %
D. WARRANTIES	
90 days service , 1 year major projects, honor manufacture parts warranties	
E. TIME OF RESPONSE	
1). Chillers, within	2 hours

SERVICING GENERAL HVAC EQUIPMENT		
A. NORMAL BUSINESS HOURS		8-5:00 pm
1). Technician		78.00 per hour
2). Assistant:		65.00 per hour
B. AFTER HOURS (Weekends & Holidays)		anytime after 5:00 PM /weekends
1). Technician:		112.50 per hour
2). Assistant:		97.50 per hour
C. PARTS		
1). Cost plus %:		30 %
D. WARRANTIES		
90 days service , 1 year major projects, honor manufacture parts warranties		
E. TIME OF RESPONSE		
1). General Equipment within:		2 hours
F. EMERGENCY EQUIPMENT		
1). Portable Chiller	**per day**	n/a
	per week	month divide by 3 (90.00 divide by 3)
	Per month	90.00 per ton
2). Hourly Rate:		n/a
3.) Set-uptime & removal:		included in rental/ freight cost plus25%

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-157-08-30

THIS CONTRACT is made and entered into this **30th** day of **August, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Johnson Controls, Inc.,** a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for **"Service & Repairs of Chillers & General HVAC Equipment"** (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Service & Repairs of Chillers & General HVAC Equipment as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **September 17, 2011** and ending on, **September 16, 2012** with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent

contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company:	**Johnson Controls, Inc.** **Attn: Lonnie Cavazos, Account Executive** **2209 N. Padre Island Drive Suite F** **Corpus Christi, Texas 78408**

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may

terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____day of _____, 2011

Approved on Commissioners' Court_____

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Stephen L. Crain

COMPANY:
JOHNSON CONTROLS, Inc.

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"
Request for Bid (RFB)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

June 27, 2011

_____

_____

_____

Re: **HIDALGO COUNTY FACILITIES MANAGEMENT**
Request for Bids -**"SERVICE AND REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"**

Bid No: 2011-157-07-13-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY FACILITIES MANAGEMENT "SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT" Bid No: 2011-157-07-13-MEG

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__6__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consisting of __1__ of page.**
9. **Draft Service Agreement, consisting of __8__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

June 27, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"
Bid No: 2011-157-07-13-MEG

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY FACILITIES MANAGEMENT – SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB-2011-157-07-13-MEG- HIDALGO COUNTY FACILITIES MANAGEMENT – "SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, JULY 13, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2011-157-07-13-MEG- HIDALGO COUNTY FACILITIES MANAGEMENT – "SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County..

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **HIDALGO COUNTY FACILITIES MANAGEMENT – "SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Facilities Management
P.O. BOX 1356
Edinburg, Texas 78539
Attn: Richard Sunday
956-289-7850

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**JULY 13, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may

result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"
BID NO.: 2011-157-07-13-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY FACILITIES MANAGEMENT

"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"

Bid No: 2011-157-07-13-MEG

EXHIBIT "A"

HIDALGO COUNTY
"Service & Repairs of Chillers & General HVAC Equipment"
BID NO.: 2011-157-07-13-MEG

SCOPE OF SERVICES:

Hidalgo County is seeking for qualified bidders that can furnish all labor, equipment, materials and delivery 1of parts necessary to provide maintenance Services & Repairs for Chillers & General HVAC Equipment (all services project-related) for various locations within Hidalgo County. The services to be performed under this contract will include, but not limited to the following:

SERVICES:

1) ***Business Service Requests***: Hidalgo County is requesting that all services be conducted on a time manner Monday thru Friday 8-5 or according to Hidalgo County Business scheduled
2) ***Extended Service Requests***: If an extended service hour is needed for any unforeseen issue a written request and scheduled must be submitted to Hidalgo County Facilitites Management or designated personnel which begin after 5:01 p.m. and before 8:00 a.m., Monday through Friday and Weekends.
3) ***Emergency/Holidays:***
    - When an emergency situation arises, the department staff or designated representative will call the Vendor's and will submit a written request.
    - The Vendor must be able to provide services within one (1) hour of receiving request for emergency services.
    - Holiday service situations are defined as applying to any Federal, or County observed holiday.

Vendor and designated representative of Hidalgo County Facilities Management, Mr. Richard Sunday Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience.

POINTS OF CONTACT (POC):

Facilities Management: 3100 S. Bus. 281 Edinburg, Texas 78539

	Name	*Office*	*Cell*
1st	Richard Sunday	***956-289-7858 x4358***	***956-457-6116***
2nd	Sefe Garza	956-289-7850	956-292-8367
3rd	Daniel Flores	956-289-7850	956-239-1942

REQUIREMENTS: Vendor must be able to diagnosis problems prior to working on the Chiller to eliminate any delays or confusion on issues. Vendor must be Factory Certified HVAC personnel staff to work on York and Train Chillers,

1. Vendor must be Factory Certified HVAC personnel staff with a minimum of four (4) year experience, assignee to Hidalgo County service contract. The County requires a minimum of two Factory Certified HVAC personnel and at least two assistants.

2. Hidalgo County request a list of personnel of which will be working on the Chillers along with the following copies: (HVAC certification, EPA certificate, State Licenses, Factory training and authorization)

3. The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site. Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.

4. All repairs and services (with mark up rates) will be on an AS NEEDED BASIS-ONLY. There is no guaranteed of an annual volume, for either services and/or repairs.

5. Hidalgo County requires a copy of original parts invoice showing the markup percentage to insure verification of the markup percentage.

6. Vendor will provide original equipment manufacturer (OEM) repair parts.

7. All other equipment required to perform under this contract shall be considered part of the hourly rate.

8. All necessary Certifications, permits and licenses required for the sale of these products and/or services. This section will contain any licenses, certifications and assurances as required by Hidalgo County, the State of Texas, the Original Equipment Manufacturer, etc. ensuring the vendor (s) is an authorized distributor.

9. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.

10. In the event of complete chiller failure, and at the request and final approval of the Hidalgo County Facilities Management Director, contractor should have the ability to quickly provide portable air conditioning or other types of emergency equipment until chiller is fully operational. Vendor will supply Hidalgo County with a bid for portable air conditioning equipment.

11. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications.

12. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

13. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

14. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit C attached hereto.**

15. Utilization of Personnel and Materials: Vendor shall make every effort to provide services in an efficient and cost effective manner. This includes dispatching a technician that is able to perform the work within a reasonable time period, billing for helpers only when absolutely necessary for performance of the work, and minimizing unnecessary parts replacement.

16. All invoices will be reviewed for billed hours, materials and parts used, and for compliance with

contract terms and conditions prior to approving invoice for payment.

BID AWARD:

- All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best value for Hidalgo County including, but not limited to the following:

    a. The overall purchase price.
    b. Response Time: The proximity of the bidder as it relates to the ability to perform contract for Hidalgo County. Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to less than a two (2) hour guaranteed service response time frame.
    c. The reputation of the bidder.
    d. The quality of the bidder's goods or services from references.
    e. The bidder's past performance.

- Hidalgo County prefers to award the entire contract to a single Vendor; although, the County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.

- Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
    a. When primary awarded vendor does not arrive within the two (2) hour commitment or informs the County of its inability to comply.
    b. When the County finds that an additional service provider is required due to simultaneous break downs have occurred.

- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

- Bids will be considered irregular and may be rejected by Hidalgo County if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.

- Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year term under the same rate, terms and conditions.

2. County reserves the right to continue this contract for an additional sixty (60) day grace period at the

end of the contract term due to an unforeseen delay in the award of a new bid for next contract term

3. County will seek the purchase of parts and service from state awarded vendors under cooperative purchasing participation whenever it is, in the County's best interest to do so.

4. After contract is awarded if/and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

5. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires
   (b) Delivery acceptance of products and/or performance of services ordered, or
   (c) Terminated by County with thirty (30) day"s written notice prior to cancellation.

6. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

11. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

10. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by NO LATER THAN **WEDNESDAY JULY 6, 2011** @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY JULY 8, 2011** @ 5:00 P.M.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY FACILITIES MANAGEMENT

"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"

Bid No: 2011-157-07-13-MEG

EXHIBIT B

BID PAGE

HIDALGO COUNTY

"Service and Repairs of Chillers & General HVAC Equipment"

Bid No. 2011-157-07-13-MEG

The Repair contract will be for hourly/time repair rate upon arrival at the job site.

SERVICING CHILLERS	
A.) NORMAL BUSINESS HOURS:	1.) Technician:_____ 2.) Assistant:_____
B.) AFTER HOURS: (Weekends & Holidays)	1.) Technician:_____ 2.) Assistant:_____
C.) PARTS: Markup Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to Complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract	1.) Cost plus _____%
D.) LIST ALL WARRANTIES:	
E.) TIME OF RESPONSE	1.) Chiller's within_____ (hrs.)
SERVICING GENERAL HVAC EQUIPMENT	
A.) NORMAL BUSINESS HOURS:	1.) Technician:_____ 2.) Assistant:_____
B.) AFTER HOURS: (Weekends & Holidays)	1.) Technician:_____ 2.) Assistant:_____
C.) PARTS: Markup Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to Complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract	1.) Cost plus _____%
D.) LIST ALL WARRANTIES:	
E.) TIME OF RESPONSE	1.) General Equipment within_____ (hrs.)
F.) EMERGENCY EQUIPMENT	1.) Portable Chiller (per day)_____ (per week)_____ (per month)_____ 2.) Hourly Rate:_____ 3.) Set-up time & removal:_____

BID PAGE
HIDALGO COUNTY
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2011-157-07-13-MEG

BIDDERS/COMPANYNAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PHONE No. _____ FAX No. _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME: _____ TITLE: _____

E-MAIL ADDRESS: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY FACILITIES MANAGEMENT

"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"

Bid No: 2011-157-07-13-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY FACILITIES MANAGEMENT

"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"

Bid No: 2011-157-07-13-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION
&
W-9 FORM

HIDALGO COUNTY FACILITIES MANAGEMENT

"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"

Bid No: 2011-157-07-13-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY FACILITIES MANAGEMENT

"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"

Bid No: 2011-157-07-13-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

Bid Page

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2011-157-07-13-MEG

The Repair contract will be for hourly/time repair rate upon arrival at the job site.

SERVICING CHILLERS	
A.) NORMAL BUSINESS HOURS: Monday thru Friday from 8am to 5pm	1.) Technician: 78.00 per hour 2.) Assistant: 65.00 per hour
B.) AFTER HOURS: (Weekends & Holidays) Anytime after 5pm / Weekends	1.) Technician: 112.50 2.) Assistant: 97.50
C.) PARTS: Markup Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to Complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract	1.) Cost plus 30 %
D.) LIST ALL WARRANTIES: 90-days Service, 1-year major projects, Honor manufacture parts warranties	
E.) TIME OF RESPONSE	1.) Chiller's within 2 (hrs.)

SERVICING GENERAL HVAC EQUIPMENT	
A.) NORMAL BUSINESS HOURS: Monday thru Friday from 8am to 5pm	1.) Technician: 78.00 2.) Assistant: 65.00
B.) AFTER HOURS: (Weekends & Holidays) Anytime after 5pm / Weekends	1.) Technician: 112.50 2.) Assistant: 97.50
C.) PARTS: Markup Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to Complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract	1.) Cost plus 30 %
D.) LIST ALL WARRANTIES: 90-days Service, 1-year major projects, Honor manufacture parts warranties	
E.) TIME OF RESPONSE	1.) General Equipment within 2 (hrs.)
F.) EMERGENCY EQUIPMENT	1.) Portable Chiller (per day) N/A (per week) Month ÷ 3 (per month) 90.00 per ton 2.) Hourly Rate: N/A 3.) Set-up time & removal: Included in rental / Freight Cost Plus 25%

OPENED
9:42
7-13-11
Witnessed

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2011-157-07-13-MEG

BIDDERS/COMPANYNAME: Johnson Controls, Inc.

ADDRESS: 2209 N. Padre Island Dr. Suite F

CITY: Corpus Christi STATE: TX ZIP CODE 78408

PHONE No. 956-535-2718 FAX No. 956-428-1591

SIGNATURE OF AUTHORIZED PERSON:

PRINTED NAME: Lonnie Cavazos TITLE: Account Executive

E-MAIL ADDRESS: Adalberto.Cavazos@jci.com

EXHIBIT "C"

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2011

PRODUCER

Marsh USA Inc., Attn: CPU,
411 East Wisconsin Avenue
Suite 1600
Milwaukee, WI 53202 – 4419

Fax (414) 290-4953
CPU_Milwaukee@marsh.com

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.

*SEE REVERSE FOR AM BEST RATING INSURERS AFFORDING COVERAGE	NAIC # (SEE REVERSE)
INSURER A: SEE REVERSE SIDE FOR INFORMATION	
INSURER B: SEE REVERSE SIDE FOR INFORMATION	
INSURER C: SEE REVERSE SIDE FOR INFORMATION	
INSURER D: SEE REVERSE SIDE FOR INFORMATION	
INSURER E:	

INSURED

Johnson Controls, Inc.
Johnson Controls Battery Group, Inc.
Johnson Controls Interiors, L.L.C.
JCIM US LLC
Cal-Air, Inc.
GES America, L.L.C.
Metro Mechanical Inc.
Optima Batteries, Inc.
USI Real Estate Brokerage Services Inc.
York International Corporation

Attn: Corp Risk Mgmt. X-92
P.O. Box 591
Milwaukee, WI 53201

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.

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY (1) (3) (4) ☒ COMMERICAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Contractual ☒ X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	HDOG25521390	10/1/2010	10/1/2011	EACH OCCURENCE	$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
						MED EXP (Any one person)	$ 50,000
						PERSONAL & ADV INJURY	$ 5,000,000
						GENERAL AGGREGATE	$ 5,000,000
						PRODUCTS - COMP/OP AGG	$ 5,000,000
B		AUTOMOBILE LIABILITY (2) (3) (4) ** ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	90-04606-01	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea Accident)	$ 5,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
D		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $	XOO G25827855	10/1/2010	10/1/2011	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (4) ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLRC4614014A – AOS WLRC46140126 – CA SCFC46140151 – WI WCUC46140175 – EX WC WCUC46140163 – EX WC FL	10/1/2010	10/1/2011	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER (1) ADDITIONAL INSURED: If required by contract, includes coverage for Additional Insureds per attached endorsement. (2) ADDITIONAL INSURED: If required by contract, includes coverage for Additional Insureds and Loss Payees as required by contract (3) PRIMARY COVERAGE: Where required by lease or contract, this coverage is primary and not excess of or contributing with other insurance or self-insurance (4) WAIVER OF SUBROGATION: Insured waives subrogation to the extent required by contract.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
JCI Contract No.:
JCI Project Name:
Customer PO Number:

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway 281 Business
Edinburg. TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE 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

Of MARSH USA INC.

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2009/01)

COMPANIES AFFORDING COVERAGE	AM Best Rating (as of 9/1/10) *SEE BELOW	NAIC #
INSURER A: ACE AMERICAN INSURANCE COMPANY PO Box 41484, Philadelphia, PA 19101	A+ XV	22667
INSURER B: SENTRY INSURANCE A MUTUAL CO. 1800 North Point Dr., Stevens Point, WI 54481	A+ XV	24988
INSURER C: ACE AMERICAN INSURANCE COMPANY FOR CA, FL, WI AND EX WC; INDEMNITY INS. CO OF NORTH AMERICA FOR ALL OTHERS PO Box 41484, Philadelphia, PA 19101	A+ XV	43575
INSURER D: ACE PROPERTY & CASUALTY INSURANCE COMPANY 436 Walnut Street, Philadelphia, PA 19106	A+ XV	20699

*A.M. Best ratings of insurers are provided for information purposes only and are based upon information with respect to such ratings available to Marsh USA Inc. on the date set forth herein with respect to such ratings. Marsh USA Inc. will have no responsibility or obligation to, inform the certificate holder or any person relying upon this certificate of any changes in such A.M. Best ratings occurring after such date. Marsh USA Inc. will have no liability with respect to the solvency or future ability to pay claims of any of the insurance companies which have issued the insurance policies referenced herein.

** The Auto Liability placement was made by Risk Management Resources, Inc., 121 W. Wacker Dr., Suite 2325, Chicago, IL. Marsh USA Inc. acts in the role of consultant to the Insured with respect to this placement, which is indicated for your convenience.

POLICY NUMBER: HDOG25521390 **COMMERICAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name of Additional Insured Person(s) Or Organization(s):
If required by contract,
Location(s) Of Covered Operations
As required by contract,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Endorsement #A2

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

A. **Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Endorsement #A2A

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDERS LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: July 13, 2011 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: Hidalgo County Facility's Management-"Service and Repairs of Chillers and General HVAC Equipment" BID NO: 2011-157-07-13-MEG

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Carrier Sales & Industrial Srvs Attn: Billy Yaklin william.yaklin@carrier.utc.com	Email	Elena Gomez	06/27/11	300 N. Alamo Rd Alamo, Tx 78516 361-289-0944 (office) 361-438-0498 (cell)
2). Trane Attn: Marvin Dodge marvin.dodge@trane.com	Email	Elena Gomez	06/27/11	3650 Highpoint San Antonio, Tx 78217 210-657-0901 (office) 210-657-0627 (fax)
3.) Johnson Controls Attn: Lonnie Cavazos adalberto.cavazos@jci.com ccavaza@aol.com; lonaggcime@aol.com	Email	Elena Gomez	06/27/11	1742 Gabriel Landing Harlingen, Tx 78550 956-535-2718 (o) 956-428-1591 (fax)
4.) CAHS Inc. Chris Vasquez c.vasquez@cahsinc.com	Email	Elena Gomez	06/27/11	3008 Spur 54 Harlingen, Texas 78552 Toll-Free: (800)-773-4509 Phone: (956) 428-4509 Fax: (956) 428-4512
5.) ELAC Frank Garcia elacrgv@yahoo.com	Email	Elena Gomez	06/27/11	707 Mozelle Ave. Pharr, TX 78577 956-787-7602
6.) Toromont Energy Systems Attn: Felix Word Stacy McClain felix.word@ephvac.us stacy.mcclain@ephvac.us	Email	Elena Gomez	06/27/11	2130 Wellspring Beaumont, Texas 77705 409-722-8670 (phone) 409-722-8893 (fax) 956-243-4325 (cell) Felix Word
7. Prime Vendor Inc Alix Sechrest bids17@prime-vendor.com	Email	Elena Gomez	07/7/11	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

AI-28219 **23. F. 2.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award proposal received from CAS Companies in the amount of $427,499.02 (through Hidalgo County's membership/participation with TCPN Contract #JOC-R5004) for the provision of labor, to include materials but not limited to any appurtenances, as per specifications developed by S&B Infrastructure, Ltd for proposed repairs & renovations for the new Hidalgo County Autopsy Facility project #2011-039-02-08-OGG and evidenced by a properly executed purchase order.

BACKGROUND

Proposed project proposal has been reviewed by S&B Infrastructure and recommends approval for best valued proposal received as per attached "Engineers analysis of Contractors proposals".

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Current available funds in the amount of $464,974.75 as of 08/25/11.

Attachments

analysis report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/24/2011 03:19 PM
Budget & Management	Merlen P. Munoz	08/24/2011 03:21 PM
Olga Garza	Olga Garza	08/25/2011 09:40 AM
Auditor's Office	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Oscar Garza Started On: 08/24/2011 09:46 AM

Final Approval Date: 08/25/2011

ENGINEER'S ANALYSIS OF CONTRACTOR'S PROPOSALS

FOR

Renovation of the Existing Juvenile Detention Center to the Hidalgo County Autopsy Facility

Hidalgo County, Texas

Prepared for:
The County of Hidalgo

Submitted / Prepared by:

S&B INFRASTRUCTURE, LTD.
Engineering ✦ Management ✦ Technology

Texas Firm No. 1582

Project Manager: Sharlotte L. Teague, PE
Civil Engineer: Dario V. Guerra, PE
Structural Engineer: Weixiong Chen, PE
Electrical Engineer: Kamel Bey, PE

March 22, 2011

Section I – Purpose of Engineer's Analysis

I.1 Description of Project

S&B Infrastructure, Ltd. (S&B), as Contractor, performed the final design and prepared the plans, specifications, and estimates (PS&E) for the renovation of the Existing Juvenile Detention Facility located in Hidalgo County, Texas, hereinafter referred to as "Project".

I.2 Solicitation of Proposal

The Project was advertised for competitive proposal during the parts of December 21, 2010 through March 15, 2011 (**Appendix**). Meeting attendance was mandatory for contractors to be eligible to submit a proposal on the Project. (Attached in the **Appendix** are the minutes and list of attendees from the meeting.)

I.3 Receipt of Proposals

On March 15, 2011, the Hidalgo County received two (2) eligible proposals. These proposals are outlined in **Exhibit A**. The apparent lowest proposal was submitted by CAS Companies. S&B was able to confirm all proposals, as attending the meeting by comparison of company names on the roster to the company name in the abstract provided by Hidalgo County.

I.4 Purpose of Analysis

The purpose of this analysis includes the following:

- Identify the variances between the lowest proposal and the Engineer's Estimate (as shown in **Exhibit C**);
- Evaluate the overall proposal (as shown in **Exhibit A**);
- Provide recommendation regarding award.

Section II – Analysis

II.1 Overall Proposals Received and the Engineer's Estimate

As previously mentioned in I.3 above, two (2) eligible proposals were received on March 15, 2011. These proposals are outlined in **Exhibit A**, and are as follows:

- CAS Companies $427,499.02
- Alpha Building Corporation $497,190.70

The Engineer's Construction Estimate (outlined in **Exhibit B**) was $522,283.93

II.2 Variances Between Proposals Received and the Engineer's Estimate

The contractor's proposals ranged from $427,499.02. to $497,190.70 with an average overall proposal of $462,344.86 as shown in **Exhibit A**.

The difference between the apparent low proposal (CAS Companies at $427,499.02) and the Engineer's Estimate (at $522,283.93) is $94,794.91 (under) as shown in **Exhibit C**.

The difference between the apparent low proposal and the average overall proposal is $34,845.84 (under) as shown in **Exhibit C**.

The difference between the apparent low proposal (CAS Companies at $427,499.02) and the next lowest proposal (Alpha Building Corporation at $497,190.70) is $69,691.68 (under) as shown in **Exhibit C.**

The main variances occurred in the following primary items of work (proposal items) as shown in **Exhibit C**.

- **Division 21** **Plumbing**
- **Division 22** **HVAC**
- **Division 23** **Electrical**

These will be the 3 items focused on in this report.

II.3 Evaluation of Proposals

In this report, S&B evaluated the proposals by first reviewing the specification item's overall costs to the engineer's estimate of cost for that same specification item. The compared unit costs along with their variances are summarized for each primary item of work. Lastly, the overall costs of each specification item were compared to the second lowest proposal. Evaluation as described above of the overall proposals, the lowest proposal, and the Engineer's Estimate is as follows:

- **Division 21 Plumbing**:
  The Engineer's Estimate for this item did not coincide with the proposals since the proposals included demolition of plumbing within their proposal work. Though going through the Engineer's Estimate and summing the items. The Plumbing total is $38,318. The proposal amounts for plumbing range from $23,530.24 to $60,996.20, with an average of $ 42,263.22.

  The Engineer's Estimate was based on RS Means like the proposals. The difference being from both that makes it difficult to analyze is the fact that the contractors included their plumbing demolition with their as their proposed plumbing work. The Engineer's Estimate consists of a complete demolition cost, unlike the contractor's proposal.

- **Division 22 HVAC**:
  The Engineer's Estimate for this item was $92,600. The proposal amounts range from $66,271.84 to $168,198.71 with an average of $117,235.

  The Engineer's Estimate was adjusted with the proposal of a new 15 ton AHU and two (2) 7.5 ton condensers. Since the proposed system is to be heated by natural gas, a duct heater was proposed as well. Also, the removal of an existing 20 ton unit and two (2) existing condensers are to be removed. The proposed 15 ton unit is to be installed into existing duct work, and the condensers are to be mounted on an existing concrete pad.

  The difference between the apparent low proposal and the Engineer's Estimate for this item equates to $26,328.16(under).

  Like the plumbing (Division 21), it was difficult to analyze and compare pricing due to the arrangement of the proposals in comparison with the Engineer's Estimate.

- **Division 23 Electrical:**
  The Engineer's Estimate for this item was $78,990. The proposals range from $84,895.94 to $106,774.00 with an average of $95,834.96.

  Previously The Engineer's Estimate was calculated with the cost of an emergency generator. The proposed generator cost was estimated to be $50,000. Also there was an adjustment to the " Power" item. This item was specified to be $50,000 and was later changed to $18,680.

  The apparent low proposal had a higher cost for this item. The difference between the apparent low proposal and the Engineer's Estimate for this proposal item equates to $27,784 (over).

Section III – Recommendation Award of Proposal

In summary, as previously mentioned in I.3 and II.1 above, two (2) eligible proposals were received on March 15, 2011. These proposals are outlined in **Exhibit A**, and are as follows:

- CAS Companies $427,499.02
- Alpha Building Corporation $497,190.70

As shown above, the apparent lowest proposal is CAS Companies. The Engineer's Estimate (outlined in **Exhibit B**) total is $522,283.93.

Based on the evaluation in Section II, it is the Engineer's opinion and recommendation to award the construction contract to CAS Companies.

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EXHIBITS

Exhibit A **Proposal Tabulation Comparison**

Exhibit B **Opinion of Probable Construction Cost**

Exhibit C **Difference in Proposals and Engineer's Estimate**

Exhibit A

Proposal Tabulation Comparison

Exhibit B

Opinion of Probable Construction Cost (Engineer's Estimate)

Item Description	Measurement	Proposed Quantity	Proposed Unit Cost	Proposed Total Cost
DEMOLITION	**$98,537.80**			
Roof Deck Removal (built up roof)	SF	11,900	$2.00	$23,800.00
Interior Wall Partitions (8" thick block walls)	SF	6353	$2.60	$16,517.80
Remove Metalic doors	EA	17	$200.00	$3,400.00
Ceiling Removal (Suspended & non suspended system)	SF	11,900	$1.30	$15,470.00
Remove Flooring (linoleum)	SF	4,000	$2.00	$8,000.00
Concrete Sections (existing beds (13))	SF	325	$26.00	$8,450.00
Plumbing Fixtures (water closets)	EA	12	$50.00	$600.00
Lavatory, Showers, Mop sinks	EA	3	$250.00	$750.00
Water Piping demolition	LF	125	$4.00	$500.00
Electrical Fixtures	EA	50	$15.00	$750.00
(receptacles, fixtures included in Partitions)				
Electrical Fixtures (exist. lighting) in suspended system	EA	88	$20.00	$1,760.00
HVAC Duct Work	LF	170	$7.00	$1,190.00
Roof Top Unit Equipment Removal	EA	1	$4,500.00	$4,500.00
Air Diffusers and registers	EA	57	$50.00	$2,850.00
Fire Protection Systems (No Demolition on this SOW)				
HVAC Demolition, condensing unit, 7.5 ton	EA	2	$3,000.00	$6,000.00
HVAC Demolition, AHU unit, 20 ton	EA	1	$4,000.00	$4,000.00
FOUNDATIONS AND SLABS	**$2,310.00**			
Wall Footings (24" toe type assumed)	CY	3	$110.00	$330.00
Foundations at Columns Installation	CY	9	$220.00	$1,980.00
EXTERIOR CLOSURE	**$18,302.00**			
Exterior Roll up door (Automatic)	EA	1	$3,580.00	$3,580.00
Exterior Door, Metal Hollow	EA	1	$950.00	$950.00
Double Doors	EA	552	$6.00	$3,312.00
Doors (without replacing frame)	EA	276	$35.00	$9,660.00
Windows (seal opening block/mortar)	EA	4	$200.00	$800.00
ROOF	**$78,725.00**			
Metal roofing w/ flashings	SF	930	$6.00	$5,580.00
Medium Load Vertical Beams (Sallyport Entrance)	EA	4	$500.00	$2,000.00
Roof Deck Installation (built up roof .024")	SF	11,900	$4.50	$53,550.00
Roof Deck waterproof (fluid applied neoprene)	SF	500	$3.06	$1,530.00
Roof Deck insulation (1" thick, R6.67)	SF	11,900	$1.35	$16,065.00
INTERIOR CONSTRUCTION	**$44,220.14**			
Interior Wall Partitions (woodframing 15' ceiling)	SF	1553	$2.00	$3,106.00
Interior Wall Partitions (drywall 15' ceiling)	SF	1553	$2.00	$3,106.00
Interior Wall Partions (gypsum plaster walls only)	SY	173	$20.70	$3,581.10
Interior Wall Partions (paint, spray, 2 coats)	SF	23600	$0.70	$16,520.00
Linoleum base (only on office areas plus 10% cutting)	SF	4000	$2.50	$10,000.00
Ceramic tile floor (shower only)	SF	1368	$5.78	$7,907.04
Floor-Concrete, sealed	SF	0	$0.00	$0.00

SPECIALTY ITEMS	**$26,590.00**			
Millwork - Center Counter (Wooded work station)	LF	27	$85.00	$2,295.00
Millwork - Storage shelving	LF	20	$108.00	$2,160.00
Fire extinguishers	EA	2	$500.00	$1,000.00
Signage allowance	LS	1	$1,500.00	$1,500.00
Ceiling Installation	SF	11,900	$1.65	$19,635.00
(Suspended system, 2'x2' T bar system)				
FURNISHINGS & EQUIPMENT	**$12,100.00**			
Public area seating	Seat	20	$100.00	$2,000.00
Conference room tables	EA	1	$500.00	$500.00
Conference room seating	Seat	8	$100.00	$800.00
Viewing area seating	Seat	10	$100.00	$1,000.00
Office area seating	Seat	6	$300.00	$1,800.00
Computers/ printers/ fax machines	EA	6	$1,000.00	$6,000.00
MECHANICAL	**$109,060.00**			
Plumbing (# of fixtures installed)	LS	25	$200.00	$5,000.00
Special Plumbing (Specialty fixture, RO system)	EA	1	$6,000.00	$6,000.00
Special Plumbing (Specialty fixture,	EA	1	$12,000.00	$12,000.00
Solid Waste Containment)Installation	LS	1	$12,000.00	$12,000.00
Saw Cutting Concrete	LF	400	$3.67	$1,468.00
Yard Cleanouts	LS	1	$400.00	$400.00
PVC type material	LF	400	$12.43	$4,972.00
County Owned material (Washstations	EA	4	$250.00	$1,000.00
Install Labor only)				
County Owned material (Walk in cooler	EA	1	$10,000.00	$10,000.00
Install Labor only)				
HVAC systems (1-4 ton Trane split Equipment)	LS	1	$10,000.00	$10,000.00
HVAC system (1-4 ton Trane RTU)	LS	1	$10,000.00	$10,000.00
Ductwork and Accessories (Rtu-1, Fcu-1,180 LF)	LS	1	$3,500.00	$3,500.00
Air Devices (57)	LS	1	$3,420.00	$3,420.00
Exhaust Fans (4)	LS	1	$5,500.00	$5,500.00
Existing Equipment Service (40 hrs)	LS	1	$4,800.00	$4,800.00
Proposed AHU-1 15 ton w/ (2) 7.5 ton condencers (Lennox)	LS	1	$18,000.00	$18,000.00
Proposed Duct Furnace (Lennox)	LS	1	$1,000.00	$1,000.00
ELECTRICAL	**$76,480.00**			
Service and distribution	LS	1	$12,000.00	$12,000.00
Lighting Fixtures	EA	90	$200.00	$18,000.00
Power	LS	1	$18,680.00	$18,680.00
Fire alarm	LS	1	$9,000.00	$9,000.00
Door access control	LS	1	$4,500.00	$4,500.00
Security Monitoring (optional)	LS	1	$8,500.00	$8,500.00
Security System (fixed, video cameras)	LS	1	$5,800.00	$5,800.00
Emergency Power Generator**********DELETED**********	LS	1	$0.00	$0.00
Subtotal TOTAL ESTIMATE				$466,324.94
Contractor's General Administration Conditions @ 2%	LS	1	$9,326.50	$9,326.50
Contingency (10% of Subtotal)	LS	1	$46,632.49	$46,632.49

TOTAL ESTIMATE				$522,283.93
Roof demo & repair total				$102,525.00
TOTAL ESTIMATE without Roof work				$419,758.93

Exhibit C

Difference in Proposals and Engineer's Estimate

DIFFERENCE IN PROPOSALS

Company	Cost
S&B OPC (Estimate)	$522,293.93
CAS	$427,499.02
Alpha BC	$497,190.70

Variances between Proposals Received and the Engineers Estimate

CAS	$427,499.02
Alpha BC	$497,190.70
Avg. Overall Proposal =	$462,344.86

Difference between Low Proposal and Engineer

S&B OPC (Estimate)	$522,293.93
CAS	$427,499.02
Difference	$94,794.91

Difference between Avg. Overall Proposal and Low Proposal

Avg. Overall Proposal	$462,344.86
CAS	$427,499.02
Difference	$34,845.84

Difference between Submitted Proposals

CAS	$427,499.02
Alpha BC	$497,190.70
Difference	$69,691.68

Appendix

EXHIBIT "B"

PROPOSAL PAGE

HIDALGO COUNTY FACILITIES MANAGEMENT

"REPAIRS & RENOVATIONS TO OLD JUVENILE JUSTICE PROBATION CENTER FOR NEW COUNTY AUTOPSY FACILITY"

LOCATED AT 3100 SO. CLOSNER

EDINBURG, TX. 78539

PROJECT #2011-039-02-08-OGG

Tuesday March 15, 2011

	Job Order Contractor	e-mail	Total Proposal
1	Herrera & Hunt	KeithF54@aol.com	
2	CAS COMPANIES	rmoses@caslp.com	$427,499.02
3	ALPHA BUILDING	ggrajales@alphabuilding.com	488,857.50
			8333.50
			497,190.50

SIGN – IN LOG
"Repairs & Renovations to Old Juvenile Justice Center for New County Autopsy Facility"
PROJECT NO: #2011-039-02-08-OGG
Tuesday 15, 2011 @ 2:30 PM
RFP Autopsy Facility

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
OSCAR GARZA	PURCHASING DEPT.	318-2626	oscarg.garza@co.hidalgo.tx.us
DARIO V. GUERRA	S+B	926-5000	dvguerra@sbinfra.com
Raymond Moses	CAS	956-216-8200	rmoses@CASLP.com
Humberto Gamez	AC Pct. 4	(956) 975-6490	
Gabriel Salinas	S&B Infrastructure	926-5000	salinag@sbinfra.com
Seferino Garza	F/M	292-8367	seferino.garza@co.hidalgo.tx.us
Rick Sunday	Fac. Mgt.	289-7858	richard.sunday@co.hidalgo.tx.us
Yanzi Garcia	Pur-Dept.		
MICHAEL LEO	County Judges Office	318-2600	MICHAEL.LEO@CO.HIDALGO.TX.US
SERGIO CRUZ	DBM	292-7025	sergio.cruz@co.hidalgo.tx.us
Gus Grajales	Alpha	202-9079	

March 15, 2011

CAS Companies



Oscar Garza
Purchasing
Hidalgo County
100 E. Cano
Edinburg, TX 78539

RE: Hidalgo County Autopsy Facility
CAS Quote # 2011-027-07

Dear Mr. Garza:

CAS Companies is pleased to provide you with this proposal to provide the Hidalgo County Juvenile Detention Facility Renovation to Autopsy Facility.

CAS Companies is an approved vendor through **The Cooperative Purchasing Network (TCPN)** contract **#JOC – R5004** whom Hidalgo County would contract with to perform the work described in the deliver work order scope below.

This bid and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TCPN program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

CAS Companies requires a signed proposal by Hidalgo County to schedule the work.

Sincerely,

Jaime Tijerina

Jaime Tijerina

111 Brand Lane
Stafford, TX 77477
Phone: 281.499.4747
Fax: 281.499.6655

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

www.caslp.com

CAS Companies

Expressway Frontage
Harlingen, Texas

Delivery Order Scope of Work Plan

Date: 3-15-11
Locations: Edinburg, TX

Title: Hidalgo County Autopsy Facility

ET: Jaime Tijerina

Description of Delivery Order:

Proposal Amount **$427,499.02**

Scope of Work:

CAS Company proposes to complete the renovations of the Hidalgo County Juvenile Detention Facility Renovation to Autopsy Facility. Renovations to be completed in accordance with drawings provided by Hidalgo County including all demolition work necessary to complete the task. Renovations to include Electrical, Plumbing and HVAC complete per provided drawings and specifications. Complete the installation of autopsy sinks, hose reels, cadaver refrigerator and the assembly of walk in cooler to be provided by the county. Complete all finish work according to schedule.

Specific:

Staging:

- Establish with the direction of owner to secure area for the staging of company vehicle(s) and for delivery of material.

Assumption:

Material and labor associated with unforeseen or unexpected conditions are not included with this scope of work and proposal. Any costs associated with unforeseen or unexpected conditions are above and beyond this scope of work and will incur additional cost above and beyond those proposed with this scope of work.

Exclusions:

- *Hazardous material surveys, work, and clearances are not included in this scope of work and are to be completed by others.*
- *Applicable Taxes, Any work not specified in Scope of work*
- *Any changes will require an additional cost*
- *Performance of fixtures or equipment provided by the county*
- *Changes to electrical panel to upgrade power requirements.*
- *Any roof work and/or repair*
- *Fire alarm and fire suppression system.*

Clarification:

No work on change variances (orders) will be performed without written and documented authorized documentation.

Assumptions:

Special lead-time equipment and materials: Approximately four weeks from receipt of purchase order.

Interface with existing structure: No

Possible disruption to building personnel and plans to minimize: None

Outages: None

Special training/Orientation Requirements: *None*

Work to be performed during non-normal hours: *No*

Outage Coordination: *None*

Schedule Issues: *None*

Special Issues: *None*

Special Security Requirements: *None*

Significant Milestones: *None*

Hazardous Materials: None

Quality Assurance Considerations: A pre-final inspection will be held the day of completion. Any items identified will be corrected before request for final inspection.

I. STAFFING PLAN:

A. Project Manager: *Jaime Tijerina*
B. Superintendent: *TBD*
C Quality Control: *Jaime Tijerina*
D Subcontractors: *TBD*

II. PERMITS: None

A. Excavation
B. Burning: Welding: Cutting:

III. DETAILED COST ESTIMATE:

A. Estimates included with this Work Plan:
Arch Mech X Elec X

SUBMITTAL REQUIREMENTS:

IV. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By: *Jaime Tijerina* Approved By: _____ *Date*_____

Name_____

In acceptance of this proposal submitted, please issue the Purchase Order to TCPN & CAS:

(Ref: TCPN) Contract # JOC – R5004
Contact – Audra Garcia
713-744-8113 Phone
800-458-0099 Fax

CAS Companies
5402 S Expressway 83
Harlingen, Texas 78552
Phone: 956-216-8200
Fax: 956-216-8069

By signing above, customer authorizes performance of the agreed to work and shall pay for the services and/or other services authorized and agreed to by customer. All charges shall be paid immediately upon completion of the performed services. Customer expressly agrees to pay all costs for collection of payment, if necessary, including attorney's fees and court costs. Interest on an open balance is billed at the higher of 2% per month or the maximum lawful rate.

CAS Companies

CAS Factor Calculation Sheet — Date Submitted: 6/10/2008

Harlingen ISD

Customer Name

Hidalgo County Autopsy

Project Name — CAS #: 2011-027-07

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			522,241
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
Cost Adjusted by CAS			522,241
Coefficient	0.78	X	
Cost Adjusted for Coefficient			407,348
Zone Factor			
> 150 miles	1.00	X	
Cost Adjusted for Zone			407,348
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
Cost Adjusted for DO Size			407,348
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
Cost Adjusted for Time of Performance			407,348
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
Cost Adjusted for Volume			407,348
Davis - Bacon (If Applicable)			
Cost Adjusted for Davis-Bacon			407,348
Permits $	4,200		
Cost Adjusted for Permits			411,548
Architect / Engineer fee $	3,500		
Cost Adjusted for Architect / Engineer Fee			415,048
Bond	0.030	X	12,451
TOTAL ADJUSTED COST			$ 427,499.02

CAS Signature

Date

Unit Detail Report

Cost Estimate Report
CostWorks
RSMeans

Year 2011

Date: 15-Mar-11

Hidalgo County Morgue

Prepared By:
Bill Bowlin
CAS Companies

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements							
011131200100	U		Existing Equipment Service	40.00	Hr	$150.00	$6,000.00
013113200160			Field personnel, general purpose laborer, average	5.00	Week	$2,075.00	$10,375.00
013113200200			Field personnel, project manager, average	5.00	Week	$3,175.00	$15,875.00
013113200260			Field personnel, superintendent, average	2.00	Week	$2,950.00	$5,900.00
Division 01 Subtotal							**$38,150.00**
Division 02 Existing Conditions							
024113150430			Selective site demolition, hydrodemolition, concrete pavement, 6000 PSI, 6" depth	325.00	S.F.	$12.94	$4,205.50
024113380500			Selective demolition, water & sewer piping & fittings, concrete pipe end pieces, 24"-36", diameter, excludes excavation	125.00	L.F.	$14.51	$1,813.75
024116172080			Bldg. footings and foundations demolition, remove concrete walls, block, 8" thick, excludes disposal costs and dump fees	6,353.00	S.F.	$2.29	$14,548.37
024210200140			Deconstruction of building plumbing fixtures, floor mounted water closet, up to 2 stories, excludes handling, packaging or disposal costs	12.00	Ea.	$24.62	$295.44
025613100120			Containment of hazardous waste,secure burial cell, excavation of contaminated soil & waste, by hand, to 6 feet deep, incl. 4 suits & resp./day/worker	30.00	B.C.Y.	$64.33	$1,929.90
028533500220			Demolition in mold contaminated area, ceiling, suspended acoustical tile	11,900.00	S.F.	$0.68	$8,092.00
Division 02 Subtotal							**$30,884.96**
Division 03 Concrete							
033053400800			Structural concrete, in place, column (4000 psi), square, min reinforcing, 16" x 16", includes forms(4 uses), reinforcing steel, concrete, placing and finishing	9.00	C.Y.	$706.81	$6,361.29
033053403940			Structural concrete, in place, continuous strip footing (3000 psi), 24" wide x 12" deep, reinforced, includes forms, reinforcing steel, concrete, placing and finishing	3.00	C.Y.	$213.42	$640.26
038116500800			Concrete sawing, concrete walls, plain, per inch of depth, hydraulic saw	400.00	L.F.	$4.83	$1,932.00
Division 03 Subtotal							**$8,933.55**
Division 05 Metals							
051223101600			Ceiling support, structural framing, motor supports for overhead doors, shop fabricated	1.00	Ea.	$724.38	$724.38
051223174550			Column, structural tubing, 6" x 6" x 1/4" x 12'-0", incl shop primer, cap & base plate, bolts	5.00	Ea.	$378.81	$1,894.05

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
1223401330			Cross bracing angles, to reinforce structural framing, 5"x5"x3/8", shop fabricated, incl shop primer, fasteners	100.00	Lb.	$1.87	$187.00
051223751100			Structural steel member, 100-ton project, 1 to 2 story building, W12x16, A992 steel, shop fabricated, incl shop primer, bolted connections	70.00	L.F.	$24.49	$1,714.30
052119100160			Open web bar joist, K Series, 40-ton job lots, 12K3, 5.7 plf, spans up to 30', shop fabricated, incl shop primer, horizontal bridging	400.00	L.F.	$8.54	$3,416.00
053123503800			Metal roof decking, steel, open type J wide rib, galvanized, over 50 Sq, 4-1/2" D, 18 gauge	1,200.00	S.F.	$5.94	$7,128.00
Division 05 Subtotal							**$15,063.73**
Division 06 Wood, Plastics, and Composites							
060505203100			Selective demolition, millwork and trim, ceiling, remove	1,500.00	L.F.	$0.30	$450.00
Division 06 Subtotal							**$450.00**
Division 07 Thermal and Moisture Protection							
070505103720			Selective demolition, thermal and moisture protection, roofing, built-up, 5-ply, includes gravel	11,900.00	S.F.	$1.07	$12,733.00
Division 07 Subtotal							**$12,733.00**
Division 08 Openings							
080153810160			Windows, solid vinyl replacement, casement, insulated glass, one operating sash, 61 to 70 united inches	4.00	Ea.	$325.76	$1,303.04
80505100220			Door demolition, exterior door, double, 6' x 7' high, 1-3/4" thick, remove	12.00	Ea.	$13.44	$161.28
080505100500			Door demolition, interior door, single, 3' x 7' high, 1-3/8" thick, remove	5.00	Ea.	$8.06	$40.30
080505102000			Door demolition, door frames, metal, remove and reset	17.00	Ea.	$25.34	$430.78
081313130060			Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/8" thick, 20 ga., 3'-0" x 6'-8"	1.00	Ea.	$424.09	$424.09
081416090410			Doors, wood, architectural, flush, interior, hollow core, 7 ply, hardboard face, 2'-4" x 7'-0" x 1-3/4" thick	552.00	Ea.	$128.19	$70,760.88
081416090480			Doors, wood, architectural, flush, interior, hollow core, 7 ply, for prefinishing, clear, add	276.00	Ea.	$41.50	$11,454.00
083613102950			Doors, overhead, commercial, stock, steel, heavy duty, sectional, for electric trolley operator, 1/2 HP, over 12' x 12', add	1.00	Ea.	$1,455.41	$1,455.41
083613200320			Doors, residential, garage, overhead, sectional, fiberglass, deluxe, 16' x 7', incl. hardware, excl. frame	1.00	Ea.	$2,551.03	$2,551.03
Division 08 Subtotal							**$88,580.81**
Division 09 Finishes							
090505101580			Ceiling demolition, support wires for ceiling insulation, on suspension system, remove	11,900.00	S.F.	$0.45	$5,355.00
090505200800			Flooring demolition, resilient, sheet goods	5,000.00	S.F.	$0.24	$1,200.00
2113101200			Partition Wall, gypsum lath, 2 coat vermiculite plaster, 2 sides, 2-1/2" metal studs, 25 ga., 12" O.C.	1,553.00	S.F.	$5.94	$9,224.82

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
2116337600			Partition Wall, interior, fire & water resistant, 2 layers, 2 hour , taped both sides,installed on & incl.25 ga, NLB metal studs, 3-5/8" wide, 16" O.C., 8' to 12' high, 5/8" gypsum drywall	1,553.00	S.F.	$2.90	$4,503.70
092320101200			Gypsum Plaster, 3 coats on and incl. painted metal lath, on wood studs	173.00	S.Y.	$22.12	$3,826.76
093013103260			Ceramic tile, floors, glazed, thin set, color group 1, 8" x 8"	1,368.00	S.F.	$6.19	$8,467.92
095123100400			Suspended Acoustic Ceiling Tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	11,900.00	S.F.	$1.84	$21,896.00
096516105500			Resilient flooring, linoleum sheet goods	4,000.00	S.F.	$5.71	$22,840.00
099123721600			Paints & Coatings, walls & ceilings, interior, concrete, drywall or plaster, glaze coating, 2 coats, clear, spray	23,600.00	S.F.	$0.68	$16,048.00
Division 09 Subtotal							**$93,362.20**
Division 10 Specialties							
101419103900			Signs, plaques, custom, cast aluminum, up to 450 letters, 20" x 30"	1.00	Ea.	$1,445.89	$1,445.89
101419106000			Signs, exit type, interior electric, wall mount, fiberglass panels, 2 lamps, 6" h	1.00	Ea.	$188.28	$188.28
102113131400			Partitions, toilet, cubicles, floor & ceiling anchored, incl. 52" grab bars, for handicap units, add	10.00	Ea.	$315.00	$3,150.00
102116100420			Shower compartment, floor mounted, cabinet, no door, fiberglass, 36" x 48", includes bases, excludes plumbing	2.00	Ea.	$736.56	$1,473.12
104416131120			Fire extinguishers, dry chemical, pressurized, standard type, portable, painted, 30 lb	2.00	Ea.	$415.00	$830.00
105723191300			Wood Shelving, adjustable closet rod and shelf, 12" wide, 8' long	20.00	Ea.	$44.82	$896.40
Division 10 Subtotal							**$7,983.69**
Division 12 Furnishings							
123623131000			Counter tops, custom, plastic laminate, square edge, plastic face, 7/8" thick, includes backsplash	27.00	L.F.	$52.56	$1,419.12
Division 12 Subtotal							**$1,419.12**
Division 13 Special Construction							
133419502490			Pre-Eng Steel Bldg, clear span tapered beam frame, 30 psf roof and 20 psf wind load, 101' to 120' W x 20' eave H, incl. 26 ga. colored ribbed roofing & siding, excl. footings, slab, anchor bolts	415.00	SF Flr.	$16.66	$6,913.90
Division 13 Subtotal							**$6,913.90**
Division 22 Plumbing							
220505101200			Fixture, lavatory, wall hung, selective demolition, includes 10' piping	3.00	Ea.	$19.90	$59.70
220505101300			Fixture, sink, single compartment, selective demolition	3.00	Ea.	$24.88	$74.64
220505101340			Shower, stall and receptor, selective demolition	3.00	Ea.	$59.71	$179.13
220719301008	U		County Owned material (Washstations Install Labor only)	4.00		$400.00	$1,600.00
220719301098			Pipe insulation protective jacketing, PVC, white, 48" lengths, 30 mil thick, 30" ID, cut from roll goods, size based on OD of insulation	400.00	L.F.	$10.07	$4,028.00

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
220719301100	U		County Owned material (Walk in cooler Install Labor only)	1.00		$8,500.00	$8,500.00
221113232140			Pipe, copper, tubing, solder, 1/2" diameter, type L, includes coupling & clevis hanger assembly 10' O.C.	200.00	L.F.	$6.57	$1,314.00
221113232220			Pipe, copper, tubing, solder, 1-1/4" diameter, type L, includes coupling & clevis hanger assembly 10' O.C.	200.00	L.F.	$16.28	$3,256.00
224116106000			Lavatory, wall hung, vitreous china, white, with backsplash, single bowl, 18" x 15", includes trim	10.00	Ea.	$290.33	$2,903.30
224213303120			Urinal, wall hung, vitreous china, with hanger & self-closing valve, blowout type	3.00	Ea.	$538.49	$1,615.47
Division 22 Subtotal							**$23,530.24**
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)							
230505101540			Air conditioner, ductwork, rigid, 30" x 72", selective demolition	170.00	L.F.	$2.63	$447.10
230505101650			Diffusers, registers or grills, above 36" max dimension, selective demolition	57.00	Ea.	$6.53	$372.21
230505105130			Roof top air conditioner, 150 thru 300 ton, selective demolition	2.00	Ea.	$1,873.78	$3,747.56
230713103212			Insulation, ductwork, blanket type, fiberglass, flexible, vinyl jacket, .75 lb. density, 1-1/2" thick	180.00	S.F.	$1.25	$225.00
230713103330			Insulation, ductwork, blanket type, fiberglass, flexible, unfaced, 1 lb. density, 2" thick	180.00	S.F.	$1.37	$246.60
233113130100			Metal Ductwork, fabricated rectangular, under 100 lb., aluminum alloy 3003-H14, includes fittings, joints, supports and allowance for a flexible connection, excludes insulation	180.00	Lb.	$11.26	$2,026.80
233113166731			Metal Ductwork, spiral preformed, steel, galvanized, end cap, max. 10" S.P.W.G., 20"	180.00	Ea.	$45.57	$8,202.60
233416107418			Fans, roof mounted kitchen exhaust, aluminum, centrifugal, direct drive, 2 speed, temperature to 200Deg.F, 3/4 H.P., 15"	4.00	Ea.	$1,313.24	$5,252.96
235123101120			Vent chimney, prefabricated metal, gas, double wall, galvanized steel fitting, roof flashing, 14" diameter, U.L. listed	2.00	Ea.	$139.29	$278.58
236313101640			Condenser, ratings are for air cooled, direct drive, propeller fan, 30Deg.F T.D., 5 ton, R-22, replace unit	1.00	Ea.	$2,205.68	$2,205.68
236313101690			Condenser, ratings are for air cooled, direct drive, propeller fan, 30Deg.F T.D., 16 ton, R-22	1.00	Ea.	$4,901.18	$4,901.18
237613100120			Evaporative cooler, ducted, side discharge style, capacities at .25" S.P., 1785 CFM, 1/3 H.P., 115 V, excludes duct	1.00	Ea.	$560.39	$560.39
237613100240			Evaporative cooler, ducted, side discharge style, capacities at .25" S.P., 6090 CFM, 1 H.P., 230/460 V, excludes duct	1.00	Ea.	$1,749.38	$1,749.38
238119202100			Self-contained single package A.C., water cooled, for free blow or duct, with electric heat, constant volume, 5 ton cooling, excludes tower	1.00	Ea.	$9,013.95	$9,013.95

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
8119202100			Self-contained single package A.C., water cooled, for free blow or duct, with electric heat, constant volume, 5 ton cooling, excludes tower	3.00	Ea.	$9,013.95	$27,041.85
Division 23 Subtotal							**$66,271.84**
Division 26 Electrical							
260505100900			Plug-in switches, 3 phase, 600 V, 600 amp, electrical demolition, remove, incl disconnecting wire & conduit terminations	50.00	Ea.	$127.05	$6,352.50
260505504030			Metal halide fixture, explosionproof, 400 W, electrical demolition, remove	50.00	Ea.	$30.13	$1,506.50
260505504200			Flurorescent fixture, explosionproof, electrical demolition, remove	50.00	Ea.	$26.68	$1,334.00
260519900940			Wire, copper, solid, 600 volt, #12, type THWN-THHN, in raceway	2,000.00	C.L.F.	$31.97	$63,940.00
260533135080			Electric metallic tubing (EMT), 1-1/2" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	100.00	L.F.	$6.18	$618.00
260533135100			Electric metallic tubing (EMT), 2" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	50.00	L.F.	$7.59	$379.50
260533135140			Electric metallic tubing (EMT), 3" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	50.00	L.F.	$18.20	$910.00
260590106320			Light fixtures, resi, kitchen fixture (fluorescent), custom grade	20.00	Ea.	$190.32	$3,806.40
260590106370			Light fixtures, resi, outdoor, wall mounted, luxury grade	10.00	Ea.	$270.31	$2,703.10
265113500700			Fluorescent fixture, interior, acrylic lens, grid recess ceiling mounted, 4-40 W, 4'W x 4'L, incl lamps, mounting hardware and connections	60.00	Ea.	$420.40	$25,224.00
Division 26 Subtotal							**$106,774.00**
Division 28 Electronic Safety and Security							
282323500210			Video surveillance camera accessories, single camera video recorder	15.00	Ea.	$433.66	$6,504.90
282323500500			Video surveillance monitors, color flat screen, liquid crystal display (LCD), high resolution, 15"	2.00	Ea.	$838.98	$1,677.96
282323500540			Video surveillance monitors, color flat screen, liquid crystal display (LCD), high resolution, 19"	5.00	Ea.	$1,238.98	$6,194.90
Division 28 Subtotal							**$14,377.76**
Division 33 Utilities							
333613100180			Utility Septic Tank and Effluent Wet Wells, septic tanks precast concrete, 4,000 gallon, excludes excavation or piping	1.00	Ea.	$6,811.70	$6,811.70
Division 33 Subtotal							**$6,811.70**

Alpha Building Corporation

5541 Bear Lane #201
Corpus Christi, TX 78504
361-299-6292 Fax 361-299-6374

MAR 15 2011
2:35 PM

Delivery Order Work Proposal

For

Hidalgo County

Date: 03-15-11

Title: Hidalgo County
Juvenile Detention Facility
Renovation To Autopsy Facility
Oscar Garza

Location Edinburg, TX

V-1

Dear Mr. Garza

We are pleased to provide you with our proposal for the Hidalgo County Juvenile Detention Facility Renovation to Autopsy Facility. Our proposal is based off of the accompanying scope of work and RS Means proposal. Our extended price to the County is provided to you under the Harris County Education District state wide Job Order Contract.

Please note that as a proposal being submitted under the Job Order Contract method of procurement you the client and us the contractor can engage to negotiate as well as explore methods to value engineer the project to possibly bring the cost down. Also please note that we have extended upfront to you an extended discount from line item pricing due to favorable buyout extended to us by our sub-contractor base.

If you have any questions concerning this proposal or we may be of assistance in any other way please don't hesitate to call on me

Warmest Regards,

Gus Grajales
Area Manager South Texas
Alpha Building Corporation
956-202-9079

Letter of Transmittal

Date:3-15-2011

To: Oscar Garza
Hidalgo County Purchasing
Edinburg, TX

From: Gus Grajales
Alpha Building Corporation
South Texas

Delivery Method Hand Delivery

1 RS Proposal 22 Pages Hidalgo County Autopsy Facility 110119
1 Delivery Order Work ProposalV-1 Date 03-15-11 5 pages

Accepted By _____ Name

Signature _____

MAR 15 2011
1474

Description of Work

Project Cost: $488,857.70
PP Bonds : $ 8,333.00
$497,190.70

Scope of Work:

Provide all labor, equipment and material necessary to renovate the old Hidalgo County Juvenile Detention Facility into a new Autopsy Facility. All work and material is to be done per S&B Infrastructure LTD. plans and specifications "Hidalgo County Juvenile Detention Facility Renovation To Autopsy Facility" Sharlotte Lynee Teague P.E date 02-03-2011, with exceptions and clarifications as may be noted within this document.

Work to be conducted after hours, weekends and other times when building is not in use.

Staging:

- Establish with the direction of the owner a materials and equipment staging area.
- Provide for disposal of all excavation spoils and debris at an approved disposal facility if appropriate or as may be directed by the owner or plans and specifications.
- Provide protection of existing construction as necessary.
- Provide for safety protection such as barricades, temp. fencing and warning signs and devices as may be appropriate for scope of work.

Assumption:

Material and labor associated with unforeseen or unexpected conditions are not included with this scope of work and proposal. Any costs associated with unforeseen or unexpected conditions are above and beyond this scope of work and will incur additional cost above and beyond those proposed with this scope of work.

Exclusions:

- *Hazardous material surveys, work, and clearances are not included in this scope of work and are to be completed by others.*
- *Mold testing or remediation*
- *Electrical work other than specified in scope.*
- *Plumbing work other than specified in scope.*
- *Architectural finishes not noted*
- *Site work not noted*
- *Providing dumpsters and disposal of trash, debris, and spoils(By owner)*

- *Fire sprinkler, alarm, signals, devices installation repair or testing of existing or new(by others)*
- *Security alarm, signals, devices installation repair or testing of existing or new(by others)*
- *Electronic entry devices new or existing installation repair or testing of existing or new(by others)*
- *Cadaver coolers equipment (provided by owner)*
- *Hose reels(provided by owner)*
- *Job trailer*
- *Onsite or overnight security*

Clarifications:

Priced RO system provides for system, tank, pressurization system, carbon filter and uv sterilization light.

Assumptions:

- Hazardous material work or clean up is neither expected nor priced in this proposal.
- Special lead time equipment and materials. None expected at time of proposal
- Interface with existing structure: *Yes*
- Possible disruption to building personnel and plans to minimize: Area to be inaccessible to general public during installation time of section.
- Outages: *Electric and water during disconnects*
- Special training/Orientation Requirements: *None*
- Work to be performed during non-normal hours: *possible*
- Outage Coordination: *Alpha supt. and HC designate*
- Schedule Issues: *None*
- Special Issues: *None*
- Special Security and Safety Requirements: *Proper safety equipment as may be required by OSHA*
- Significant Milestones: *None*

- Hazardous Materials: *None*

Quality Assurance Considerations: A pre-final inspection will be held 1 day prior to final completion date. Any items identified will be corrected before request for final inspection.

I. STAFFING PLAN:

A. Project Manager: *Gus Grajales*
B. Superintendent: *TBA*
C. Quality Control Coordinator:
D. Subcontractors:

II. PERMITS: To be provided by General Contractor

A. City X
B. Burning: Welding: Cutting:

SUBMITTAL REQUIREMENTS: as specified

III. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By:
Gustavo Grajales

Approved By:
_____ *Date*_____

Estimator: Trey Acock

Hidalgo County Autopsy Facility

Division Summary (MF04)

01 - General Requirements	$10,645.50
02 - Existing Conditions	$43,972.90
03 - Concrete	$21,239.24
04 - Masonry	$4,644.40
05 - Metals	$36,321.00
06 - Wood, Plastics, and Composites	$431.00
07 - Thermal and Moisture Protection	$12,590.80
08 - Openings	$44,488.00
09 - Finishes	$180,110.99
10 - Specialties	$7,544.40
11 - Equipment	$166.00
12 - Furnishings	$133.08
13 - Special Construction	$11,556.00
14 - Conveying Equipment	
21 - Fire Suppression	$625.00
22 - Plumbing	$60,996.20
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$168,198.71
26 - Electrical	$84,895.92
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	$10,146.10
32 - Exterior Improvements	$60.60
33 - Utilities	$12,295.00
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternates	$(43,351.22)
Trades	
Assemblies	
MF04 Bare Total (Without totalling components)	**$667,709.62**

Totalling Components

RSMeans Subtotal	$667,709.62
RSMeans MCALLEN, TX CCI 2011Q1, 76.20%	$(158,914.89)
CCI Installation Adjustment (McAllen) (6.0000%)	$16,858.71
JOC Coefficient Standard (-7.0000%)	$(36,795.74)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$252,569.44
Labor:	$280,977.57
Equipment:	$14,732.97
Other:	$119,429.64
Laborhours:	6,470.73
Green Line Items:41	$62,578.40

Priced/Non-Priced

Total Priced Items:	312	$667,709.62	
Total Non-Priced Items:	0	$0.00	0.00%
	312	$667,709.62	

Grand Total **$488,857.70**

Estimator: **Hidalgo County Autopsy Facility**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-54-23-75-4400	Scaffolding specialties, rolling ladders, complete including wheels, railings, outriggers, 21' high, rent by month = 5% of purchase cost 3 uniuts 4 months	Ea.	12.0000	$124.00	$1,488.00	RSM11FAC M, O&P	P
2	01-54-33-40-0150-4	Rent per month for general equipment rental, without operators, aerial lift, scissor type, electric, to 15' high, 1000 lb. capacity	Ea.	3.0000	$561.00	$1,683.00	RSM11FAC E, O&P	P
3	01-54-33-40-0160-4	Rent per month for general equipment rental, without operators, aerial lift, scissor type, electric, to 25' high, 2000 lb. capacity	Ea.	1.0000	$709.50	$709.50	RSM11FAC E, O&P	P
4	01-93-13-03-1050	Concrete facilities maintenance, sealing concrete floor, 2 coats, oil or urethane base, maximum cost	S.F.	1,000.0000	$0.90	$900.00	RSM11FAC O&P	P
5	01-93-13-15-0850	Mechanical facilities maintenance, ductwork, clean, rectangular, 12"	L.F.	850.0000	$6.90	$5,865.00	RSM11FAC Grn, L, O&P	P
		01 - General Requirements Total				**$10,645.50**		
02 - Existing Conditions								
6	02-41-19-23-2000	Selective demolition, rubbish handling, the following are to be added to the demolition prices, load, haul, dump and return, up to 50' haul, hand carried	C.Y.	300.0000	$23.00	$6,900.00	RSM11FAC L, B	P
7	02-41-19-23-2040	Selective demolition, rubbish handling, the following are to be added to the demolition prices, load, haul, dump and return, 51' to 100' haul, hand carried	C.Y.	300.0000	$33.50	$10,050.00	RSM11FAC L, B	P
8	02-41-19-23-2045	Selective demolition, rubbish handling, the following are to be added to the demolition prices, load, haul, dump and return, 51' to 100' haul, wheeled	C.Y.	200.0000	$22.00	$4,400.00	RSM11FAC L, B	P
9	02-41-19-25-1220	Selective demolition, saw cutting, masonry walls, hydraulic saw, block walls, solid, per inch of depth	L.F.	3,240.0000	$5.51	$17,852.40	RSM11FAC M, L, E, B	P
10	02-41-19-25-5000	Selective demolition, saw cutting, wood sheathing to 1" thick, on walls	L.F.	500.0000	$1.72	$860.00	RSM11FAC L, B	P
11	02-41-19-27-0040	Selective demolition, torch cutting, steel, 1" diameter bar	Ea.	100.0000	$1.31	$131.00	RSM11FAC L, B	P
12	02-41-19-27-1090	Selective demolition, torch cutting, minimum labor/equipment charge	Job	1.0000	$252.50	$252.50	RSM11FAC L, E, B	P
13	02-42-10-20-0100	Deconstruction of building components, buildings one or two stories only, excludes material handling, packaging, container costs and transportation for salvage or disposal, deconstruction of plumbing fixtures, wall hung or countertop lavatory	Ea.	2.0000	$34.50	$69.00	RSM11FAC Grn, L, B	P
14	02-42-10-20-0100	Deconstruction of building components, buildings one or two stories only, excludes material handling, packaging, container costs and transportation for salvage or disposal, deconstruction of plumbing fixtures, wall hung or countertop lavatory	Ea.	13.0000	$34.50	$448.50	RSM11FAC Grn, L, B	P

02 - Existing Conditions

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
15	02-42-10-20-0140	Deconstruction of building components, buildings one or two stories only, excludes material handling, packaging, container costs and transportation for salvage or disposal, deconstruction of plumbing fixtures, floor mounted water closet	Ea.	2.0000	$34.50	$69.00	RSM11FAC Grn, L, B	P
16	02-42-10-20-0310	Deconstruction of building components, buildings one or two stories only, excludes material handling, packaging, container costs and transportation for salvage or disposal, deconstruction of electrical fixtures, surface mounted, incandescent fixtures	Ea.	0.0000	$11.45		RSM11FAC Grn, L, B	P
17	02-42-10-20-0330	Deconstruction of building components, buildings one or two stories only, excludes material handling, packaging, container costs and transportation for salvage or disposal, deconstruction of electrical fixtures, surface mounted, fluorescent, 4 lamp	Ea.	0.0000	$23.00		RSM11FAC Grn, L, B	P
18	02-42-10-20-0400	Deconstruction of building components, buildings one or two stories only, excludes material handling, packaging, container costs and transportation for salvage or disposal, deconstruction of electrical fixtures, recessed drop-in fluorescent fixture, 2 lamp	Ea.	0.0000	$20.50		RSM11FAC Grn, L, B	P
19	02-42-10-20-0610	Deconstruction of building components, buildings one or two stories only, excludes material handling, packaging, container costs and transportation for salvage or disposal, deconstruction of millwork and trim, cabinets, wood	L.F.	100.0000	$17.20	$1,720.00	RSM11FAC Grn, L, B	P
20	02-42-10-20-0620	Deconstruction of building components, buildings one or two stories only, excludes material handling, packaging, container costs and transportation for salvage or disposal, deconstruction of millwork and trim, countertops	L.F.	70.0000	$6.90	$483.00	RSM11FAC Grn, L, B	P
21	02-42-10-20-0730	Deconstruction of building components, buildings one or two stories only, excludes material handling, packaging, container costs and transportation for salvage or disposal, deconstruction of doors and windows, doors, wrap, solid core, exterior or interior, single	Ea.	7.0000	$76.50	$535.50	RSM11FAC Grn, M, L, B	P
22	02-42-10-20-0740	Deconstruction of building components, buildings one or two stories only, excludes material handling, packaging, container costs and transportation for salvage or disposal, deconstruction of doors and windows, doors, wrap, solid core, exterior or interior, double	Ea.	2.0000	$101.00	$202.00	RSM11FAC Grn, M, L, B	P
		02 - Existing Conditions Total				**$43,972.90**		

03 - Concrete

23	03-05-05-10-0050	Selective demolition, concrete, excludes saw or torch cutting, loading, hauling or dumping, break up into small pieces, minimum reinforcing Demo cell beds	C.Y.	40.0000	$66.15	$2,646.00	RSM11FAC L, E, B	P
24	03-11-13-45-6050	Forms in place, footings, includes erecting, bracing, stripping and cleaning, supports for dowels, plinths or templates, 4' x 4' footing	Ea.	5.0000	$108.00	$540.00	RSM11FAC M, L, O&P	P
25	03-21-05-10-0710	Rebar accessories, bag ties, 16 gauge, plain steel, 5" long	C	1.0000	$3.30	$3.30	RSM11FAC Grn, M, O&P	P

03 - Concrete

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
26	03-21-05-10-0710	Rebar accessories, bag ties, 16 gauge, plain steel, 5" long	C	1.0000	$3.30	$3.30	RSM11FAC Grn, M, O&P	P
27	03-21-05-10-1206	Rebar accessories, high chairs, individual (HC), 3" high, plastic tipped legs	C	1.0000	$93.85	$93.85	RSM10FAC Grn, M, O&P, CCI 785 Q3 WA/T	P
28	03-21-05-10-1206	Rebar accessories, high chairs, individual (HC), 3" high, plastic tipped legs	C	15.0000	$93.85	$1,407.75	RSM10FAC Grn, M, O&P, CCI 785 Q3 WA/T	P
29	03-21-10-60-0502	Reinforcing in place, 50 to 60 ton lots, A615 Grade 60, includes labor, but not material cost, to install accessories, footings, #4 to #7	Lb.	500.0000	$1.13	$565.00	RSM11FAC Grn, M, L, O&P	P
30	03-21-10-60-0602	Reinforcing in place, 50 to 60 ton lots, A615 Grade 60, includes labor, but not material cost, to install accessories, slab on grade, #3 to #7	Lb.	2,000.0000	$1.12	$2,240.00	RSM11FAC Grn, M, L, O&P	P
31	03-21-10-60-0602-2000	Reinforcing in place, unloading and sorting, add to above (Modified using 03-21-10-60-2000)	Ton	1.2500	$52.00	$65.00	RSM11FAC Grn, L, E, O&P	P
32	03-21-10-60-0702	Reinforcing in place, 50 to 60 ton lots, A615 Grade 60, includes labor, but not material cost, to install accessories, walls, #3 to #7	Lb.	250.0000	$0.94	$235.00	RSM11FAC Grn, M, L, O&P	P
33	03-21-10-60-2410	Reinforcing in place, 50 to 60 ton lots, A615 Grade 60, dowels, 2 feet long, deformed, #4	Ea.	10.0000	$3.42	$34.20	RSM11FAC Grn, M, L, O&P	P
34	03-21-10-60-2615	Reinforcing in place, dowel sleeves for cast in place concrete, 2-part system, sleeve, plastic, 12" long, for 5/8" smooth dowel, snap onto base	Ea.	10.0000	$2.82	$28.20	RSM11FAC M, L, O&P	P
35	03-30-53-40-3825	Concrete in place, including forms (4 uses), reinforcing steel, concrete, placement and finishing unless otherwise indicated, footings, spread, 3000 PSI, 1 C.Y to 5 C.Y.	C.Y.	3.0000	$380.00	$1,140.00	RSM11FAC M, L, E, O&P	P
36	03-30-53-40-3935	Concrete in place, including forms (4 uses), reinforcing steel, concrete, placement and finishing unless otherwise indicated, footings, strip, 3000 PSI, 24" x 12", unreinforced allows curbs	C.Y.	11.0000	$177.78	$1,955.58	RSM10FAC M, L, E, O&P, CCI 785 Q3 WA/T	P
37	03-30-53-40-3935	Concrete in place, including forms (4 uses), reinforcing steel, concrete, placement and finishing unless otherwise indicated, footings, strip, 3000 PSI, 24" x 12", unreinforced	C.Y.	57.0000	$177.78	$10,133.46	RSM10FAC M, L, E, O&P, CCI 785 Q3 WA/T	P
38	03-30-53-40-4760	Concrete in place, including troweled finish, not including forms, or reinforcing steel, slab on grade, 3500 PSI, over 10,000 S.F., 4" thick	S.F.	20.0000	$2.05	$41.00	RSM10FAC M, L, E, O&P, CCI 785 Q3 WA/T	P
39	03-31-05-70-1900	Placing concrete, includes labor and equipment to place, strike off and consolidate, footings, continuous, shallow, direct chute	C.Y.	3.0000	$23.50	$70.50	RSM11FAC L, E, O&P	P
40	03-39-13-50-0015	Water curing, with burlap, 4 uses assumed, 7.5 oz.	C.S.F.	2.0000	$18.55	$37.10	RSM11FAC M, L, B	P
		03 - Concrete Total				**$21,239.24**		

Estimator:

Hidalgo County Autopsy Facility

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
04 - Masonry								
41	04-01-20-30-0300	Pointing CMU, cut and repoint block, hard mortar, running bond at demo and cuts	S.F.	600.0000	$2.04	$1,224.00	RSM11FAC M, L, B	P
42	04-01-20-50-0500	Toothing masonry, brickwork, soft old mortar	V.L.F.	100.0000	$6.85	$685.00	RSM11FAC L, B	P
43	04-05-05-10-0410	Selective demolition, concrete block walls, reinforced alternate courses, 8" thick	S.F.	800.0000	$0.91	$728.00	RSM11FAC L, O&P	P
44	04-05-16-30-0800	Grouting, door frames, 3' x 7' opening, 2.5 C.F. per opening door and rolling door cacuylated for 1 + 12x10	Opng.	3.5000	$47.00	$164.50	RSM11FAC M, L, E, O&P	P
45	04-05-16-30-2000	Grouting, grout, C476, for bond beams, lintels and concrete masonry unit (CMU) cores	C.F.	26.0000	$10.75	$279.50	RSM11FAC M, L, E, O&P	P
46	04-05-16-30-9000	Grouting, minimum labor/equipment charge addl for meeting w\existing	Job	1.0000	$276.00	$276.00	RSM11FAC L, O&P	P
47	04-05-19-05-0020	Anchor bolts, installed in fresh grout in CMU bond beams or filled cores, no templates, hooked type, with nut and washer, 1/2" diameter, 8" long autopsy tables sinks	Ea.	80.0000	$3.98	$318.40	RSM11FAC M, L, B	P
48	04-22-10-32-0400	Concrete block, lintels, 2000 PSI, normal weight, including mortar, grout and horizontal reinforcing, excludes scaffolding and vertical reinforcing, 8" x 16" x 8", 1 #4 bar	L.F.	15.0000	$11.40	$171.00	RSM11FAC M, L, E, O&P	P
49	04-22-10-34-4200	Concrete block, partitions, 2000 PSI, includes mortar, excludes scaffolding, horizontal and vertical reinforcing and grout, regular block, tooled joints, 2 sides, hollow, 8" x 16" x 8" thick	S.F.	120.0000	$6.65	$798.00	RSM11FAC M, L, B	P
		04 - Masonry Total				**$4,644.40**		
05 - Metals								
50	05-05-21-15-1940	Drilling steel, drilling and layout for steel, up to 1/4" deep, no anchor, holes, 1/2" diameter	Ea.	40.0000	$7.55	$302.00	RSM11FAC M, L, O&P	P
51	05-05-21-90-0300	Welding steel, structural, field welding, 1/8" E6011, cost per welder, with 1 operating engineer	Hr.	24.0000	$181.00	$4,344.00	RSM11FAC M, L, E, O&P	P
52	05-05-23-20-8300	Expansion anchors, anchors for concrete, brick or stone, no layout and drilling, wedge anchors, carbon steel, 1/2" diameter, 7" long	Ea.	20.0000	$6.00	$120.00	RSM11FAC Grn, M, L, O&P	P
53	05-05-23-20-9000	Expansion anchors, minimum labor/equipment charge for drilling and layout all anchors	Job	1.0000	$141.00	$141.00	RSM11FAC L, O&P	P
54	05-05-23-90-0020	Welding rod, steel, type 6011, 1/8" diameter, less than 500 lbs	Lb.	100.0000	$2.32	$232.00	RSM11FAC M, O&P	P
55	05-12-23-10-2500	Ceiling supports, structural framing, x-ray travel gantry support	L.F.	1.0000	$445.00	$445.00	RSM11FAC Grn, M, L, E, O&P	P

05 - Metals

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
56	05-12-23-17-4550	Columns, structural, including shop primer, cap and base plate, excluding bolts, shop fabricated for 100 ton, 1 to 2 story project, bolted connections, structural tubing, square, 6" x 6" x 1/4" x 12'-0"	Ea.	5.0000	$455.00	$2,275.00	RSM11FAC Grn, M, L, E, O&P	P
57	05-12-23-17-6850	Columns, structural, including shop primer, splice plates, excluding bolts, shop fabricated for 100 ton, 1 to 2 story project, bolted connections, W Shape, A992 steel, 2 tier, W8 x 31	L.F.	100.0000	$48.00	$4,800.00	RSM11FAC Grn, M, L, E, O&P	P
58	05-12-23-20-0200	Curb edging, structural steel, steel angle with anchors, on concrete forms, 3" x 3" angles, 6.1 per L.F.	L.F.	40.0000	$19.80	$792.00	RSM11FAC Grn, M, L, E, O&P	P
59	05-12-23-65-0400	Plates, structural, for connections and stiffener plates, shop fabricated, including shop primer, 1/2" thick (20.4 lbs per S.F.)	S.F.	20.0000	$25.50	$510.00	RSM11FAC Grn, M, O&P	P
60	05-12-23-77-3880	Structural steel projects, fabrication shop costs (included in project material cost, above), total material cost, shop fabricated, primed, delivered	Ton	4.0000	$2,475.00	$9,900.00	RSM11FAC M, O&P	P
61	05-21-13-50-4240	Deep longspan joists, SLH series, 40 ton job lots, includes bolted cross bridging, shop primer, shop fabricated, spans to 200' (shipped in 3 pieces), 88SLH16, 46 lbs per L.F.	L.F.	280.0000	$44.50	$12,460.00	RSM11FAC Grn, M, L, E, O&P	P
		05 - Metals Total				**$36,321.00**		

06 - Wood, Plastics, and Composites

62	06-11-10-30-5980	Roof framing, roof curbs, untreated, 2" x 12"	L.F.	100.0000	$4.31	$431.00	RSM11FAC M, L, O&P	P
63	06-11-10-30-5980	Roof framing, roof curbs, untreated, 2" x 12"	L.F.	0.0000	$4.31		RSM11FAC M, L, O&P	P
		06 - Wood, Plastics, and Composites Total				**$431.00**		

07 - Thermal and Moisture Protection

64	07-26-10-10-1200	Vapor retarders, polyethylene vapor barrier, standard, .010" thick	Sq.	1.2000	$21.50	$25.80	RSM09FAC Grn, M, L, O&P	P
65	07-26-10-10-1200	Vapor retarders, polyethylene vapor barrier, standard, .010" thick	Sq.	18.0000	$21.50	$387.00	RSM09FAC Grn, M, L, O&P	P
66	07-41-13-20-0745	Steel roofing panels, flat profile, 1-3/4" standing seams, 12" wide, standard finish, 24 gauge allows for waste and add for standing seam	S.F.	1,495.0000	$7.90	$11,810.50	RSM11FAC M, L, O&P	P
67	07-71-19-10-1350	Gravel stop, galvanized steel, plain, 24 gauge, with continuous cleat, 4" leg, 4" face height	L.F.	50.0000	$7.35	$367.50	RSM11FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total				**$12,590.80**		

08 - Openings

08 - Openings

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
68	08-05-05-20-1000	Selective demolition of windows, steel, including trim, to 12 S.F.	Ea.	8.0000	$21.00	$168.00	RSM11FAC L, B	P
69	08-05-05-20-1000	Selective demolition of windows, steel, including trim, to 12 S.F.	Ea.	5.0000	$21.00	$105.00	RSM11FAC L, B	P
70	08-05-05-20-1040	Selective demolition of windows, steel, including trim, to 50 S.F.	Ea.	11.0000	$68.50	$753.50	RSM11FAC L, B	P
71	08-11-16-10-0580	Entrance doors, aluminum, narrow stile, including standard hardware, clear finish, excluding glass, 6'-0" x 7'-0" opening best fit for galavanized	Pr.	3.0000	$2,725.00	$8,175.00	RSM11FAC M, L, O&P	P
72	08-11-16-10-0600-1100	Entrance doors, for full vision doors, with 1/2" glass, add (Modified using 08-11-16-10-1100)	Leaf	3.0000	$893.75	$2,681.25	RSM11FAC M, O&P	P
73	08-12-13-13-5800	Standard hollow metal frames, steel, knock down, 14 gauge, "B" label, up to 6-3/4" deep, 7'-0" high, 4'-0" wide, single	Ea.	8.0000	$305.00	$2,440.00	RSM11FAC M, L, O&P	P
74	08-12-13-13-5800-6500	Standard hollow metal frames, for galvanizing, add (Modified using 08-12-13-13-6500)	Ea.	8.0000	$31.20	$249.60	RSM11FAC M, O&P	P
75	08-12-13-13-5800-6600	Standard hollow metal frames, for hospital stop, add (Modified using 08-12-13-13-6600)	Ea.	8.0000	$310.00	$2,480.00	RSM11FAC M, O&P	P
76	08-13-13-13-0640	Standard hollow metal doors, flush, hollow core, full panel, 1-3/4" thick, 20 gauge, 3'-0" x 7'-0" allows for hinge and sundries	Ea.	7.7000	$525.00	$4,042.50	RSM11FAC M, L, O&P	P
77	08-13-13-13-1020-1212	Standard hollow metal doors, for vision lite, add (Modified using 08-13-13-13-1212)	Ea.	6.0000	$99.00	$594.00	RSM11FAC M, O&P	P
78	08-31-13-10-6250	Types of framed access doors, standard door, metal, 24" x 24"	Ea.	1.0000	$145.00	$145.00	RSM11FAC M, L, O&P	P
79	08-36-13-10-2700	Overhead commercial doors, steel, excluding frame, 24 gauge sectional, manual, 12' x 12' high allows for fit to existing conditions not new construction retro fit and all sundries and additional hdwr	Ea.	1.2500	$2,125.00	$2,656.25	RSM11FAC M, L, O&P	P
80	08-36-13-10-2700-2900	Overhead commercial doors, for electric trolley operator, 1/3 H.P., to 12' x 12', add (Modified using 08-36-13-10-2900)	Ea.	1.0000	$1,275.00	$1,275.00	RSM11FAC M, L, O&P	P
81	08-71-20-30-0020	Door closers, adjustable backcheck, 3 way mount, all sizes, regular arm	Ea.	13.0000	$294.00	$3,822.00	RSM11FAC M, L, O&P	P
82	08-71-20-30-0020	Door closers, adjustable backcheck, 3 way mount, all sizes, regular arm	Ea.	11.0000	$294.00	$3,234.00	RSM11FAC M, L, O&P	P
83	08-71-20-35-0700	Panic devices, for rim locks, single door, touch bar and vertical rod, exit only	Ea.	6.0000	$850.00	$5,100.00	RSM11FAC M, L, O&P	P
84	08-71-20-40-0500	Lockset, standard duty, cylindrical, with sectional trim, lever handled, keyed, single cylinder function	Ea.	11.0000	$232.00	$2,552.00	RSM11FAC M, L, O&P	P
85	08-71-20-95-0120	Kick plates, stainless steel, .050, 16 gauge, US32, mop or kick, 6" x 30"	Ea.	13.0000	$82.50	$1,072.50	RSM11FAC M, L, O&P	P

08 - Openings

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
86	08-71-21-10-2800	Exterior mouldings, astragals, one piece overlapping, neoprene sponge strip, "Z" shaped, aluminum	L.F.	104.0000	$14.10	$1,466.40	RSM11FAC M, L, O&P	P
87	08-71-25-10-1000	Mechanical seals, weatherstripping, doors, wood frame, interlocking, for 3' x 7' door, zinc	Opng.	6.0000	$206.00	$1,236.00	RSM11FAC M, L, O&P	P
88	08-71-25-10-3700	Mechanical seals, weatherstripping, threshold weatherstripping, door sweep, flush mounted, vinyl	Ea.	6.0000	$40.00	$240.00	RSM11FAC M, L, O&P	P
		08 - Openings Total				**$44,488.00**		

09 - Finishes

89	09-05-05-10-1200	Selective demolition, ceilings, suspended ceiling, mineral fiber, 2' x 2' or 2' x 4'	S.F.	221.0000	$0.37	$81.77	RSM11FAC L, B	P
90	09-05-05-20-0400	Selective demolition, flooring, carpet, bonded, including surface scraping	S.F.	1,500.0000	$0.27	$405.00	RSM11FAC L, B	P
91	09-05-05-20-0480	Selective demolition, flooring, carpet, tackless	S.F.	1,500.0000	$0.06	$90.00	RSM11FAC L, B	P
92	09-05-05-20-0700	Selective demolition, flooring, concrete, scarify skin	S.F.	1,500.0000	$2.54	$3,810.00	RSM11FAC L, E, B	P
93	09-05-05-20-0900	Selective demolition, flooring, vinyl composition tile, 12" x 12"	S.F.	5,303.0000	$0.55	$2,916.65	RSM11FAC L, B	P
94	09-05-05-20-0900	Selective demolition, flooring, vinyl composition tile, 12" x 12"	S.F.	5,203.0000	$0.55	$2,861.65	RSM11FAC L, B	P
95	09-05-05-30-0280	Selective demolition, walls and partitions, concrete block, 8" thick	S.F.	4,800.0000	$1.96	$9,408.00	RSM11FAC L, E, B	P
96	09-05-05-30-0280	Selective demolition, walls and partitions, concrete block, 8" thick	S.F.	0.0000	$1.96		RSM11FAC L, E, B	P
97	09-05-05-30-1010	Selective demolition, walls and partitions, drywall, nailed or screwed, two layers	S.F.	2,000.0000	$0.69	$1,380.00	RSM11FAC L, B	P
98	09-05-05-30-1010	Selective demolition, walls and partitions, drywall, nailed or screwed, two layers	S.F.	2,260.0000	$0.69	$1,559.40	RSM11FAC L, B	P
99	09-21-16-33-1800	Partition wall, stud wall, 8' to 12' high, 1/2", interior, gypsum board, water resistant, tape and finish both sides, installed on and including, metal studs, non load bearing, 25 gauge, 16" O.C., 6" wide	S.F.	1,306.0000	$3.34	$4,362.04	RSM11FAC M, L, B	P
100	09-21-16-33-5800	Partition wall, stud wall, 8' to 12' high, 5/8", interior, gypsum board, water resistant, tape and finish both sides, installed on and including, metal studs, non load bearing, 25 gauge, 24" O.C., 6" wide	S.F.	1,200.0000	$3.24	$3,888.00	RSM11FAC M, L, B	P
101	09-30-13-10-1200	Ceramic tile, sanitary cove base, 6" x 4-1/4" high, mud set allows for wate and prep	L.F.	220.0000	$13.95	$3,069.00	RSM11FAC M, L, O&P	P
102	09-30-13-10-3270	Ceramic tile, floors, glazed, thin set, color group 1, 12" x 12" tile allows for waste and floor prep leveling etc	S.F.	872.0000	$8.50	$7,412.00	RSM11FAC M, L, O&P	P

09 - Finishes

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
103	09-30-13-10-5400	Ceramic tile, walls, interior, thin set, 4-1/4" x 4-1/4" tile	S.F.	1,380.0000	$5.18	$7,148.40	RSM11FAC M, L, B	P
104	09-30-13-10-5400-7000	Ceramic tile, for epoxy grout, 1/16" joints, 4-1/4" tile, add (Modified using 09-30-13-10-7000)	S.F.	800.0000	$1.11	$888.00	RSM11FAC M, L, B	P
105	09-51-23-30-0800	Suspended ceilings, complete, including standard, suspension system, excluding 1-1/2" carrier channels, mineral fiber, on 15/16" T bar, 2' x 2' x 3/4" lay-in board allows	S.F.	7,900.0000	$4.17	$32,943.00	RSM11FAC M, L, O&P	P
106	09-53-23-30-0050-0600	Ceiling suspension systems, 1-1/2" carrier channels, 4' O.C., add (Modified using 09-53-23-30-0600)	S.F.	6,168.0000	$1.30	$8,018.40	RSM11FAC M, L, O&P	P
107	09-53-23-30-0050-0900	Ceiling suspension systems, carrier channels for ceilings with recessed lighting fixtures, add (Modified using 09-53-23-30-0900)	S.F.	6,168.0000	$1.41	$8,696.88	RSM11FAC M, L, O&P	P
108	09-65-13-13-1150	Resilient base, base, cove, rubber or vinyl, standard colors, 0.080" thick, 4" high allows for waste	L.F.	1,222.0000	$2.79	$3,409.38	RSM11FAC M, L, O&P	P
109	09-65-19-10-7550	Miscellaneous resilient tile flooring, vinyl tile, 12" x 12", .050" thick, maximum allows for wate and floor prep float etc	S.F.	2,800.0000	$7.60	$21,280.00	RSM11FAC M, L, O&P	P
110	09-81-16-10-0500	Sound attenuation blanket, blanket, 1-1/2" thick	S.F.	3,700.0000	$0.89	$3,293.00	RSM11FAC M, L, O&P	P
111	09-91-23-72-1200	Walls and ceilings, interior, concrete, drywall or plaster, latex, paint three coats, smooth finish, brushwork	S.F.	9,482.0000	$1.11	$10,525.02	RSM11FAC M, L, O&P	P
112	09-96-56-20-0300	Wall coatings, epoxy coatings, minimum	S.F.	7,901.0000	$1.33	$10,508.33	RSM11FAC M, L, O&P	P
113	09-96-56-20-0400	Wall coatings, epoxy coatings, maximum	S.F.	7,901.0000	$4.07	$32,157.07	RSM11FAC M, L, O&P	P
		09 - Finishes Total				**$180,110.99**		

10 - Specialties

114	10-05-05-10-5050	Selective demolition, specialties, lockers	Opng.	13.0000	$18.30	$237.90	RSM11FAC L, B	P
115	10-14-19-10-4000	Exterior signs, plaques, custom, 20" x 30", for up to 450 letters, cast bronze	Ea.	1.0000	$1,847.00	$1,847.00	RSM11FAC M, L, B	P
116	10-21-13-19-1750	Plastic toilet compartments, cubicles, floor mounted, phenolic	Ea.	1.0000	$1,448.50	$1,448.50	RSM11FAC M, L, B	P
117	10-21-13-19-1750	Plastic toilet compartments, cubicles, floor mounted, phenolic	Ea.	1.0000	$1,448.50	$1,448.50	RSM11FAC M, L, B	P
118	10-21-13-19-1750-2100	Metal toilet compartments, for handicap units, including 52" grab bars, add (Modified using 10-21-13-19-2100)	Ea.	1.0000	$285.00	$285.00	RSM11FAC M, B	P
119	10-28-13-13-0610	Commercial toilet accessories, dispenser units, towel dispenser and waste receptacle, 18 gallon capacity	Ea.	2.0000	$297.50	$595.00	RSM11FAC M, L, B	P

10 - Specialties

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
120	10-28-13-13-0900	Commercial toilet accessories, grab bar, straight, 1-1/4" diameter, stainless steel, 24" long	Ea.	1.0000	$44.45	$44.45	RSM11FAC M, L, B	P
121	10-28-13-13-1100	Commercial toilet accessories, grab bar, straight, 1-1/4" diameter, stainless steel, 36" long	Ea.	1.0000	$56.20	$56.20	RSM11FAC M, L, B	P
122	10-28-13-13-3600	Commercial toilet accessories, mirror, with stainless steel 3/4" square frame, with 5" stainless steel shelf, 36" x 24"	Ea.	2.0000	$218.00	$436.00	RSM11FAC M, L, B	P
123	10-28-13-13-4250	Commercial toilet accessories, napkin receptacle, recessed	Ea.	3.0000	$196.00	$588.00	RSM11FAC M, L, B	P
124	10-28-13-13-5000	Commercial toilet accessories, soap dispenser, recessed stainless steel, liquid	Ea.	3.0000	$157.50	$472.50	RSM11FAC M, L, B	P
125	10-28-13-13-6100	Commercial toilet accessories, toilet tissue dispenser, surface mounted, stainless steel, single roll	Ea.	3.0000	$28.45	$85.35	RSM11FAC M, L, B	P
		10 - Specialties Total				**$7,544.40**		

11 - Equipment

126	11-05-05-10-4540	Selective demolition, water heater, residential, to 80 gal/day	Ea.	1.0000	$166.00	$166.00	RSM11FAC L, B	P
		11 - Equipment Total				**$166.00**		

12 - Furnishings

127	12-36-23-30-1520-2600	Plastic laminate countertop components, backsplash, add to above, minimum (Modified using 12-36-23-30-2600)	L.F.	12.0000	$11.09	$133.08	RSM11FAC M, L, B	P
		12 - Furnishings Total				**$133.08**		

13 - Special Construction

128	13-49-19-50-0910	Shielding lead, lead gypsum board, 5/8" thick with 1/8" lead	S.F.	600.0000	$19.26	$11,556.00	RSM11FAC M, L, B	P
		13 - Special Construction Total				**$11,556.00**		

21 - Fire Suppression

129	21-11-16-50-3840	Fire hydrants for buildings, hydrants, wall, with caps, single, flush, polished brass, 2-1/2" x 3"	Ea.	1.0000	$625.00	$625.00	RSM11FAC M, L, O&P	P
		21 - Fire Suppression Total				**$625.00**		

22 - Plumbing

130	22-05-76-10-0140	Cleanouts, floor type, round or square, scoriated nickel bronze top, 4" pipe size	Ea.	5.0000	$365.00	$1,825.00	RSM11FAC M, L, O&P	P

22 - Plumbing

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
131	22-05-76-10-0140-5100	Labor adjustment factors, add to labor, miscellaneous, cramped shaft (Modified using 22-01-02-20-5100)	Ea.	5.0000	$25.03	$125.15	RSM11FAC L, O&P	P
132	22-07-19-10-0100	Piping insulation, rule of thumb, as a percentage of total mechanical costs	Job	1.0000	10.0000%	$0.10	RSM11FAC O&P	P
133	22-11-13-23-1240-1080	Labor adjustment factors, add to labor for elevated installation, above floor level, 10' to 14.5' high (Modified using 22-01-02-20-1080) allows for couplings sundries etx	L.F.	700.0000	$0.86	$602.00	RSM11FAC L, O&P	P
134	22-13-19-13-2640	Sanitary drains, floor, acid resistant, PVC, 2", 3" and 4" pipe size	Ea.	11.0000	$360.00	$3,960.00	RSM11FAC M, L, O&P	P
135	22-13-19-13-2660	Sanitary drains, floor, PVC or ABS thermoplastic, 3" and 4" pipe size	Ea.	11.0000	$385.00	$4,235.00	RSM11FAC M, L, O&P	P
136	22-13-29-14-3160	Sewage ejector pumps, including operating and level controls, tank, covers, pumps 15' head, duplex system, 275 gallon coated steel tank, 268 GPM, 1 HP, 3" discharge allows for 400 gallon tank as specified	Ea.	1.3200	$5,625.00	$7,425.00	RSM11FAC M, L, O&P	P
137	22-13-29-14-3160-3340	Sewage ejector pumps, pump system accessories, switch, magnetic contactor, alarm bell, light, 3 level control (Modified using 22-13-29-14-3340)	Ea.	1.0000	$745.00	$745.00	RSM11FAC M, L, O&P	P
138	22-13-29-14-3160-4100	Labor adjustment factors, add to labor for working in existing occupied buildings, hospital (Modified using 22-01-02-20-4100)	Ea.	1.0000	$463.75	$463.75	RSM11FAC L, O&P	P
139	22-31-16-10-6200	Water softeners, softener systems, automatic, intermediate sizes available, may be used in multiples, hardness capacity between regenerations and flow, 300,000 grains, 81 GPM continuous, 113 GPM peak L4V for RO component best fit with 223219109240	Ea.	0.7500	$10,800.00	$8,100.00	RSM11FAC M, L, O&P	P
140	22-32-19-10-9240	Water filters, purification and treatment, commercial, fully automatic or push button automatic, taste and odor removal, 1500 GPH, 1-1/4" pipe size L4V best fit for ro component with 223116106200	Ea.	0.7500	$7,225.00	$5,418.75	RSM11FAC M, L, O&P	P
141	22-33-33-10-4140	Commercial electric water heaters, commercial, 100° rise, electric, 50 gallon, 9 kW, 37 GPH, 208 volt L4v .6 of 50	Ea.	0.6000	$3,975.00	$2,385.00	RSM11FAC M, L, O&P	P
142	22-41-16-10-0640	Lavatories, including trim, white, vanity top, porcelain enamel on cast iron, 33" x 19" oval L4V	Ea.	2.0000	$726.00	$1,452.00	RSM11FAC M, L, B	P
143	22-41-16-10-0640-5100	Labor adjustment factors, add to labor, miscellaneous, cramped shaft (Modified using 22-01-02-20-5100)	Ea.	2.0000	$42.35	$84.70	RSM11FAC L, B	P
144	22-41-16-10-6120	Lavatories, including trim, white, wall hung, vitreous china, single bowl with backsplash, 24" x 20", single bowl l4v single wall hung	Ea.	1.0000	$545.00	$545.00	RSM11FAC M, L, B	P
145	22-41-16-10-6210-6960	Lavatories, rough-in, supply, waste and vent for above lavatories (Modified using 22-41-16-10-6960)	Ea.	2.0000	$885.00	$1,770.00	RSM11FAC M, L, B	P

22 - Plumbing

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
146	22-41-16-10-6210-6960	Lavatories, rough-in, supply, waste and vent for above lavatories (Modified using 22-41-16-10-6960)	Ea.	1.0000	$885.00	$885.00	RSM11FAC M, L, B	P
147	22-42-16-34-1640-1980	Laboratory countertops and sinks, for rough-in, supply, waste and vent, add (Modified using 22-42-16-34-1980) roughins autopsy and work stations	Ea.	10.0000	$634.00	$6,340.00	RSM11FAC M, L, B	P
148	22-42-16-40-7000	Service sinks, service, wall, porcelain enamel on cast iron, roll rim, 22" x 18"	Ea.	1.0000	$1,000.00	$1,000.00	RSM11FAC M, L, O&P	P
149	22-42-16-40-8600-8980	Service sinks, for rough-in, supply, waste and vent, wall service sinks (Modified using 22-42-16-40-8980) L4V rough in shower and ro system (ro is .5 cold qater roughin only.	Ea.	1.5000	$2,350.00	$3,525.00	RSM11FAC M, L, O&P	P
150	22-42-23-30-7600	Group showers, group, with pressure balancing valve, excluding rough-in and rigging, column, five heads, no receptors, less partitions 1 shower .25 l4v	Ea.	0.2500	$3,125.00	$781.25	RSM11FAC M, L, O&P	P
151	22-42-39-30-5400	Carriers and supports, for plumbing fixtures, sink, wall mounted, exposed arms, single heavy fixture	Ea.	3.0000	$421.00	$1,263.00	RSM11FAC M, L, B	P
152	22-42-39-30-7040	Carriers and supports, for plumbing fixtures, water closet, siphon jet, horizontal, adjustable, caulk, single, 4" pipe size	Ea.	1.0000	$835.50	$835.50	RSM11FAC M, L, B	P
153	22-42-39-30-7050	Carriers and supports, for plumbing fixtures, water closet, siphon jet, horizontal, adjustable, caulk, single, 4" pipe size, paraplegic	Ea.	2.0000	$835.50	$1,671.00	RSM11FAC M, L, B	P
154	22-43-13-40-3100	Water closets, bowl only, one piece, vitreous china, including seat and flush valve, ADA compliant, 18" high, wall hung	Ea.	3.0000	$578.00	$1,734.00	RSM11FAC M, L, B	P
155	22-43-13-40-3100-3200	Water closets, for rough-in, supply, waste and vent, single water closet (Modified using 22-43-13-40-3200)	Ea.	3.0000	$1,275.00	$3,825.00	RSM11FAC M, L, B	P
		22 - Plumbing Total				**$60,996.20**		

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

156	23-05-05-10-0150-4140	Labor adjustment factors, add to labor for working in existing occupied buildings, office building (Modified using 22-01-02-20-4140)	Ea.	1.0000	$101.25	$101.25	RSM11FAC L, O&P	P
157	23-05-05-10-0190	HVAC demolition, air conditioner, rooftop, self contained, up to 5 ton	Ea.	1.0000	$550.00	$550.00	RSM11FAC L, O&P	P
158	23-05-05-10-0190-1100	Labor adjustment factors, add to labor for elevated installation, above floor level, 15' to 19.5' high (Modified using 22-01-02-20-1100)	Ea.	1.0000	$71.00	$71.00	RSM11FAC L, O&P	P
159	23-05-05-10-0400	HVAC demolition, central station air handler unit, up thru 15 ton	Ea.	1.0000	$750.00	$750.00	RSM11FAC L, O&P	P
160	23-05-05-10-0400	HVAC demolition, central station air handler unit, up thru 15 ton	Ea.	2.0000	$750.00	$1,500.00	RSM11FAC L, O&P	P
161	23-05-05-10-0400-4140	Labor adjustment factors, add to labor for working in existing occupied buildings, office building (Modified using 22-01-02-20-4140)	Ea.	1.0000	$121.25	$121.25	RSM11FAC L, O&P	P

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
162	23-05-05-10-0400-5100	Labor adjustment factors, add to labor, miscellaneous, cramped shaft (Modified using 22-01-02-20-5100)	Ea.	1.0000	$169.75	$169.75	RSM11FAC L, O&P	P
163	23-05-05-10-0400-5100	Labor adjustment factors, add to labor, miscellaneous, cramped shaft (Modified using 22-01-02-20-5100)	Ea.	2.0000	$169.75	$339.50	RSM11FAC L, O&P	P
164	23-05-05-10-0400-5140	Labor adjustment factors, add to labor, miscellaneous, congested area (Modified using 22-01-02-20-5140)	Ea.	2.0000	$72.75	$145.50	RSM11FAC L, O&P	P
165	23-05-05-10-0600	HVAC demolition, condenser, up thru 50 ton	Ea.	2.0000	$1,200.00	$2,400.00	RSM11FAC L, O&P	P
166	23-05-05-10-0600-5100	Labor adjustment factors, add to labor, miscellaneous, cramped shaft (Modified using 22-01-02-20-5100)	Ea.	2.0000	$273.00	$546.00	RSM11FAC L, O&P	P
167	23-05-05-10-0600-5140	Labor adjustment factors, add to labor, miscellaneous, congested area (Modified using 22-01-02-20-5140)	Ea.	2.0000	$117.00	$234.00	RSM11FAC L, O&P	P
168	23-05-05-10-0670	HVAC demolition, condensing unit, 11 thru 50 ton	Ea.	1.0000	$3,000.00	$3,000.00	RSM11FAC L, O&P	P
169	23-05-05-10-0670-4140	Labor adjustment factors, add to labor for working in existing occupied buildings, office building (Modified using 22-01-02-20-4140)	Ea.	1.0000	$487.50	$487.50	RSM11FAC L, O&P	P
170	23-05-05-10-1570	HVAC demolition, ductwork, metal, steel, stainless steel, fabricated	Lb.	2,173.0000	$1.16	$2,520.68	RSM11FAC L, O&P	P
171	23-05-05-10-1570-1080	Labor adjustment factors, add to labor for elevated installation, above floor level, 10' to 14.5' high (Modified using 22-01-02-20-1080)	Lb.	2,173.0000	$0.07	$152.11	RSM11FAC L, O&P	P
172	23-05-05-10-1570-5100	Labor adjustment factors, add to labor, miscellaneous, cramped shaft (Modified using 22-01-02-20-5100)	Lb.	2,173.0000	$0.26	$564.98	RSM11FAC L, O&P	P
173	23-05-05-10-1570-5140	Labor adjustment factors, add to labor, miscellaneous, congested area (Modified using 22-01-02-20-5140)	Lb.	2,173.0000	$0.11	$239.03	RSM11FAC L, O&P	P
174	23-05-05-10-1630	HVAC demolition, diffusers, registers or grills, up thru 20" maximum dimension	Ea.	12.0000	$12.90	$154.80	RSM11FAC L, O&P	P
175	23-05-05-10-1630-1080	Labor adjustment factors, add to labor for elevated installation, above floor level, 10' to 14.5' high (Modified using 22-01-02-20-1080)	Ea.	12.0000	$0.83	$9.96	RSM11FAC L, O&P	P
176	23-05-05-10-1630-4140	Labor adjustment factors, add to labor for working in existing occupied buildings, office building (Modified using 22-01-02-20-4140)	Ea.	12.0000	$2.06	$24.72	RSM11FAC L, O&P	P
177	23-05-05-10-1630-5140	Labor adjustment factors, add to labor, miscellaneous, congested area (Modified using 22-01-02-20-5140)	Ea.	12.0000	$1.24	$14.88	RSM11FAC L, O&P	P
178	23-05-93-10-1000	Balancing, air, subcontractor's quote including material and labor, heating and ventilating equipment, centrifugal fans, utility sets	Ea.	4.0000	$375.00	$1,500.00	RSM11FAC O&P	P
179	23-05-93-10-2700	Balancing, air, subcontractor's quote including material and labor, air conditioning equipment, package A.C. unit	Ea.	3.0000	$310.00	$930.00	RSM11FAC O&P	P

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
180	23-05-93-10-2800	Balancing, air, subcontractor's quote including material and labor, air conditioning equipment, rooftop heating and cooling unit	Ea.	1.0000	$440.00	$440.00	RSM11FAC O&P	P
181	23-05-93-10-3000	Balancing, air, subcontractor's quote including material and labor, supply, return, exhaust, registers and diffusers, average height ceiling	Ea.	50.0000	$75.00	$3,750.00	RSM11FAC O&P	P
182	23-07-13-10-3820	Duct thermal insulation, finishes, 18 ounce fiberglass cloth, pasted on Used to seal insulation	S.F.	105.0000	$7.05	$740.25	RSM10FAC M, L, O&P	P
183	23-07-13-10-3820	Duct thermal insulation, finishes, 18 ounce fiberglass cloth, pasted on Used to seal insulation	S.F.	105.0000	$7.05	$740.25	RSM10FAC M, L, O&P	P
184	23-07-13-10-7878	Duct thermal insulation, finishes, contact cement, quart can Used to glue/seal insulation	Ea.	10.0000	$10.85	$108.50	RSM10FAC M, O&P	P
185	23-07-13-10-7878	Duct thermal insulation, finishes, contact cement, quart can Used to glue/seal insulation	Ea.	10.0000	$10.85	$108.50	RSM10FAC M, O&P	P
186	23-09-53-10-5100	Control components, thermostats, locking cover	Ea.	3.0000	$53.50	$160.50	RSM11FAC M, L, O&P	P
187	23-09-53-10-5200	Control components, thermostats, 24 hour, automatic, clock	Ea.	3.0000	$232.00	$696.00	RSM11FAC Grn, M, L, O&P	P
188	23-23-13-10-8510	Valves, refrigeration valve, packless, soldered, 1/2"	Ea.	6.0000	$58.50	$351.00	RSM11FAC M, L, O&P	P
189	23-23-16-10-1020	Refrigerant piping component specialties, filter dryer, replaceable core type, solder, 1/2"	Ea.	4.0000	$199.00	$796.00	RSM11FAC M, L, O&P	P
190	23-23-16-10-5040	Refrigerant piping component specialties, sightglass, moisture and liquid indicator, solder, 1/2"	Ea.	4.0000	$60.00	$240.00	RSM11FAC M, L, O&P	P
191	23-23-23-20-4420	Refrigerant, refrigerant, R-22, 30 lb. disposable cylinder	Lb.	6.0000	$13.75	$82.50	RSM11FAC M, O&P	P
192	23-31-13-13-0570	Rectangular metal ducts, fabricated rectangular, including approximately 25% fittings, joints, supports, allowance for flexible connections, excluding insulation, fabrication and installation are combined as labor cost, galvanized steel, 2,000 to 5,000 lb.	Lb.	5,050.0000	$7.25	$36,612.50	RSM11FAC M, L, O&P	P
193	23-31-13-13-0570-0052	Rectangular metal ducts, add to labor for elevated installation of fabricated ductwork, 10' to 15' high (Modified using 23-31-13-13-0052)	Lb.	6,055.0000	$0.25	$1,513.75	RSM11FAC L, O&P	P
194	23-31-13-13-0570-1200	Rectangular metal ducts, for high pressure ductwork, add (Modified using 23-31 -13-13-1200)	Lb.	6,055.0000	$1.68	$10,172.40	RSM11FAC L, O&P	P
195	23-31-13-13-0570-1210	Rectangular metal ducts, for welded ductwork, add (Modified using 23-31-13-13-1210)	Lb.	6,055.0000	$3.58	$21,676.90	RSM11FAC L, O&P	P
196	23-31-13-13-0570-5100	Labor adjustment factors, add to labor, miscellaneous, cramped shaft (Modified using 22-01-02-20-5100)	Lb.	6,055.0000	$1.47	$8,900.85	RSM11FAC L, O&P	P

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
197	23-33-13-13-5996	Volume control dampers, multi blade dampers, opposed blade, 10" x 10"	Ea.	29.0000	$57.50	$1,667.50	RSM11FAC M, L, O&P	P
198	23-33-13-13-5996-1080	Labor adjustment factors, add to labor for elevated installation, above floor level, 10' to 14.5' high (Modified using 22-01-02-20-1080)	Ea.	29.0000	$1.97	$57.13	RSM11FAC L, O&P	P
199	23-33-13-13-5996-5100	Labor adjustment factors, add to labor, miscellaneous, cramped shaft (Modified using 22-01-02-20-5100)	Ea.	29.0000	$6.90	$200.10	RSM11FAC L, O&P	P
200	23-33-46-10-2020	Flexible air ducts, flexible, coated fiberglass fabric on corrosion resistant metal helix, pressure to 12" water gauge, UL-181, insulated, 1" thick, polyethylene jacket, 10" diameter Flex Duct	L.F.	100.0000	$11.75	$1,175.00	RSM10FAC Grn, M, L, O&P	P
201	23-33-46-10-2020	Flexible air ducts, flexible, coated fiberglass fabric on corrosion resistant metal helix, pressure to 12" water gauge, UL-181, insulated, 1" thick, polyethylene jacket, 10" diameter Flex Duct	L.F.	45.0000	$11.75	$528.75	RSM10FAC Grn, M, L, O&P	P
202	23-33-46-10-2020-1283	Flexible air ducts, add to labor for elevated installation, of prefabricated purchased ductwork, 10' to 15' high (Modified using 23-33-46-10-1283) Flex Duct	L.F.	100.0000	$0.51	$51.00	RSM10FAC Grn, L, O&P	P
203	23-33-46-10-2020-1283	Flexible air ducts, add to labor for elevated installation, of prefabricated purchased ductwork, 10' to 15' high (Modified using 23-33-46-10-1283) Flex Duct	L.F.	45.0000	$0.51	$22.95	RSM10FAC Grn, L, O&P	P
204	23-33-53-10-3960	Duct liner board, board type, non-fibrous foam, temperature, bacteria and fungi resistant, 1" thick Accoustical liner for Duct	S.F.	1,000.0000	$9.50	$9,500.00	RSM10FAC Grn, M, L, O&P	P
205	23-33-53-10-3960	Duct liner board, board type, non-fibrous foam, temperature, bacteria and fungi resistant, 1" thick Accoustical liner for Duct	S.F.	450.0000	$9.50	$4,275.00	RSM10FAC Grn, M, L, O&P	P
206	23-34-14-10-2580	Blower type HVAC fans, ceiling fan, right angle, extra quiet, 0.10" static pressure, 885 CFM ef3 best fit allows damper curb sudries switches etc	Ea.	1.3330	$910.00	$1,213.03	RSM11FAC M, L, O&P	P
207	23-34-16-10-3540	Centrifugal type HVAC fans, centrifugal, airfoil, motor and drive, complete, 2,000 CFM, 1 H.P. allows for curbswithch damper tray and fit to existing ef 1 ef 2 best fit line	Ea.	2.6660	$2,775.00	$7,398.15	RSM11FAC M, L, O&P	P
208	23-34-16-10-4680	Centrifugal type HVAC fans, corrosive fume resistant, plastic, roof ventilators, centrifugal, V belt drive, motor, 1/4" S.P., 2240 CFM, 1 HP best fit ef4	Ea.	1.3333	$6,375.00	$8,499.79	RSM11FAC M, L, O&P	P
209	23-37-13-10-2000	Diffusers, aluminum, opposed blade damper, ceiling, T bar mounting, 24" x 24" lay in frame, 6" x 6"	Ea.	35.0000	$89.00	$3,115.00	RSM11FAC M, L, O&P	P
210	23-37-13-10-2000-1080	Labor adjustment factors, add to labor for elevated installation, above floor level, 10' to 14.5' high (Modified using 22-01-02-20-1080)	Ea.	0.0000	$2.60		RSM11FAC L, O&P	P

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
211	23-37-13-30-6350	Grilles, steel door louver, with fire link, steel only, 12" x 18" best fit	Ea.	2.0000	$244.00	$488.00	RSM11FAC M, L, O&P	P
212	23-37-13-60-1080	Registers, air supply, ceiling or wall, opposed blade damper, anodized aluminum, one or two way deflection, adjustable curved face bars, 10" x 10"	Ea.	15.0000	$91.50	$1,372.50	RSM11FAC M, L, O&P	P
213	23-37-13-60-5280	Registers, air supply, air return, ceiling or wall, fixed 45° face blades, adjustable opposed blade damper, anodized aluminum, 24" x 24"	Ea.	4.0000	$160.00	$640.00	RSM11FAC M, L, O&P	P
214	23-37-13-60-5280-1100	Labor adjustment factors, add to labor for elevated installation, above floor level, 15' to 19.5' high (Modified using 22-01-02-20-1100)	Ea.	4.0000	$7.50	$30.00	RSM11FAC L, O&P	P
215	23-41-13-10-3100	Panel type air filters, mechanical media filtration units, high efficiency type, with frame, supported type	MCFM	6.0000	$66.00	$396.00	RSM10FAC Grn, M, O&P	P
216	23-41-13-10-3100	Panel type air filters, mechanical media filtration units, high efficiency type, with frame, supported type 95% Filter as spec'd 4.5*2 = 9.00	MCFM	9.0000	$66.00	$594.00	RSM10FAC Grn, M, O&P	P
217	23-54-24-10-4130-1200	Labor adjustment factors, add to labor for elevated installation, above floor level, 40' and higher (Modified using 22-01-02-20-1200)	Ea.	1.0000	$27.50	$27.50	RSM11FAC L, O&P	P
218	23-54-24-10-4150	Furnace components and combinations, air handler, modular, including heater, 12.5 KW, 42.7 MBH	Ea.	1.0000	$925.00	$925.00	RSM11FAC M, L, O&P	P
219	23-62-13-10-0400	Packaged air cooled refrigerant condensing units, condensing unit, air cooled, compressor, standard controls, 4 ton	Ea.	1.0000	$3,350.00	$3,350.00	RSM11FAC M, L, O&P	P
220	23-62-13-10-0550	Packaged air cooled refrigerant condensing units, condensing unit, air cooled, compressor, standard controls, 7.5 ton	Ea.	2.0000	$6,175.00	$12,350.00	RSM11FAC M, L, O&P	P
221	23-62-13-10-0550	Packaged air cooled refrigerant condensing units, condensing unit, air cooled, compressor, standard controls, 7.5 ton	Ea.	0.0000	$6,175.00		RSM11FAC M, L, O&P	P
222	23-74-33-10-1120	Roof top air conditioners, including standard controls, curb, and economizer, single zone, electric cool, gas heat, 4 ton cooling, 95 MBH heating deduct for electric	Ea.	0.9700	$6,650.00	$6,450.50	RSM11FAC M, L, O&P	P
223	23-74-33-10-1120-1100	Labor adjustment factors, add to labor for elevated installation, above floor level, 15' to 19.5' high (Modified using 22-01-02-20-1100)	Ea.	1.0000	$255.00	$255.00	RSM11FAC L, O&P	P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total				**$168,198.71**		

26 - Electrical

224	26-05-05-10-1780	Electrical demolition, pull boxes and cabinets, receptacle and switch plates Demo of switches and "J" boxes	Ea.	78.0000	$2.34	$182.52	RSM10FAC L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
225	26-05-05-10-1840	Electrical demolition, wire, THW-THWN-THHN, removed from in place conduit, to 15' high, #12 Demo of existing wire	C.L.F.	25.0000	$10.95	$273.75	RSM10FAC L, O&P	P
226	26-05-05-10-1840-9910	Electrical demolition, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-05-10-9910) Demo of existing wire	C.L.F.	25.0000	$0.72	$18.00	RSM10FAC L, O&P	P
227	26-05-05-10-2100	Electrical demolition, interior fluorescent fixtures, including supports and whips, to 15' high, recessed drop-in, 2' x 2', 2 lamp Demo of existing 2x2 fixtures	Ea.	77.0000	$34.50	$2,656.50	RSM10FAC L, O&P	P
228	26-05-05-10-2100-9910	Electrical demolition, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-05-10-9910) Demo of existing 2x2 fixtures	Ea.	77.0000	$2.25	$173.25	RSM10FAC L, O&P	P
229	26-05-05-10-2480	Electrical demolition, interior incandescent, surface, ceiling or wall mount, to 12' high, metal cylinder type, 75 watt Demo of existing suspended HID fixtures	Ea.	4.0000	$19.45	$77.80	RSM10FAC L, O&P	P
230	26-05-05-10-2480-9910	Electrical demolition, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-05-10-9910) Demo of existing suspended HID fixtures	Ea.	4.0000	$1.27	$5.08	RSM10FAC L, O&P	P
231	26-05-05-50-5850	Electrical demolition, lighting, fixture whip Whips for Exits lights and 2x2 fixtures 86+17 = 103.00	Ea.	77.0000	$6.00	$462.00	RSM10FAC L, O&P	P
232	26-05-19-35-0100	Cable terminations, terminal lugs, solderless, #8 to #4	Ea.	10.0000	$21.50	$215.00	RSM11FAC M, L, O&P	P
233	26-05-19-35-0350	Cable terminations, terminal lugs, solderless, 250 kcmil	Ea.	10.0000	$73.00	$730.00	RSM11FAC M, L, O&P	P
234	26-05-19-35-1640	Cable terminations, crimp 1 hole lugs, copper or aluminum, 600 volt, #10	Ea.	10.0000	$14.35	$143.50	RSM11FAC M, L, O&P	P
235	26-05-19-35-2000	Cable terminations, crimp 1 hole lugs, copper or aluminum, 600 volt, #4	Ea.	10.0000	$28.00	$280.00	RSM11FAC M, L, O&P	P
236	26-05-19-90-0120	Wire, 600 volt, coppper type THW, stranded, #10	C.L.F.	40.0000	$83.50	$3,340.00	RSM11FAC M, L, O&P	P
237	26-05-19-90-0180	Wire, 600 volt, coppper type THW, stranded, #4	C.L.F.	11.0000	$211.00	$2,321.00	RSM11FAC M, L, O&P	P
238	26-05-19-90-0220	Wire, 600 volt, coppper type THW, stranded, #2	C.L.F.	2.0000	$287.00	$574.00	RSM11FAC M, L, O&P	P
239	26-05-19-90-0400	Wire, 600 volt, coppper type THW, stranded, 250 kcmil	C.L.F.	12.0000	$865.00	$10,380.00	RSM11FAC M, L, O&P	P
240	26-05-29-20-6800	Hangers, channels, strap, EMT, 1-1/2" diameter Hangers and straps for conduit. (150+75+105)/10 = 33.00	Ea.	33.0000	$4.69	$154.77	RSM10FAC M, L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
241	26-05-33-13-5080	Conduit, to 15' high, includes 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 L.F., electric metallic tubing (EMT), 1-1/2" diameter	L.F.	300.0000	$10.85	$3,255.00	RSM11FAC M, L, O&P	P
242	26-05-33-13-5100	Conduit, to 15' high, includes 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 L.F., electric metallic tubing (EMT), 2" diameter	L.F.	300.0000	$12.90	$3,870.00	RSM11FAC M, L, O&P	P
243	26-05-33-13-5140	Conduit, to 15' high, includes 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 L.F., electric metallic tubing (EMT), 3" diameter	L.F.	300.0000	$27.00	$8,100.00	RSM11FAC M, L, O&P	P
244	26-05-33-13-5280	Conduit, to 15' high, electric metallic tubing (EMT), field bends, 45° to 90°, 1-1/2" diameter	Ea.	4.0000	$17.10	$68.40	RSM11FAC L, O&P	P
245	26-05-33-13-5300	Conduit, to 15' high, electric metallic tubing (EMT), field bends, 45° to 90°, 2" diameter	Ea.	4.0000	$23.50	$94.00	RSM11FAC L, O&P	P
246	26-05-33-13-5400	Conduit, to 15' high, electric metallic tubing (EMT), field bends, offsets, 1-1/2" diameter	Ea.	4.0000	$22.00	$88.00	RSM11FAC L, O&P	P
247	26-05-33-13-5420	Conduit, to 15' high, electric metallic tubing (EMT), field bends, offsets, 2" diameter	Ea.	4.0000	$31.00	$124.00	RSM11FAC L, O&P	P
248	26-05-33-13-6280	Conduit, to 15' high, electric metallic tubing (EMT), couplings, set screw, steel, 1 -1/2" diameter	Ea.	20.0000	$15.90	$318.00	RSM11FAC M, O&P	P
249	26-05-33-13-6300	Conduit, to 15' high, electric metallic tubing (EMT), couplings, set screw, steel, 2" diameter	Ea.	20.0000	$21.00	$420.00	RSM11FAC M, O&P	P
250	26-05-33-13-6580	Conduit, to 15' high, electric metallic tubing (EMT), box connectors, set screw, steel, 1-1/2" diameter	Ea.	20.0000	$24.00	$480.00	RSM11FAC M, L, O&P	P
251	26-05-33-13-6600	Conduit, to 15' high, electric metallic tubing (EMT), box connectors, set screw, steel, 2" diameter	Ea.	20.0000	$31.00	$620.00	RSM11FAC M, L, O&P	P
252	26-05-33-13-6640	Conduit, to 15' high, electric metallic tubing (EMT), box connectors, set screw, steel, 3" diameter	Ea.	10.0000	$102.00	$1,020.00	RSM11FAC M, L, O&P	P
253	26-05-33-13-7660	Conduit, to 15' high, electric metallic tubing (EMT), EMT, tee fittings with covers, set screw, 1-1/2" diameter	Ea.	10.0000	$113.00	$1,130.00	RSM11FAC M, L, O&P	P
254	26-05-33-13-7670	Conduit, to 15' high, electric metallic tubing (EMT), EMT, tee fittings with covers, set screw, 2" diameter	Ea.	10.0000	$145.00	$1,450.00	RSM11FAC M, L, O&P	P
255	26-05-33-13-8740	Conduit, to 15' high, electric metallic tubing (EMT), couplings, compression, steel, 1-1/2" diameter	Ea.	20.0000	$32.50	$650.00	RSM11FAC M, O&P	P
256	26-05-33-13-8750	Conduit, to 15' high, electric metallic tubing (EMT), couplings, compression, steel, 2" diameter	Ea.	20.0000	$44.50	$890.00	RSM11FAC M, O&P	P
257	26-05-33-13-8770	Conduit, to 15' high, electric metallic tubing (EMT), couplings, compression, steel, 3" diameter	Ea.	4.0000	$249.00	$996.00	RSM11FAC M, O&P	P
258	26-05-33-13-8840	Conduit, to 15' high, electric metallic tubing (EMT), box connectors, compression, steel, 1-1/2" diameter	Ea.	20.0000	$31.00	$620.00	RSM11FAC M, L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
259	26-05-33-13-8850	Conduit, to 15' high, electric metallic tubing (EMT), box connectors, compression, steel, 2" diameter	Ea.	20.0000	$41.50	$830.00	RSM11FAC M, L, O&P	P
260	26-05-33-13-8870	Conduit, to 15' high, electric metallic tubing (EMT), box connectors, compression, steel, 3" diameter	Ea.	5.0000	$139.00	$695.00	RSM11FAC M, L, O&P	P
261	26-05-33-50-0150	Outlet boxes, pressed steel, square, 4" Electrical and fire alarm.	Ea.	20.0000	$32.50	$650.00	RSM10FAC M, L, O&P	P
262	26-05-33-50-0250	Outlet boxes, pressed steel, square, 4", covers, blank Electrical and fire alarm.	Ea.	20.0000	$11.10	$222.00	RSM10FAC M, L, O&P	P
263	26-05-33-95-0110	Cutting and drilling, hole drilling to 10' high, concrete wall, 8" thick, 1/2" pipe size dowelin	Ea.	10.0000	$61.50	$615.00	RSM11FAC M, L, E, O&P	P
264	26-24-16-20-0100	Panelboard and load center circuit breakers, bolt on, 10,000 amp I.C., 120 volt, 1 pole, 15 to 50 amp	Ea.	9.0000	$78.00	$702.00	RSM11FAC M, L, O&P	P
265	26-24-16-20-2020	Panelboard and load center circuit breakers, plug in panel or load center, 120/240 volt, to 60 amp, 3 pole	Ea.	1.0000	$181.00	$181.00	RSM11FAC M, L, O&P	P
266	26-24-16-30-0700	Panelboards commercial applications, NQOD, with 20 amp 1 pole bolt on circuit breakers, 4 wire, 120/208 volt, 100 amp main lugs, 20 circuits	Ea.	1.0000	$1,850.00	$1,850.00	RSM11FAC M, L, O&P	P
267	26-27-26-20-2460	Wiring devices elements, receptacle, duplex, 120 volt, grounded, 15 amp	Ea.	3.0000	$16.90	$50.70	RSM11FAC M, L, O&P	P
268	26-27-26-20-2482	Wiring devices elements, receptacle, duplex, ground fault interrupting, 20 amp	Ea.	33.0000	$65.00	$2,145.00	RSM11FAC M, L, O&P	P
269	26-27-26-20-2600	Wiring devices elements, wall plates, stainless steel, 1 gang	Ea.	47.0000	$10.45	$491.15	RSM11FAC M, L, O&P	P
270	26-28-16-20-0400	Safety switches, general duty, 240 volt, 3 pole, NEMA 1, fusible, 200 amp	Ea.	1.0000	$1,300.00	$1,300.00	RSM11FAC M, L, O&P	P
271	26-28-16-20-5520	Safety switches, heavy duty, 600 volt, 3 pole, 3 phase, NEMA 3R, fusible, 60 amp	Ea.	1.0000	$985.00	$985.00	RSM11FAC M, L, O&P	P
272	26-28-16-20-5900	Safety switches, heavy duty, 600 volt, 3 pole, NEMA 3R, nonfused, 60 amp	Ea.	1.0000	$865.00	$865.00	RSM11FAC M, L, O&P	P
273	26-51-13-50-0200	Interior lighting fixtures, including lamps, mounting hardware and connections, fluorescent, cool white lamps, troffer, recess mounted in grid, rapid start, acrylic lens, 1' wide x 4' long, two 40 watt	Ea.	5.0000	$168.00	$840.00	RSM11FAC M, L, O&P	P
274	26-51-13-50-0600	Interior lighting fixtures, including lamps, mounting hardware and connections, fluorescent, cool white lamps, troffer, recess mounted in grid, rapid start, acrylic lens, 2' wide x 4' long, four 40 watt	Ea.	78.0000	$205.00	$15,990.00	RSM11FAC M, L, O&P	P
275	26-51-13-50-5600	Interior lighting fixtures, including lamps, mounting hardware and connections, incandescent, wall, round, 100 watt	Ea.	0.0000	$148.00		RSM11FAC M, L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
276	26-51-13-50-5600	Interior lighting fixtures, including lamps, mounting hardware and connections, incandescent, wall, round, 100 watt	Ea.	1.0000	$148.00	$148.00	RSM11FAC M, L, O&P	P
277	26-53-13-10-0240	Exit lighting fixtures, exit light ceiling or wall mount, L.E.D. with battery unit, single face Emergency Exit Lights	Ea.	13.0000	$265.00	$3,445.00	RSM10FAC Grn, M, L, O&P	P
278	26-61-13-10-0100	Energy saving lighting devices, occupancy sensors, passive infrared ceiling mounted	Ea.	23.0000	$216.00	$4,968.00	RSM11FAC Grn, M, L, O&P	P
279	26-61-13-10-0150	Energy saving lighting devices, automatic wall switches Motion sensor switches.	Ea.	11.0000	$97.50	$1,072.50	RSM10FAC Grn, M, L, O&P	P
280	26-61-13-30-0360	Fixture whips, 3/8" greenfield, 2 connectors, 6' long, THHN wire, three #12 Fixture whips	Ea.	20.0000	$33.50	$670.00	RSM10FAC M, L, O&P	P
		26 - Electrical Total				**$84,895.92**		

31 - Earthwork

281	31-22-16-10-1150	Finish grading, fine grade for slab on grade, hand grading	S.Y.	13.0000	$1.50	$19.50	RSM10FAC L, E, O&P, CCI 785 Q3 WA/T	P
282	31-23-16-16-0100	Structural excavation for minor structures, hand, pits to 6' deep, heavy soil or clay	B.C.Y.	143.0000	$68.50	$9,795.50	RSM11FAC L, B	P
283	31-23-16-16-1100	Structural excavation for minor structures, hand loading trucks from stock pile, sandy soil allows for expansion load excavation spoils for removl of spreading	B.C.Y.	6.0000	$23.00	$138.00	RSM11FAC L, B	P
284	31-23-23-13-0015-0300	Backfill, compaction in 6" layers, hand tamp, add to above (Modified using 31-23 -23-13-0300)	E.C.Y.	6.0000	$13.35	$80.10	RSM11FAC L, B	P
285	31-23-23-16-0035	Fill by borrow and utility bedding, select fill for shoulders and embankments	L.C.Y.	5.0000	$22.60	$113.00	RSM11FAC M, L, E, B	P
		31 - Earthwork Total				**$10,146.10**		

32 - Exterior Improvements

286	32-16-13-13-0300	Cast in place concrete curbs and gutters, forms only, no concrete, concrete, wood forms, 6" x 18", straight	L.F.	10.0000	$6.06	$60.60	RSM11FAC M, L, B	P
		32 - Exterior Improvements Total				**$60.60**		

33 - Utilities

287	33-11-13-45-2200	Water supply, copper pipe, excluding excavation or backfill, tubing, type K, 20' joints, 1" diameter l4v hvac piping'allows for fittings hangers and insulation	L.F.	400.0000	$14.75	$5,900.00	RSM11FAC M, L, O&P	P

33 - Utilities

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
288	33-31-13-25-2000	Sewage collection, polyvinyl chloride pipe, excluding excavation or backfill, 20' lengths, S.D.R. 35, bell and spigot, 4" diameter	L.F.	300.0000	$6.05	$1,815.00	RSM11FAC M, L, O&P	P
289	33-31-13-25-3120	Sewage collection, polyvinyl chloride pipe, excluding excavation or backfill, S.D.R. 35, bell and spigot, fittings, tees, 4" diameter	Ea.	10.0000	$110.00	$1,100.00	RSM11FAC M, L, O&P	P
290	33-31-13-25-3200	Sewage collection, polyvinyl chloride pipe, excluding excavation or backfill, S.D.R. 35, bell and spigot, fittings, wyes, 4" diameter	Ea.	20.0000	$114.00	$2,280.00	RSM11FAC M, L, O&P	P
291	33-36-13-10-0015	Septic tanks, excluding excavation or backfill, septic tanks, precast, 1,000 gallon lfv sampling well	Ea.	1.0000	$1,200.00	$1,200.00	RSM11FAC M, L, E, O&P	P
		33 - Utilities Total				**$12,295.00**		

Alternates

292	01-55-23-50-1001	Ramp install L4V labor only from 1000 Roads and sidewalks, temporary, ramp, 3/4" plywood, on 2" x 6" joists, 16" O.C.	S.F.	20.0000	$2.30	$46.00	CUSTOM L, B	P
293	01-93-13-15-0101	Air conditioning system maintenance No direct pricing system check for operation units not removed n = *FORMULA ERROR*	Job	1.0000	$3,400.00	$3,400.00	CUSTOM M, L, B	P
294	08-14-33-20-6101	Folding accordion, closet, including track and frame No direct pricing No = *FORMULA ERROR*	Ea.	1.0000	$45.00	$45.00	CUSTOM L, B	P
295	08-31-13-10-6151	Types of framed access doors, standard door, metal, 12" x 12" Demo 50% of labor as suggeseted by RS Means	Ea.	8.0000	$17.25	$138.00	CUSTOM L, B	P
296	083463131001	Demo detention doors as allowed and instructed by means 50% of installtion labor (0834731000)	Each	12.0000	$190.00	$2,280.00	CUSTOM L	P
297	09-21-16-33-5402	(Credits 1 side drywall)(Partition wall, stud wall, 8' to 12' high, 5/8", interior, gypsum board, water resistant, tape and finish 1 sides, installed on and including, metal studs, non load bearing, 25 gauge, 16" O.C., 6" wide partion wall for chases credits 1 side drywall	S.F.	1,200.0000	$2.51	$3,012.00	CUSTOM M, L, B	P
298	100000000000	Favorable Buyout Discount Extended discount to client due to favorable buyout	Job	1.0000	$-84,279.00	$(84,279.00)	CUSTOM M, L	P
299	11-76-10-10-5000	L4V work station sink labor and allows sundries Surgical equipment, scrub, surgical, stainless steel, single station, minimum	Ea.	5.0000	$243.00	$1,215.00	CUSTOM M, L, B	P
300	11-76-10-10-5001	Surgical equipment, scrub, surgical, stainless steel, single station, closest fit for autopsy sink labor only adjusted for size allows for sundries etc for install	Ea.	4.0000	$375.00	$1,500.00	CUSTOM M, L, B	P
301	11-78-13-10-0022	Mortuary and autopsy equipment, autopsy table, deluxe	Ea.	5.0000	$915.00	$4,575.00	CUSTOM M, L, B	P
302	11-78-13-10-3200	Mortuary and autopsy equipment, mortuary refrigerator, end operated, two capacity no labor in book price for labor input	Ea.	1.0000	$3,500.00	$3,500.00	CUSTOM L, B	P

Alternates

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		allows for assembly, install, havac service startup and staging						
303	13-21-26-50-6302	Adjusted to labor only allows for materiials and sundries for install Refrigeration, rule of thumb for complete units, excluding doors and refrigeration, cooler	SF Flr.	704.0000	$14.72	$10,362.88	CUSTOM M, L, B	P
304	21-12-16-50-3002	L4f hose reel install from 3000	Ea.	4.0000	$84.20	$336.80	CUSTOM L, O&P	P
305	22-05-05-10-1600	Plumbing demolition, fixtures, including 10' piping, water fountains, free standing	Ea.	1.0000	$350.00	$350.00	CUSTOM M, L, B	P
306	22-41-16-30-5200-5791	Sinks, for rough-in, supply, waste & vent, sinks (Modified using 22-41-16-30-5790)	Ea.	1.0000	$207.50	$207.50	CUSTOM L, B	P
307	22-42-16-40-7000-8981	Service sinks, for rough-in reversal abandon in place, supply, waste and vent, wall service sinks (Modified using 22-42-16-40-8980)	Ea.	1.0000	$297.50	$297.50	CUSTOM L, B	P
308	22-42-16-40-7001	Service sinks, service, wall, porcelain enamel on cast iron, roll rim, 22" x 18" demo 50% labor Per RS means	Ea.	1.0000	$96.50	$96.50	CUSTOM L, B	P
309	22-46-13-10-5400-6301	Plug and abandon in place Demolition for unlisted Security Plumbing Fixture 50% of install labor as suggested by RSmeans 223613546300	Ea.	13.0000	$385.00	$5,005.00	CUSTOM L, B	P
		DX and deleting service revese rough in						
310	2246135301	Demolition for unlisted Security Plumbing Fixture 50% of install labor as suggested by RSmeans	Each	13.0000	$75.00	$975.00	CUSTOM L	P
311	23-37-13-30-5001	Grilles, aluminum, transfer grille, vision proof, 8" x 4" labor 50% demo dx transfer ducts L4V	Ea.	8.0000	$10.70	$85.60	CUSTOM L, O&P	P
		LfV DX transfer duct						
312	262416300000	Electrical Service	Job	1.0000	$3,500.00	$3,500.00	CUSTOM M, L	P
		existing systems check gen set panels condutors disconnects etc						
		Alternates Total				**$(43,351.22)**		
		Estimate Grand Total				**488,857.70**		

AI-28270 **24. D.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Estate of Claudia Ortiz, deceased, Claudia Linette Chagolla, Sandra Denisee Chagolla, Feliciano Rico, Maria Yolanda Perales Veloz and Jose Miranda

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 08:49 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Monica Badillo Started On: 08/25/2011 08:43 AM

Final Approval Date: 08/25/2011

AI-28272 **24. E.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Erasmo Chapa and Esequiel Chapa, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 08:50 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Monica Badillo Started On: 08/25/2011 08:45 AM

Final Approval Date: 08/25/2011

AI-28271 **25. D.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Estate of Claudia Ortiz, deceased, Claudia Linette Chagolla, Sandra Denisee Chagolla, Feliciano Rico, Maria Yolanda Perales Veloz and Jose Miranda

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 08:50 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Monica Badillo Started On: 08/25/2011 08:43 AM

Final Approval Date: 08/25/2011

AI-28273 **25. E.**

CC REGULAR

Meeting Date: 08/30/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Erasmo Chapa and Esequiel Chapa, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 08:50 AM
Purchasing Department	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Monica Badillo Started On: 08/25/2011 08:46 AM

Final Approval Date: 08/25/2011

From:	Michael Leo
To:	"Monica Badillo"
Subject:	RE: eGrants: Notification of OOG Grant Award for Grant Number: 2452901
Date:	Thursday, August 25, 2011 2:02:03 PM
Attachments:	eGrants Notification of OOG Grant Award for Grant Number 2452901 (1.77 KB).msg CJD Grant FY2012 (283 KB).msg

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Attached is the email correspondence received awarding grant. Also, additional budget amendment.

Thank you,

Michael Leo

-----Original Message-----
From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Thursday, August 25, 2011 10:08 AM
To: 'Michael Leo'
Subject: RE: eGrants: Notification of OOG Grant Award for Grant Number: 2452901

Ok; do u have some backup documents?

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

-----Original Message-----
From: Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
Sent: Thursday, August 25, 2011 9:51 AM
To: 'Monica Badillo'
Subject: FW: eGrants: Notification of OOG Grant Award for Grant Number: 2452901

Good Morning Monica,

Can you place this item for Juvenile Probation. It is to accept a JABG grant. This previously went to CC for approval to apply. For next week.

Thank you,

Michael Leo
Executive Assistant
Office of the Hidalgo County Judge
1615 S. Closner, Ste J
Edinburg, TX 78539
Phone: (956) 318-2600 Ext. 5010
Fax: (956) 318-2699
Email: michael.leo@co.hidalgo.tx.us

-----Original Message-----
From: Elena Gaitan [mailto:elena.gaitan@jpd.co.hidalgo.tx.us]

Sent: Wednesday, August 24, 2011 2:09 PM
To: 'Michael Leo'
Subject: RE: eGrants: Notification of OOG Grant Award for Grant Number: 2452901

Yes, please place on agenda and Mr. Silva will like to read the item before.

-----Original Message-----
From: Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
Sent: Wednesday, August 24, 2011 1:43 PM
To: 'Elena Gaitan'
Subject: RE: eGrants: Notification of OOG Grant Award for Grant Number: 2452901

Communicated with B&M, seems everything is ready to go. Do you want us to place it on the agenda for Juvenile Probation? Who would you like to read the item before CC?

Thank you,

Michael Leo

-----Original Message-----
From: Elena Gaitan [mailto:elena.gaitan@jpd.co.hidalgo.tx.us]
Sent: Tuesday, August 23, 2011 9:50 AM
To: 'Michael Leo'
Subject: RE: eGrants: Notification of OOG Grant Award for Grant Number: 2452901

Can you please proceed to take it to CCC for approval of acceptance and appropriation

-----Original Message-----
From: Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
Sent: Tuesday, August 23, 2011 9:25 AM
To: 'Elena Gaitan'
Subject: RE: eGrants: Notification of OOG Grant Award for Grant Number: 2452901

The original notice stated the following:

We are pleased to inform you that your jurisdiction is eligible to apply for $47,370.27 with a 10% cash match of $5,263.36 for the coming grant year. The allocation is based on an annual calculation of juvenile crime data in your area.

-----Original Message-----
From: Elena Gaitan [mailto:elena.gaitan@jpd.co.hidalgo.tx.us]
Sent: Friday, August 19, 2011 10:16 AM
To: 'Michael Leo'
Subject: RE: eGrants: Notification of OOG Grant Award for Grant Number: 2452901

What is the amount- grant and local match?

-----Original Message-----
From: Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
Sent: Friday, August 19, 2011 9:57 AM
To: buddy.silva@jpd.co.hidalgo.tx.us

Cc: 'Elena Gaitan'; 'Yolanda'
Subject: FW: eGrants: Notification of OOG Grant Award for Grant Number: 2452901

CONGRATULATIONS !!!!!!

Let us know if we can be of any further assistance. Good luck with the program !!!!

Michael Leo
Executive Assistant
Office of the Hidalgo County Judge
1615 S. Closner, Ste J
Edinburg, TX 78539
Phone: (956) 318-2600 Ext. 5010
Fax: (956) 318-2699
Email: michael.leo@co.hidalgo.tx.us

-----Original Message-----
From: egrants@governor.state.tx.us [mailto:egrants@governor.state.tx.us]
Sent: Thursday, August 18, 2011 2:18 PM
To: ramon.garcia@co.hidalgo.tx.us; buddy.silva@jpd.co.hidalgo.tx.us; ray.eufracio@auditor.co.hidalgo.tx.us
Subject: eGrants: Notification of OOG Grant Award for Grant Number: 2452901

It is a pleasure to inform you that your application for funding has been awarded!

The Office of the Governor (OOG) is working to ensure that communities throughout the state receive the resources to make Texas a safer place by creating and supporting programs that protect people from crime, reduce the number of crimes committed, and promote accountability, efficiency, and effectiveness within the criminal justice system. Your project contributes to these efforts.

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at https://eGrants.governor.state.tx.us
and go to the 'My Home' page. In the 'Project Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline' the award for your grant.