AI-30777 **6. B.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from State Farm Insurance Company in the amount of $2,173.90 to settle auto accident with County vehicle. (Sheriff)

BACKGROUND

DOL: 02/04/11

Acct #: 2-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

State Farm Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/25/2012 03:08 PM
Erika Zamora	Erika Zamora	01/27/2012 09:45 AM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Aida Alvarez Started On: 01/25/2012 02:55 PM

Final Approval Date: 01/31/2012

CLAIM NO 53-G611-060 POLICY NO 6363-154-53W-003 LOSS DATE 02-04-2011

PAYMENT NO 1 25 702757 J
DATE 01-19-2012
AMOUNT $2,173.90
TIN

Coverage Description	Amount	COL	Pay Cd
PROPERTY DAMAGE LIABILITY	$2,173.90	200	1

RETAIN STUB FOR RECORDS

AUTHORIZED BY MUNUO, ESTER
PHONE (888) 257-6077

REMARKS sub demand pymt on policy # 636-3154-E1753W
n/e

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
AUSTIN, TX
CUSTOMER SER 53 25-944 L443

JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH

1 25 702757 J

DATE 01-19-2012
MM DD YYYY

CLAIM NO 53-G611-060 INSURED PENNINGTON, THOMAS
LOSS DATE 02-04-2011

EXACTLY TWO THOUSAND ONE HUNDRED SEVENTY-THREE AND 90/100 DOLLARS $***2,173.90

Pay to the Order of: THE COUNTY OF HIDALGO ATTN: SAFETY DIVISION
PO BOX 1356
EDINBURG TX 78540

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

⑈ 2517702757⑈ ⑆044115443⑆ 627119209⑈

Date Entered: _____
Requisition #: _____
Date Approved: _____
P.O. # _____

HIDALGO COUNTY SHERIFF'S OFFICE

MOTOR POOL REQUISITION

DATE: 02/10/11
REQUESTED BY: JUAN LOPEZ, MOTOR POOL SUPERVISOR
BUDGET: 1-1100-421-00-280-001-0
OBJECT NUMBER: 432 R&M Services - Equipment & Vehicles
CURRENT BALANCE: **$107,743.54**
EXPENDITURE AMOUNT: **$2,173.90**
NEW BALANCE: **$105,569.64**
PURPOSE FOR EXPENDITURE: Repairs to front collision of unit 464

LINE #	Commodity Code	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	928-15	Parts & Material		1	Ea	$1,329.10	$1,329.10
		Body Labor		13.3	Hr	$34.00	$452.20
		Paint Labor		11.4	Hr	$34.00	$387.60
		Frame Labor		0	Ea	$48.00	$0.00
		Paint Supplies		1	Ea	$5.00	$5.00
		Unit # : 464	Model: Commander				
		Year: 2006	VIN: 1J8HH582X6C216226				
		Make: Jeep	Plates: BB8Y333				

SHIPPING: (N/A) **$0.00**
GRAND TOTAL: **$2,173.90**
ESTIMATED DELIVERY DATE:

Awarded Vendor :

Maaco Collision Repair
1500 W. Polk
Pharr, TX., 78577
956.664.0405
Contact: **Nora Villarreal**
$2,173.90

Quote:

E.R. Paint & Mechanical
2420 W. Monte Cristo Rd
Edinburg TX. 78541
956.386.0008
Contact: Eloy
$3,231.49

Quote:

Collision Masters
11700 Rooth Rd.
Edinburg TX., 78539
956.380.3368
Contact: Eloy
$3,448.39

AUTHORIZED BY: _____ DIVISION COMMANDER
APPROVED BY: _____ ADMINISTRATIVE LIEUTENANT

REVIEWED BY: _____ PROCUREMENT SPECIALIST
APPROVED BY: _____ CHIEF DEPUTY

AI-30928 **6. C.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request from the Rio Grande Regional Water Planning Group - LRGVDC for local contribution in the amount of $10,863.05 in support of Region M's Water Planning efforts

BACKGROUND

Approx. amt. to be raised - $77,280.20 from local governments
County contribution on a per capital basis using 2010 data center population estimates is $10,863.05

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-843

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

BUDGETARY IMPACT:

Available balance as of 2-3-12 $250,000.00

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/03/2012 11:40 AM
Ivan Cantu	Ivan Cantu	02/03/2012 01:27 PM
Budget & Management	Merlen P. Munoz	02/03/2012 11:40 AM
Ivan Cantu	Ivan Cantu	02/03/2012 01:27 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 02/03/2012 11:28 AM

Lower Rio Grande Valley Development Council

Mayor Pro-Tem Eddy Gonzalez, Edcouch ..... President
Hon. Norma G. Garcia, Member-at-Large ..... 1st Vice-President
Mayor Steve Brewer, La Feria ..... 2nd Vice-President
Mayor Tony Martinez, Brownsville ..... Secretary
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... Treasurer
Mayor Chris Boswell, Harlingen ..... Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

John F. Gonzales
Judge, Willacy County

Pilar Garza
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Jim Darling
Commissioner, McAllen

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Council Member, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Celeste Sanchez
Commissioner, San Benito

Armando Garza
Mayor Pro-tem, San Juan

Robert J. Garza
Commissioner, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

J. Shane Cameron
Willacy Navigation District

Don Medina
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

RECEIVED
JAN 24 2012
COUNTY JUDGE

January 20, 2012

Judge Ramon Garcia
Hidalgo County
P.O. Box 1356
Edinburg, TX 78540

Dear Judge Garcia:

As you know, the Rio Grande Regional Water Planning Group (RGRWPG), as designated by Senate Bill 1 (SB-1), comprises the eight (8) counties of Cameron, Hidalgo, Jim Hogg, Maverick, Starr, Webb, Willacy, and Zapata. The RGRWPG has the legislative charge to develop and maintain a viable Regional Water Plan consistent with the guidelines set forth by the Texas Water Development Board (TWDB). I am happy to report that the RGRWPG has consistently met this statutory responsibility since its creation. The most recent Water Plan Revision was completed successfully and submitted to the TWDB. This is a crucial accomplishment as water conservation and supply improvements must be consistent with this plan in order to receive funding assistance from the State of Texas. The plan can be viewed on the TWDB website at www.twdb.state.tx.us.

Financially, preparation of this Regional effort continues to be made possible through funding from the TWDB Board and local contributions by local governments, the agricultural community, and the private sector. On behalf of the RGRWPG, I want to thank you for the past financial by your local government.

Under direction of the TWDB, the RGRWPG has began the water planning cycle for the next biennium. Again this biennium, state funds will not support 100% of the total water planning expenses; therefore local funds will be needed to support this effort so critically important to this region.

The RGRWPG unanimously approved a goal to raise approximately $77,280.20 from local governments to meet our upcoming financial needs. This RGRWPG also approved a formula for collecting this amount assessed on a per capita basis utilizing the most recent (January 1, 2010) Texas State Data Center population

1=1100+415-00-115-002-0-843

CC 2/7/12

MAIN OFFICE * 301 W. Railroad.* Weslaco, TX * 78596 * TEL: (956) 682-3481* FAX: (956) 631-4670
TTY FOR HEARING IMPAIRED: 1-800-735-2989
WEBSITE: www.lrgvdc.org
PRINTED ON RECYCLED PAPER

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 1/25/12 BY:

estimates. Utilizing this formula, the local contribution requested from your local government is $10,863.05. Also for your reference I have attached a chart illustrating the contributions requested and received to date from local governments throughout the eight (8) county region.

On behalf of the RGRWPG members, we recognize the hard economic times all of us are facing; however, I trust your local government can contribute to this planning process that is so critical to the economic sustainability of this region. For your convenience a statement in the amount of $10,863.05 is also attached for processing. Please note that checks should be made payable to the Lower Rio Grande Valley Development Council (LRGVDC) as the LRGVDC is continuing to serve as the administrative/fiscal agent for the RGRWPG.

Thank you for consideration of this request and for the past support of this major drought planning process. I look forward to continuing our collaborative efforts in the future, and should there be any questions please do not hesitate to contact me.

Sincerely,

Kenneth N. Jones, Jr.
Executive Director

Enclosures (3)

Cc: Ms. Yolanda Chapa

RIO GRANDE
REGIONAL WATER PLANNING GROUP

Invoice # 2011-005

01/20/2012

c/o Lower Rio Grande Valley Development Council
301 W. Railroad
Weslaco, TX 78596
956-682-3481

INVOICE

TO: Hidalgo County
Attn: Ms. Yolanda Chapa
P.O. Box 1356
Edinburg, TX 78540

Date	Charges	Total
01/20/2012	Local contribution in support of Region M's Water Planning efforts	$10,863.05
	2-1100-415-00-115-002-0843	
	Total Due	**$10,863.05**
	Please make check(s) payable to:	
	Lower Rio Grande Valley Development Council	

Local Fund Contribution Match Schedule
RGRWPG (Region "M") - January 2012

Entity	Population*	Local Government Match based on .05%	Payment Received	Committed	Total Committed & Received Contributions
Willacy County	20,985				
City of Lyford	2,897	$144.85	$144.85		
City of Raymondville	9,772	$488.60			
City of San Perlita	722	$36.10	$36.10		
Balance for Willacy County	7,594	$379.70	$379.7		
Hidalgo County	747,512				
City of Alamo	19,102	$955.10	$955.10		
City of Alton	10,934	$546.70			
City of Donna	18,299	$914.95			
City of Edcouch	4,390	$219.50			
City of Edinburg	72,944	$3,647.20	$3,647.20		
City of Elsa	6,885	$344.25			
City of Granjeno	332	$16.60			
City of Hidalgo	11,866	$593.30	$593.30		
City of La Joya	4,396	$219.80			
City of La Villa	1,428	$71.40			
City of McAllen	132,204	$6,610.20	$6,610.20		
City of Mercedes	16,472	$823.60			
City of Mission	69,584	$3,479.20			
City of Palmhurst	6,376	$318.80	$318.80		
City of Palmview	5,652	$282.60			
City of Penitas	2,439	$121.95			
City of Pharr	66,813	$3,340.65	$3,340.65		
City of Progreso	6,138	$306.90			
City of Progreso Lakes	277	$13.85	$13.85		
City of San Juan	35,330	$1,766.50			
City of Sullivan City	4,770	$238.50			
City of Weslaco	33,620	$1,681.00			
Balance for Hidalgo County	217,261	$10,863.05			
Cameron County	398,624				
Town of Bayview	434	$21.70	$21.70		
City of Brownsville	176,985	$8,849.25			
Town of Combes	2,875	$143.75			
City of Harlingen	68,675	$3,433.75			
Town of Indian Lake	605	$30.25	$30.25		
City of La Feria	8,098	$404.90	$404.90		
Town of Laguna Vista	4,150	$207.50			
City of Los Fresnos	5,804	$290.20	$290.20		
Town of Los Indios	1,353	$67.65			
City of Palm Valley	1,336	$66.80	$66.80		
City of Port Isabel	5,311	$265.55			
Town of Primera	4,228	$211.40			
City Of Racho Viejo	2,083	$104.15			
City of Rio Hondo	2,278	$113.90			
City of San Benito	26,255	$1,312.75	$1,312.75		
Town of Santa Rosa	3,197	$159.85	$159.85		
Town South Padre Island	3,177	$158.85			
Balance for Cameron County	81,780	$4,089.00			
Jim Hogg County	5,181		$258.55		
Guerra	10	$0.50			
City of Hebbronville	4,390	$219.50	**		
Las Lomitas	268	$13.40	**		
South Fork Estates	48	$2.40	**		
Balance for Jim Hogg	465	$23.25	**		
*** All Jim Hogg amounts are paid for, except Guerra***					

Maverick County	53,897				
Eagle Pass	27,384	$1,369.20			
Balance for Maverick County	26,513	$1,325.65			
Webb County	241,974				
El Cenizo	3,804	$190.20	$190.20		
Laredo	224,956	$11,247.80	$11,247.80		
Rio Bravo	5,936	$296.80			
Balance for Webb County	7,278	$363.90			
Starr County	62,748				
Escobares	2,136	$106.80			
La Grulla	1,746	$87.30	$87.30		
Rio Grande City	14,523	$726.15	$726.15		
Roma	11,767	$588.35	$588.35		
Balance for Starr County	32,576	$1,628.80			
Zapata County	14,683				
Falcon Lake Estates	1,016	$50.80			
Falcon Mesa	576	$28.80			
Lopeno	176	$8.80			
Medina	3,638	$181.90			
Morales-Sanchez	113	$5.65			
New Falcon	219	$10.95			
Siesta Shores	1,076	$53.80			
Zapata	5,775	$288.75			
Balance for Zapata County	2,094	$104.70			
TOTAL	**1,545,604**	**$77,280.20**	**$31,424.55**	**0**	

AI-30926 **6. D.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action authorizing County Auditor to perform review, processing and auditing services on the following agencies:
Urban County Program
Community Services Agency
Head Start Program

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	02/03/2012 03:09 PM
Ivan Cantu	Ivan Cantu	02/03/2012 03:32 PM
Budget & Management	Merlen P. Munoz	02/03/2012 03:09 PM
Ivan Cantu	Ivan Cantu	02/03/2012 03:32 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 02/03/2012 10:45 AM

AI-30788 **6. E.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept.:
Environmental Division
Requesting authorization for 2 employees to attend a Commercial & Technician Training Course on February 9, 2012 in Weslaco, TX. The purpose of the course is to obtain statutorily required continuing professional education.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-584

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

BUDGETARY IMPACT:

Amount available for requisition# 210056 & 210060 as of 1-26-12 $100 & $100 respectively.

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/25/2012 04:49 PM
Manuel Chapa	Manuel Chapa	01/26/2012 02:36 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mike Escaname Started On: 01/25/2012 04:30 PM

Final Approval Date: 01/31/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 01/19/12

DEPARTMENT NAME: Health & Human Services

TOTAL NUMBER OF EMPLOYEES TRAVELING: 2

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Elizardo Ramos, Ruben Hernandez

EVENT INFORMATION

TITLE OF EVENT: Commercial & Technitian Training Course

EVENT DATE(S) FROM: 02/09/12 TO: 02/09/12

DEPARTURE DATE: 02/09/12 RETURN DATE: 02/09/12

LOCATION OF EVENT: CIT' Weslaco STATE: Texas

PURPOSE OF TRAVEL

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

x 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.

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 obtain CEU's Hours to renew NonCommercial Political Pesticide License "Vector"

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$200.00	
Subtotal for Object Code 584	$200.00	$
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		
11. MEALS		
12. OTHER EXPENSES		
Subtotal for Object Code 583	$-	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$200.00	$

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

AIRFARE* _____

BUS** _____

Rental Car** _____

County Vehicle* x

Private Vehicle* _____

OTHER** (Specif _____

* 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.

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.:

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:

High Sierra Education P.O. Box 310706 New Braunfels, Texas 78131
Registration Form

Name Elizardo Ramos C.R. License # 0526938

Categories Licensed In Non Comercial Political Desticide

Company Hidalgo County Health Dept Phone# (956) 383-0111

Address 1304 S. 25th St. E-Mail elizardo.ramos@hchd.org

City Edinburg, TX Zip 78539

Location and Date Registering _____

Commercial and Technician Training Course 6 hr. Board Approved $100 _____
(This is the required training course to be able to take the State Exam)

CEU's Recertification Courses
SPCS requirements is two generals and one credit in each category you are licensed in. Credits offered are 2 generals, Pest, Termite, Lawn, Weed, Commodity Fum., Structure Fum.

TDA Agriculture licensed is 5 credits

$ 40 for the first credit and $20 for each additional credit. (example 2 general and one category would be $80)

Payment method excepted : cash, check, P.O. and credit cards.

P.O. #_____ Billing Address _____

Credit Card Information: Type of Card Visa___ MasterCard ___ Discover _____ Amex. ____

Name on Card _____

Billing Address on Card _____

Card #_____ Expiration Date _____

Verification # _____

Total Submited _____

www. highsierraservice.com phone: 830-620-4440 fax: 830-620-0708
All our courses (dates and locations) can be found on our website. You can register on-line, by mail, fax or by phone.

High Sierra Education P.O. Box 310706 New Braunfels, Texas 78131
Registration Form

Name Ruben Hernandez C.R License #_____

Categories Licensed In Non Commercial Political Pesticide

Company Hidalgo County Health Dept. Phone# (956) 383-0111

Address 1304 S. 25th St E-Mail ruben.hernandez@hcnd.org

City Edinburg, TX Zip 78539

Location and Date Registering _____

Commercial and Technician Training Course 6 hr. Board Approved $100 _____
(This is the required training course to be able to take the State Exam)

CEU's Recertification Courses
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$ 40 for the first credit and $20 for each additional credit. (example 2 general and one category would be $80)

Payment method excepted : cash, check, P.O. and credit cards.

P.O. #_____ Billing Address _____

Credit Card Information: Type of Card Visa___ MasterCard ___ Discover _____ Amex. ____

Name on Card _____

Billing Address on Card _____

Card #_____ Expiration Date _____

Verification # _____

Total Submited _____

www. highsierraservice.com phone: 830-620-4440 fax: 830-620-0708
All our courses (dates and locations) can be found on our website. You can register on-line, by mail, fax or by phone.

TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER

Pesticide CEU Course Search

Company Details
HIGH SIERRA EDUCATION SERVICE
P.O. BOX 310706 2270 HWY 70 46 SOUTH
NEW BRAUNFELS, TX 78131
WWW.HIGHSIERRASERVICE.COM

Contact Details
MR. LARRY FRANKE
(830) 620-4440

Course Title: 2012 HIGH SIERRA AG CLASSROOM CEU'S

Course Category	Credits
DM	0.50
IPM	1
LAWS AND REGULATIONS	0.50
LAWS AND REGULATIONS	1
GENERAL	0.25
GENERAL	0.50
GENERAL	0.50
GENERAL	0.25
GENERAL	0.50
Total:	5.00

City	Course Date	Course Time	Facility Name	Facility Address	Facility County
ABILENE	02/23/2012	08:00 AM	ABILENE CIVIC CENTER	1100 N 6TH ABILENE, TX 79601	TAYLOR
ARLINGTON	02/24/2012	08:00 AM	ARLINGTON CONVENTION CENTER	1200 BALLPARK WAY ARLINGTON, TX 76011	TARRANT
BROWNWOOD	03/10/2012	08:00 AM	GATE ONE MOTOR INN	4410 HWY 377 BROWNWOOD, TX 76861	BROWN

			WESLACO	78596	
WESLACO	02/09/2012	08:00 AM	BEST WESTERN PALM AIRE WESLACO	415 S. INTERNATIONAL BLVD WESLACO, TX 78596	HIDALGO
WESLACO	06/09/2012	08:00 AM	BEST WESTERN PALM AIRE WESLACO	415 S. INTERNATIONAL BLVD WESLACO, TX 78596	HIDALGO
WESLACO	11/08/2012	08:00 AM	BEST WESTERN PALM AIRE WESLACO	415 S. INTERNATIONAL BLVD WESLACO, TX 78596	HIDALGO

New Search Pesticide Home

Requisition

Req # 00210056

PO #

Date: 01/25/12

Bill To: x
x

Vendor : 152439
RAMOS, ELIZARDO JR
C/O HEALTH DEPT.

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

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	REGISTRATION FEES	100.00	100.00
		Account No	Encumbrance	
		2-1100-441-00-340-001-0-584		
			Freight	.00
			Total	100.00
		MEETING: COMMERCIAL AND TECHNICIAN TRAINING COURSE LOCATION: WESLACO, TEXAS DATE: 02/09/12		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00210060

PO #

Date: 01/25/12

Bill To: x
x

Vendor : 304301
HERNANDEZ, RUBEN
C/O HEALTH DEPARTMENT

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

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	REGISTRATION FEES	100.00	100.00
		Account No 2-1106-441-00-340-001-0-584	Encumbrance	
			Freight	.00
			Total	100.00
		MEETING: COMMERCIAL AND TECHNICIAN TRAINING COURSE LOCATION: WESLACO, TEXAS DATE: 02/09/12		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-30794 **6. F.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept.:
Requesting authorization for Hidalgo County Health & Human Services Chief Administrative Officer to attend the TALHO Board and Membership Meetings scheduled for 2012.

BACKGROUND

TALHO membership request was presented to CC on 01/31/12 through AI-30625

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-583

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

BUDGETARY IMPACT:

Travel will be encumbered as the year progresses based on scheduled meetings.

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/25/2012 04:56 PM
Manuel Chapa	Manuel Chapa	01/26/2012 02:29 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mike Escaname Started On: 01/25/2012 04:44 PM

Final Approval Date: 01/31/2012



PUBLIC HEALTH
Promote. Prevent. Protect.

NEWS.

01.11.12
H-E-B is looking for 25 people to participate in a 16-week program where experts will teach you about cooking, nutrition and exercise while wellness coaches will help you lose weight, become more active and live healthier. The grand prize is $10,000! Apply today.

01.03.12
TALHO Member-At-Large and Director of the Houston Department of Health and Human Services, Stephen Williams, MEd, MPA, was

WELCOME.

We are a non-profit organization that promotes health, prevents disease and protects the environment.

We represent the collective interests of a membership body comprised of local health departments and districts throughout the state of Texas. We are committed to the principles of public health practice in local communities and strive through advocacy, leadership, innovation and technology to assist members in reaching their goals.

As advocates for the health and wellbeing of Texans, we function as an information resource by monitoring and researching public health news, trends, and legislative actions to keep members updated on the current events that effect their everyday operations.

In a technical capacity, we operate the Texas Health Alert Network (HAN), critical infrastructure for the transmittal of public health

UPCOMING EVENTS.

02.08.12
TALHO Board Meeting
1:00PM - 4:00PM
TALHO Conference Room

02.09.12
TALHO Membership Meeting
8:30AM - 4:30PM
TALHO Conference Room

04.18.12
TALHO Board Meeting
1:00PM - 4:00PM
TALHO Conference Room

04.19.12
TALHO Membership Meeting
8:30AM - 4:30PM

06.13.12
TALHO Board Meeting
1:00PM - 4:00PM
TALHO Conference Room

06.14.12
TALHO Membership Meeting
8:30AM - 4:30PM
TALHO Conference Room

08.08.12
TALHO Board Meeting
1:00PM - 4:00PM
TALHO Conference Room

08.09.12
TALHO Membership Meeting
8:30AM - 4:30PM
TALHO Conference Room

10.10.12
TALHO Board Meeting
1:00PM - 4:00PM
TALHO Conference Room

10.11.12
TALHO Membership Meeting
8:30AM - 4:30PM
TALHO Conference Room

12.12.12
TALHO Board Meeting
1:00PM - 4:00PM
TALHO Conference Room

12.13.12
TALHO Membership Meeting
8:30AM - 4:30PM
TALHO Conference Room

TALHO
Texas Association of
Local Health Officials

RECEIVED
Hidalgo County Health
& Human Services Department
NOV 21 2011
1304 S. 25th Ave.
Edinburg, Texas 78542

E: info@talho.org
P: (512) 814-2546
F: (512) 814-2551

2600 McHale Court, Ste. 100
Austin, TX 78758

November 18, 2011

Dr. Eduardo Olivarez M.D.
Chief Administrative Officer
Hidalgo County Health Department
1304 South 25th Avenue
Edinburg, Texas 78542

Dear Dr. Olivarez:

The Texas Association of Local Health Officials, (TALHO), provides many valuable services to local health departments. These services are made possible by various projects and the generous support of our members. TALHO's members span all budget sizes, geographic regions and public health activities in the state. As the State of Texas' State Association of County & Cities Health Officials (SACCHO), TALHO advocates for its members in the Texas Legislature and the US Congress to ensure that the best interests of Local Health Departments and Districts and the communities they represent are heard and understood. Benefits to local health departments and Districts include but are not limited to:

A. Advocacy for public health issues, a united voice representing the collective interest of individuals who represent public health activities for over 85% of the Texas population is difficult for anyone to ignore. As evidenced by the one year successful passage of SB 969. TALHO through the leadership of its Board of Directors combined with excellent follow through by its Executive Director and cooperation of it membership have every reason to call 2011 a successful legislative year.
B. TALHO provides a one-stop, solution to Public Health governmental relations needs wherever they may occur. As resources become scarce, the ability to push through the governmental wall and make the unified voice of Public Health heard becomes a greater challenge.
C. With over 10 years of experience TALHO has found the key to effective advocacy is knowing about the process, the issue, goals, facts ,strategy, allies, opposition and the people, who will make a difference in the success or failure of the campaign. The battle goes to the prepared, and the familiar adage of "knowledge is power" provides a significant advantage in this process.
D. TALHO advocates best practices for members, promotes networking among members and across governmental and business sectors to increase awareness about the role of Local Health Departments and Districts in the overall health of the communities they serve.
E. Assists in operational efficiencies from technology based consulting services (software selection to large wide area network projects).
F. TALHO provides and manages connectivity solutions for its members
G. Availability of $600 per month T1 data connection for members, which can be used for primary internet access or other connection services.

The **TALHO** Board of Directors

President
Sal Garcia
Midland Health Department

President-Elect
Eduardo Olivarez
Hidalgo County Health Department

Vice-President
Lou Franklin
Wichita Falls-Wichita County
Public Health District

Past President
Bing Burton
Denton County Health Department

Secretary / Treasurer
Matt Richardson
Amarillo Department of Public Health

Executive Director
Lee A. Lane

Members-At-Large
Stephen L. Williams
Houston Health and Human Services
Department

* Vacant
Organization to be Determined

Michael Hill
City of El Paso Department of
Public Health

H. Provides failover communications route for disaster recovery
I. On-demand multimedia library where videoconferences and satellite broadcast events are archived and available for later viewing
J. Public health surveillance includes the process of detecting diseases through a standardized information collection system that can insure data quality and get the information to the individuals who can act on it. TALHO surveillance system is structured to deal with routine health threats and epidemic diseases. This approach supports the government's key public health commitment to help LPH departments identify and address health inequalities.
K. Using TALHO's surveillance system assists its members in addressing some of the CDC's 15 public health preparedness capabilities used as the basis for state and local public health preparedness. CDC recognizes a jurisdiction's right to choose the order of the capabilities it decides to pursue based upon their jurisdictional risk assessment, however due to the strong dependencies between certain capabilities CDC advises that jurisdictions ensure they first are able to demonstrate capabilities within the below listed domains:
    - Biosurveillance
    - Community resilience
    - Countermeasures and mitigation
    - Incident management

    TALHO has developed a Volunteer Management System to address the "Incident management" domain.
L. Videoconferencing is available to local health departments, providing an effective method of live communication across long distances

Many more services are available through your membership in TALHO. We are continually working with local health departments to add additional services by request. For more information about the services available from TALHO, contact the TALHO staff at 512-814-2546 or info@talho.org.

Through the difficult 2011 year TALHO has moved forward knowing that the bigger the challenge the greater the opportunity. We thank all our members who have confronted the challenges of the past year and opened up the opportunities we can look forward in 2012! In the meantime, if there are questions you may have or if the TALHO office can provide assistance to you, please do not hesitate to contact us. TALHO staff accepts the challenges so that our members may feel the exhilaration of success. Your feedback is extremely valuable to us and we look forward to your continued participation.

Sincerely,



Lee A. Lane
Executive Director

AI-30815 **6. G.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept.
Requesting authorization for Hidalgo County Health & Human Services Chief Administrative Officer to attend the Executive 1115 Waiver Committee Meetings scheduled for 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-583

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

BUDGETARY IMPACT:

Travel will be encumbered as the year progresses based on scheduled meetings.

Attachments

Meetings

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/27/2012 08:54 AM
Manuel Chapa	Manuel Chapa	01/27/2012 01:47 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mike Escaname Started On: 01/27/2012 08:36 AM

Final Approval Date: 01/31/2012

From: Shanece.Collins@hhsc.state.tx.us
To: Eddie.Olivarez@hchd.org
CC: josie.escalante@hchd.org
Date: Wednesday, January 18, 2012 9:44:37 AM
Subject: EWC Meetings
New EWC Meeting List.xls

Hello

The next Executive Waiver Committee (EWC) Meeting will be on Thursday February 2, 2012; 10:00a-12:00p.

Meeting Location:

Brown Heatly Bldg. 1st Floor-Room 1420
4900 N. Lamar Blvd.
Austin, TX 78751

General Directions

HHSC is located in the Brown Heatly complex on N. Lamar Blvd. between 45th St. and Koenig Lane (also known as 290 and 2222). The main entrance for the Brown Heatly complex is located on Lamar just past the Lamar/Guadalupe split (going south on Lamar). The entrance is clearly marked as 4800 - 4900 N. Lamar Blvd. Visitor's parking is in front of the building or on the 5th and 6th floor of the parking garage. Visitors enter the building at the South Entrance and check in at the Security Station.

Shanece Collins
Administrative Assistant to
Maureen Milligan, Deputy Director
Medicaid/CHIP Quality and Cost Containment
Ph: 512/491-1323
Fax: 512/491-1971
Email: shanece.collins@hhsc.state.tx.us

Executive Waiver Committee Meetings

Date	Time	Location
October 2011		
Thursday October 27, 2011	10:00a- 12:00p	Brown Heatly Room 3501 (42 people capacity)
November 2011		
Thursday November 10, 2011	*10:00a- 12:00p*	*Brown Heatly Room **1430** (30 people capacity)*
December 2011		
Thursday December 8, 2011	10:00a- 12:00p	Brown Heatly Room ~~3501~~ 1420 (40 people capacity)
January 2012		
Thursday January 5, 2012	10:00a- 12:00p	Brown Heatly Room 1420 (40 people capacity)
February 2012		
Thursday February 2, 2012	**10:00a- 12:00p**	**Brown Heatly Room 1420 (40 people capacity)**
March 2012		
Thursday March 1, 2012	10:00a- 12:00p	Brown Heatly Room **1420** (40 people capacity)
April 2012		
Thursday April 26, 2012	10:00a- 12:00p	Brown Heatly Room **1420** (40 people capacity)
May 2012		
Thursday May 3, 2012	10:00a- 12:00p	Brown Heatly Room **1420** (40 people capacity)
June 2012		
Thursday June 7, 2012	10:00a- 12:00p	Brown Heatly Room **1420** (40 people capacity)
July 2012		
Thursday July 5 , 2012	10:00a- 12:00p	Brown Heatly Room **1420** (40 people capacity)
August 2012		
Thursday August 2, 2012	10:00a- 12:00p	Brown Heatly Room **1420** (40 people capacity)
September 2012		

Thursday September 6, 2012	10:00a- 12:00p	Brown Heatly Room **1420** (40 people capacity)
October 2012		
Thursday October 4, 2012	10:00a- 12:00p	Brown Heatly Room **1420** (40 people capacity)
November 2012		
Thursday November 1, 2012	10:00a- 12:00p	Brown Heatly Room **1420** (40 people capacity)
December 2012		
Thursday December 6, 2012	10:00a- 12:00p	Brown Heatly Room **1420** (40 people capacity)

Executive Waiver Committee

Member Names	Representing	Email	Phone	Alternative Contact
Patrick Carrier	Catholic Hospital Association	patrick.Carrier@christushealth.org		
Bryan Sperry	Children's Hospital Association of Texas (CHAT)	bryansperry@childhealthtx.org	(512) 320-0910	Robin Butler-robinbutler@childhealthtx.org
David Lopez	Harris County Hospital District	david_lopez@hchd.tmc.edu	(713) 566-6410	Deal Newberry-deal_newberry@hchd.tmc.edu
Robert Earley	JPS Health Network	rearley@jpshealth.org	(817) 927-1230 Cell: (817) 676-7974	Suzanne Suarez-ssuarez@jpshealth.org
Ron Anderson	Parkland Hospital & Health System	RON.ANDERSON@phhs.org rander@parknet.pmh.org	(214) 590-8078	Deborah Stoutimore-Deborah.stoutimore@phhs.org
John Guest	Teaching Hospitals of Texas (THOT)	john@thotonline.org	(512) 476-1497	
Rick Thompson	Texas Association of Counties	rickt@county.org	(512)478-8753	
Larry Tonn	Texas Association of Voluntary Hospitals (TAVH)	tonn@austin.rr.com	(512) 494-9282	
Mike Spivey	Texas Coalition of Transferring Hospitals (TCTH)	mike@spiveyhealthlaw.com	(202) 285-3948	
John Hawkins	Texas Hospital Association (THA)	jhawkins@tha.org		
David Huffstutler	Texas Hospital Association (private -St. David's Healthcare)	David.huffstutler@stdavids.com	(512) 482-4112	Daphne Brown-daphne.brown@stdavids.com
David Pearson	Texas Organization of Rural & Community Hospitals (TORCH)	dpearson@torchnet.org	(512) 873-0045	Gina Richardson-grichardson@torchnet.org
George Hernandez	University Health System	george.hernandez@uhs-sa.com	(210) 358-2000	Sandra Garcia-sandra.garcia@uhs-sa.com
Kirk Calhoun	UT System	kirk.calhoun@uthct.edu	(903) 877-7750	Debbie Lambright-debbie.lambright@uthct.edu
Brent King	UT Health Science Center in Houston	Brent.King@uth.tmc.edu.	(713)500-7863	
Dr. John Holcomb	Texas Medical Association (TMA)	jholcomb@dxrg.com johnholcomb@satx.rr.com		Helen.Davis@texmed.org
Jim Allison	County Judges & Commissioner Assc. Of TX (CJCAT)	j.allison@allison-bass.com		
Dr. Craig H. Blakely	Texas A&M Health Science Center	blakely@srph.tamhsc.edu	(979) 862-2419	
Eddie Olivarez	Texas Association of Local Health Officials (TALHO)	eddie.olivarez@hchd.org	(956) 383-8858 office; (956) 457-1772 Cell	josie.escalante@hchd.org
Observers				
Kathy Eckstein	Children's Hospital Association of Texas (CHAT)	kathyeckstein@childhealthtx.org		
Israel Rocha	Hospital Coalition of South Texas			
David Salsberry	JPS Health Network	DSalsberry@jpshealth.org	(817) 927-1230	Suzanne Suarez-ssuarez@jpshealth.org

Member Names	Representing	Email	Phone	Alternative Contact
John Berta	Texas Hospital Association (THA)	jberta@tha.org	(512) 465-1556	
Steve Svadlenak	Texas Organization of Rural & Community Hospitals (TORCH)	stevesvad@gmail.com		
Brandon Durbin	Texas Organization of Rural & Community Hospitals (TORCH)	brandon@durbinco.com	(806) 791-1591	
Rick Peters	THOT (Requested By John Guest)			
Chris Yanas	THOT (Requested By John Guest)			
John Dragovits	Parkland Hospital & Health System	JOHN.DRAGOVITS@phhs.org		
Helen Kent Davis	Texas Medical Association	helen.Davis@texmed.org		
Gov't				
Jamie Dudensing	Office of the Lieutenant Governor	Jamie.dudensing@ltgov.state.tx.us	(512)463-4980	
Nelda Hunter	House Appropriations Committee	nelda.hunter_hc@house.state.tx.us		
Bradley Westmoreland	Rep. Zerwas	brad.westmoreland@house.state.tx.us		
Jennifer Deegan	Speaker's Office	jennifer.deegan@speaker.state.tx.us		
Shannon Ghangurde	Senate Health and Human Services Commission	Shannon.ghangurde@senate.state.tx.us		
Katherine Yoder	Governor's Office	Katherine.yoder@governor.state.tx.us		
Brittani Bilse	Senate Finance Committee	Brittani.Bilse_SC@senate.state.tx.us		
Bryan Law	Rep Kolkhorst's office	bryan.law_hc@house.state.tx.us	(512) 463-0806	
Juliana Kerker	Rep Coleman's Office	juliana.kerker@house.state.tx.us		
Revlynn Lawson	Rep Coleman's Office	revlynn.lawson_hc@house.state.tx.us		
HHSC				
Billy Millwee	HHSC - Medicaid/CHIP			
Maureen Milligan	HHSC - Quality and Cost Containment (QCC)	maureen.milligan@hhsc.state.tx.us	(512) 491-1328	
Melissa Guthrie	HHSC - Economic Analysis	melissa.guthrie@hhsc.state.tx.us	(512) 424-6967	
Linda Huynh	HHSC - QCC	Linda.Huynh@hhsc.state.tx.us	(512) 491-1197	
Monica Leo	HHSC - Legal	Monica.leo@hhsc.state.tx.us	(512) 424-6558	
Pam McDonald	HHSC - Rate Analysis	pam.mcdonald@hhsc.state.tx.us	(512) 491-1373	
Chris Dockal	HHSC- Rate Analysis	chris.dockal@hhsc.state.tx.us	(512) 491-1467	
~~Dimitria Pope~~	~~HHSC - QCC~~	~~dimitria.pope@hhsc.state.tx.us~~	~~(512) 491-1135~~	
~~Carolyn Pratt~~	~~HHSC - Rate Analysis~~	~~carolyn.pratt@hhsc.state.tx.us~~	~~(512) 491-1359~~	
Bill Rago	HHSC - Economic Analysis	bill.rago@hhsc.state.tx.us	(512) 424-6933	
~~Suzanna Rickard~~	~~HHSC - Legal~~	~~suzanna.rickard@hhsc.state.tx.us~~	~~(512) 424-6863~~	
Gary Young	HHSC - Managed Care Operations	gary.young@hhsc.state.tx.us	(512) 491-1321	
Kendra Sippel-Theodore	HHSC- External Relations	kendra.sippel-theodore@hhsc.state.tx.us	(512) 424-6982	
~~Erica Stick~~	~~HHSC- External Relations~~	~~erica.stick@hhsc.state.tx.us~~	~~(512) 487-3334~~	
HMA				
Jim Frizzera	Health Management Associates (HMA)	jfrizzera@healthmanagement.com		
Lillian Spuria	Health Management Associates (HMA)	lspuria@healthmanagement.com		

Member Names	Representing	Email	Phone	Alternative Contact
Theresa Sachs	Health Management Associates (HMA)	tsachs@healthmanagment.com		

AI-30811 **6. H.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept.:
Requesting authorization for Hidalgo County Health & Human Services Chief Administrative Officer to attend a meeting pertaining to the 1115 Waiver in Laredo, Texas from February 12, 2012 to February 13, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-583

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

BUDGETARY IMPACT:

Amount available for requisition# 210142 as of 1-27-12 $277.70

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/27/2012 08:05 AM
Manuel Chapa	Manuel Chapa	01/27/2012 02:41 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mike Escaname Started On: 01/26/2012 04:10 PM

Final Approval Date: 01/31/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 01/26/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Health & Human Services
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Eduardo Olivarez

EVENT INFORMATION

TITLE OF EVENT:	1115 Waiver Presentation for Web County and Meet with Billy Millwee, DSHSC		
EVENT DATE(S) FROM:	02/12/12	TO:	02/13/12
DEPARTURE DATE:	02/12/12	RETURN DATE:	02/13/12
LOCATION OF EVENT: CITY:	Laredo	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.
- 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.

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 obtain TB updates

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	$ 80.00	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING		
10. LODGING	$ 119.70	
11. MEALS	$ 78.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 277.70	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 277.70	$

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.
- x 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.:
[signature]	1/26/12	[signature]	3836221

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:

Requisition

Req # 00210142

PO #

Date: 01/26/12

Bill To: x
x

Vendor : 296597
OLIVAREZ, EDUARDO
C/O HEALTH DEPT.

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

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	NGT	LODGING: LA POSADA HOTEL, LAREDO, TEXAS CONFIRMATION NUMBER 10B8J5 RATES: $119.70 PER NIGHT	119.70	119.70
2.00	DAY	PER DIEM 2/12-13/2012	39.00	78.00
1.00	EACH	FUE FOR COUNTY VEHICHLE	80.00	80.00
		Account No	Encumbrance	
		2-1100-441-00-340-001-0-583	277.70	
			Freight	.00
			Total	277.70
		MEETING: 1115 WAIVER PRESENTATION FOR WEB COUNTY AND MEET WITH BILLY MILLWEE, DSHS LOCATION: LA POSADA, LAREDO, TEXAS DATES: 2/12-13/2012		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Subject: Fw: 1115 Waiver
From: eddie.olivarez@hchd.org
Date: Thu, 26 Jan 2012 20:04:04 +0000
To: "Josie Escalante" <josie.escalante@hchd.org>

FYI
Sent on the Sprint® Now Network from my BlackBerry®

From: Frank Salinas <fsalinas@webbcountytx.gov>
Date: Thu, 26 Jan 2012 13:30:12 -0600
To: eddie.olivarez@hchd.org<eddie.olivarez@hchd.org>
Subject: FW: 1115 Waiver

Eddie is you are planning on coming in the day before the meeting of Feb. 13, 2012 please join us for supper at La Posada at 6:00pm. The Commissioners' Court meeting starts at 9:00am.

From: Frank Salinas
Sent: Thursday, January 26, 2012 1:05 PM
To: Judge Danny Valdez; Jerry Garza
Cc: Leroy R. Medford
Subject: 1115 Waiver

Billy Millwee, Deputy Executive Commissioner with the Health & Human Services Commission, asked me to put together a supper meeting on Sunday, February 12, 2012, with Elmo Lopez and Tim Schmidt. They have both agreed to be there, Rick Thompson from TAC will also be attending. Do you all want to attend? Mr. Millwee thinks it would be great if you all could join us.

Leroy please add Rick Thompson, Legislative Liaisons with the Texas Association of Counties (TAC) and Eddie Olivarez, Director of the Hidalgo County Health Department, to the Agenda item with Bill Millwee on the presentation of the 1115 Waiver on February 13, 2012.

If you have any questions please call me.

Frank

Frank X. Salinas
Director
Webb County Indigent Health Care Services
1620 Santa Ursula Ave
PO Box 1234
Laredo, Texas 78040
956-523-4747 Office
956-721-2314 Fax
fsalinas@webbcountytx.gov

AI-30933 **7. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, and action exempting from the Hidalgo County Classification & Compensation Pay Plan and policies, to include exemption from the grade and step salary schedule, the job classification system, job title and descriptions and assigned pay grade, the following:

- District Attorney's Office
- County Clerk's Office
- Tax Assessor/Collector's Office

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/03/2012 03:12 PM
Sylvia Solis	Sylvia Solis	02/03/2012 04:40 PM
Budget & Management	Merlen P. Munoz	02/03/2012 03:12 PM
Sylvia Solis	Sylvia Solis	02/03/2012 04:40 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 02/03/2012 02:25 PM

AI-30850 **8. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Co. Judge **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Judge (1100):
1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Budgeted Salary
Delete	0030	Economic Development Planner II	$63,000.00
Delete	0034	Administrative Aide II	$35,000.00
Create	0035	Director, Economic Development	$68,000.00
Create	0036	Clerk II	$21,653.00

2. Approval of auto allowance for slot no. 0032, vacant Economic Development Planner I position in the amount of $4,000.00.
3. Approval of auto allowance for slot no. 0035, vacant Director, Economic Development position in the amount of $4,000.00.
4. Approval of intradepartmental transfer.
5. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

Funding for proposed Auto Allowance available from the deletion of Economic Development Planner II & Administrative Aide II positions, pending approval of intradepartmental transfer.

Attachments

PARs & Auto Allowance forms
job descriptions
LIT
Fiscal Note
Revised salary schedule
Salary Analysis

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	02/01/2012 05:00 PM

Budget & Management	Merlen P. Munoz	02/02/2012 07:57 AM
Rosalinda Cantu	Rosie Cantu	02/03/2012 05:01 PM
Sylvia Solis (Originator)	Sylvia Solis	02/01/2012 05:00 PM
Budget & Management	Merlen P. Munoz	02/02/2012 07:57 AM
Rosalinda Cantu	Rosie Cantu	02/03/2012 05:01 PM
Auditor's Office		
Purchasing Department		

Form Started By: Sylvia Solis Started On: 01/31/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY JUDGE (110-006) DATE: 1/27/2012

CURRENT POSITION TITLE: ECONOMIC DEVELOPMENT PLANNER II CURRENT SLOT #: 0030

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 63,000.00	$ 0.00	$ (63,000.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] 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 Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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 NOT NEEDED.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-30-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	1/30/2012 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/30/12 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY JUDGE (110-006) DATE: 1/27/2012

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0035

REQUESTED POSITION TITLE: DIRECTOR, ECONOMIC DEVELOPMENT

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD AUTO ALLOWANCE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 68,000.00	$ 68,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Auto Allowance Amount:

$ 0.00	$ 4,000.00	$ 4,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] 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 Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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 IS A COUNTYWIDE POSITION WHIS IS BEING CREATED TO EXPAND AND BETTER SERVE THE CITIES WITHIN THE COUNTY. THIS POSITION WILL REQUIRE TO A ESTABLISH A COUNTY-WIDE COMMITTEE REPRESENTATIVE OF ELECTED OFFICIALS AND DEVELOP AND MAINTAIN A PLAN FOR ECONOMIC DEVELOPMENT.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-30-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	1/30/2012 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/30/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY JUDGE (110-006) DATE: 1/27/2012

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0032

REQUESTED POSITION TITLE: ECONOMIC DEVELOPMENT PLANNER I

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD AUTO ALLOWANCE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 4,000.00	$ 4,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] 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 Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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)

Allowance needed for employee to attend various meetings within the county with cities, edc's, chamber of commerces, and potential investors.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-30-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	1/30/2012 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/30/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY JUDGE (110-006) DATE: 1/27/2012

CURRENT POSITION TITLE: ADMINISTRATIVE AIDE II CURRENT SLOT #: 0034

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 35,000.00	$ 0.00	$ (35,000.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] 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 Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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 NOT NEEDED

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-30-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X YES		NO
2.	HUMAN RESOURCES DIRECTOR	1/30/2012 Date	PERSONNEL PROCEDURES COMPLETED	✓ YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/30/2012 Date	BUDGET PROCEDURES COMPLETED	✓ YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY JUDGE (110-006) DATE: 1/27/2012

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0036

REQUESTED POSITION TITLE: CLERK II

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:

$ 0.00 Current G&S/ Budgeted Salary $ 21,653.00 Proposed G&S/ Budgeted Salary $ 21,653.00 Net Change

Position to be funded from one of the following:

[X] 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 Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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)

CLERICAL POSITION IS STILL NEEDED IN THE OFFICE AT AN ENTRY FULL-TIME LEVEL.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-30-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	1/30/2012 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/30/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

Hidalgo County, Texas
Auto Allowance Authorization Form

Department Name/Number: COUNTY JUDGES (110-006) Date: 1/27/2012

Position Title: ECONOMIC DEVELOPMENT PLANNER I Position Slot No. : 110-006-0032

Position Status: ☑ Vacant ☐ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: _____ Employee Number: _____

Employee Driver License No.: _____

Auto Allowance Amount Request $4,000.00

Auto Allowance to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Required Additional Funds ☐ Other

VEHICLE INFORMATION

Year, Make, & Model: _____ Ins. Policy Number: _____

VIN Registration No. : _____ Policy Holder's Name: _____

License Plate No. : _____ Ins. Coverage Date: _____

*Vehicle Insurance Provider: _____ Ins. Verified By: _____

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Allowance needed for employee to attend various meetings within the county with cities, edc's, chamber of commerces, and potential investors. Estimated miles travel = 125/ 150 miles per week.

Employee Signature **Date**

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

Department Head/Elected Official 1-30-12 Date

Funding Available in Dept. Budget ☑ YES ☐ NO

DBM XXX
Revised: April 2011

Hidalgo County, Texas
Auto Allowance Authorization Form

Department Name/Number: COUNTY JUDGES (110-006) Date: 1/27/2012

Position Title: DIRECTOR, ECONOMIC DEVELOPMENT Position Slot No. : 110-006-0035

Position Status: ☑ Vacant ☐ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: _____ Employee Number: _____

Employee Driver License No.: _____

Auto Allowance Amount Request $4,000.00

Auto Allowance to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Required Additional Funds ☐ Other

VEHICLE INFORMATION

Year, Make, & Model: _____ Ins. Policy Number: _____

VIN Registration No. : _____ Policy Holder's Name: _____

License Plate No. : _____ Ins. Coverage Date: _____

*Vehicle Insurance Provider: _____ Ins. Verified By: _____

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Allowance needed for employee to attend various meetings within the county with cities, edc's, chamber of commerces, and potential investors. Estimated miles travel = 125/ 150 miles per week.

_____ _____

Employee Signature **Date**

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

Department Head/Elected Official 1-30-12 Date Funding Available in Dept. Budget ☑ YES ☐ NO

DBM XXX
Revised: April 2011

ECONOMIC DEVELOPMENT PLANNER II

GENERAL DESCRIPTION

Performs complex economics work. Work involves conducting economic studies and analyses and collecting economic information. Obtains planning, data, and policy analysis and community organizing around issues of Regional Economic Development that will guide the formulation of a Countywide Comprehensive Economic Development Strategy. Position will build on workforce development; the attraction of and assistance to domestic and international businesses; development of public facilities and infrastructure; small business development initiatives; and/or other economic development, redevelopment or capital improvement programs or projects. Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Collecting and maintaining information on current and projected changes in economic activity

Prepares economic and demographic statistics for analysis

Coordinates the planning and development of new programs and project initiatives, particularly those related to district goals such as economic development

Makes statistical computations on economic and demographic indicators for specified economic areas

Works with local governments in their planning and development efforts, including development of projects, identification of funding sources, assistance in preparing applications for said funding sources, and tracking projects to completion

Conducts economic impact analyses, applying mathematical models and statistical techniques

Assists with the planning, organizing, and coordinating of economic programs and activities

May develop and conduct presentations

Collects, organizes, and analyzes data required in the development of plans or programs

Develops ways in which related programs can be integrated for efficiency, and innovative mechanisms can be developed for enhanced program, division and district effectiveness

Participates in technical, policy, and interagency planning meetings

Reviews and evaluates planning material for contractual compliance

Assists in developing procedures for implementing plans or programs and for measuring progress

Prepares reports

Researches federal and state regulations

Consults and communicates with other departments, agencies, and civic groups

Develop and maintain a comprehensive list of economic development organizations/associations

Develop and conduct community and business surveys

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in planning, economic research, analysis work, or related experience. Graduation from an accredited four year college or university with a Bachelor's in Business or Public Administration, Economics, or related field. Master's Degree in Business Administration or Public Administration preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of economic principles, techniques, and procedures

Knowledge of government organization and administration; and of principles, objectives, and procedures of governmental planning and programming

Skill in performing statistical computations

Ability to prepare and analyze statistics and other economics data, to prepare reports, and to train others

Demonstrated policy, planning and analysis experience

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

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

HIDALGO COUNTY
COUNTY JUDGE'S OFFICE

Job Title:	**Administrative Aide II**	**FLSA Status:**	**Non-Exempt**
Dept. Code: 110-006		**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Performs multiple tasks for the staff of the County Judge's office and provides assistance to the Chief Administrator and support to the administrative assistants. This position reports to an elected official and department head. Must be capable of completing detailed paperwork and be able to assist the administrative aides with their respective projects at the same time. Must be able to perform all other duties directed by the County Judge or by the Chief Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- May prepare agendas, materials, related thereto and see that all legal requirements are met;
- May be responsible for following up on action of a court, committee or assigned group to ensure that decisions are implemented, contracts are prepared and appropriate parties are notified;
- Responsible for establishing and maintaining official documents and records in appropriate files;
- May be asked to attend some meetings to take notes or furnish information;
- May receive visits or calls regarding complaints which may be resolved or referred to proper person for resolution;
- Should maintain a professional appearance and business attire;
- Should maintain confidentiality with private matters of the County Judge's office;
- Assists office staff as requested or assigned;
- Regular attendance is a must;
- Ability to work well with others;
- Other duties as assigned;

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE:

- Bachelor's degree and a minimum of two years administrative or governmental experience preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES:

- Ability to read, interprets, and accepts documents such as safety rules, operating and maintenance instructions, and procedure manuals;
- Ability to complete reports and answer routing correspondence;
- Ability to apply common sense understanding and direct staff in written, oral, or diagram form;
- Ability to supervise and communicate effectively with staff and the public;
- Ability to deal with problems involving several concrete variables in standardized situations;
- Employee may be assigned other duties in addition to those listed; duties may change according to changing needs of the County;
- Must have knowledge of computers and spreadsheets;

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;

- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

DIRECTOR, ECONOMIC DEVELOPMENT

GENERAL DESCRIPTION

Performs complex economics work. Work involves conducting economic studies and analyses and collecting economic information. Obtains planning, data, and policy analysis and community organizing around issues of Regional Economic Development that will guide the formulation of a Countywide Comprehensive Economic Development Strategy. Position will build on workforce development; the attraction of and assistance to domestic and international businesses; development of public facilities and infrastructure; small business development initiatives; and/or other economic development, redevelopment or capital improvement programs or projects. Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Collecting and maintaining information on current and projected changes in economic activity

Prepares economic and demographic statistics for analysis

Coordinates the planning and development of new programs and project initiatives, particularly those related to district goals such as economic development

Makes statistical computations on economic and demographic indicators for specified economic areas

Works with local governments in their planning and development efforts, including development of projects, identification of funding sources, assistance in preparing applications for said funding sources, and tracking projects to completion

Conducts economic impact analyses, applying mathematical models and statistical techniques

Assists with the planning, organizing, and coordinating of economic programs and activities

May develop and conduct presentations

Collects, organizes, and analyzes data required in the development of plans or programs

Develops ways in which related programs can be integrated for efficiency, and innovative mechanisms can be developed for enhanced program, division and district effectiveness

Participates in technical, policy, and interagency planning meetings

Reviews and evaluates planning material for contractual compliance

Assists in developing procedures for implementing plans or programs and for measuring progress

Prepares reports

Researches federal and state regulations

Consults and communicates with other departments, agencies, and civic groups

Develop and maintain a comprehensive list of economic development organizations/associations

Develop and conduct community and business surveys

May train others

Travel may be required

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in planning, economic research, analysis work, or related experience. Graduation from an accredited four year college or university with a Bachelor's in Business or Public Administration, Economics, or related field. Master's Degree in Business Administration or Public Administration required. Experience and education may be substituted for one another.

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 of economic principles, techniques, and procedures

Knowledge of government organization and administration; and of principles, objectives, and procedures of governmental planning and programming

Skill in performing statistical computations

Ability to prepare and analyze statistics and other economics data, to prepare reports, and to train others

Demonstrated policy, planning and analysis experience

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

ECONOMIC DEVELOPMENT PLANNER I

GENERAL DESCRIPTION

Performs (entry-level) economics work. Work involves conducting economic studies and analyses and collecting economic information. Assist in obtaining planning, data, and policy analysis and community organizing around issues of Regional Economic Development that will guide the formulation of a Countywide Comprehensive Economic Development Strategy. Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Assists in collecting and maintaining information on current and projected changes in economic activity

Prepares economic and demographic statistics for analysis

Makes statistical computations on economic and demographic indicators for specified economic areas

Conducts studies, deduces facts to findings, makes recommendations, and prepares reports

Conducts economic impact analyses, applying mathematical models and statistical techniques

Assists with the planning, organizing, and coordinating of economic programs and activities

May develop and conduct presentations

Collects, organizes, and analyzes data required in the development of plans or programs

Participates in technical, policy, and interagency planning meetings

Reviews and evaluates planning material for contractual compliance

Assists in developing procedures for implementing plans or programs and for measuring progress

Assists with preparing and monitoring performance measures

Prepares reports

Researches federal and state regulations

Consults and communicates with other departments, agencies, and civic groups

Conduct Strengths, Weakness, Opportunities, and Threats Analysis

Develop and maintain a comprehensive list of economic development organizations/associations

Develop and conduct community and business surveys

May train others

Travel may be required

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years experience in planning, economic research, analysis work, or related experience. Graduation from an accredited four year college or university with a Bachelor's in Business or Public Administration, Economics, or related field. Master's Degree in Business Administration or Public Administration preferred. Experience and education may be substituted for one another.

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 of economic principles, techniques, and procedures

Knowledge of government organization and administration; and of principles, objectives, and procedures of governmental planning and programming

Skill in performing statistical computations

Ability to prepare and analyze statistics and other economics data, to prepare reports, and to train others

Demonstrated policy, planning and analysis experience

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

DATE: January 31, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Judge

ACCOUNT NUMBER: 2-1100-413-00-110-006-0-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
113	REG F/T EMPLOYEES	118	AUTO ALLOWANCE	7,203.07
			TOTAL	7,203.07

REASON:

Intradepartmental Transfer to fund the prorated auto allowance expenditures for one (1) Economic Development Planner I position and one (1) Director, Economic Development position, in the amount of $4,000.00/each.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

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: 30850

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, February 07, 2012

Summary of request/proposal:
COUNTY JUDGE (1100):
Approval of the following personnel actions:

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1100	ECONOMIC DEVELOPMENT PLANNER II	0030	113			63,000.00			0.00	(63,000.00)
1100	ADMINISTRATIVE AIDE II	0034	113			35,000.00			0.00	(35,000.00)
1100	DIRECTOR, ECONOMIC DEVELOPMENT	0035	113			0.00			68,000.00	68,000.00
1100	CLERK II	0036	113			0.00			21,653.00	21,653.00
			TOTAL:			98,000.00			89,653.00	(8,347.00)

1100	ECONOMIC DEVELOPMENT PLANNER I	0032	118			0.00			4,000.00	4,000.00
1100	DIRECTOR, ECONOMIC DEVELOPMENT	0035	118			0.00			4,000.00	4,000.00
			TOTAL AUTO ALLOWANCE:			0.00			8,000.00	8,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT)		AMOUNT
2-1100-413-00-110-006-0- 113	COUNTY JUDGE -	REG F/T EMPLOYEES	($7,515.50)
2-1100-413-00-110-006-0- 118	COUNTY JUDGE -	AUTO ALLOWANCE	$7,203.07
2-1100-413-00-110-006-0- 211	COUNTY JUDGE -	HEALTH INSURANCE	$0.00
2-1100-413-00-110-006-0- 212	COUNTY JUDGE -	LIFE INSURANCE	$0.00
2-1100-413-00-110-006-0- 220	COUNTY JUDGE -	FICA	($23.91)
2-1100-413-00-110-006-0- 230	COUNTY JUDGE -	RETIREMENT	($31.09)
2-1100-413-00-110-006-0- 250	COUNTY JUDGE -	UNEMPLOYMENT COMP	($1.56)
2-1100-413-00-110-006-0- 260	COUNTY JUDGE -	WORKER'S COMP	$0.00
		2012 BUDGETARY IMPACT:	($368.99)

2013 Budgetary Impact: ($409.81)

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-413-00-110-006-0

AI- 30850

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY JUDGE				$114,660.00	$114,660.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$122,660.00
0002	113	CHIEF ADMIN				$81,440.00	$81,440.00	$0.00	$0.00	$0.00	$5,400.00	$0.00	$86,840.00
0003	113	ASSISTANT CHIEF ADMINISTRATOR				$68,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,000.00
0007	113	EXECUTIVE ASSISTANT III				$60,000.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,000.00
0011	113	EXECUTIVE ASST				$48,657.00	$48,657.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,657.00
0012	113	ADMINISTRATIVE ASSISTANT				$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0018	113	ADMINISTRATIVE AIDE II				$45,046.00	$45,046.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,046.00
0024	113	ADMINISTRATIVE ASSISTANT				$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,000.00
0028	113	EXECUTIVE ASSISTANT III			$0.00	$58,000.00	$58,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,000.00
0029	113	ADMINISTRATIVE ASSISTANT III			$0.00	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,000.00
~~0030~~	~~113~~	**DELETE THE FOLLOWING:** ~~**ECONOMIC DEVELOPMENT PLANNER II**~~			~~$0.00~~	~~$63,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0031	113	EXECUTIVE ASSISTANT II			$0.00	$50,000.00	$50,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$50,540.00
0032	**113**	**AUTHORIZE AUTO ALLOWANCE TO THE FOLLOWING:** **ECONOMIC DEVELOPMENT PLANNER I**			**$0.00**	**$50,487.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,000.00** ~~**$0.00**~~	**$0.00**	**$0.00**
0033	114	ADMINISTRATIVE AIDE II			$0.00	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,000.00
~~0034~~	~~113~~	**DELETE THE FOLLOWING:** ~~**ADMINISTRATIVE AIDE II**~~			~~$0.00~~	~~$35,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0035	**113**	**CREATE & AUTHORIZE AUTO ALLOWANCE TO THE FOLLOWING:** **DIRECTOR, ECONOMIC DEVELOPMENT**			**$68,000.00**	**$68,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,000.00** ~~**$0.00**~~	**$0.00**	**$0.00**
0036	**113**	**CREATE THE FOLLOWING:** **CLERK II**			**$21,653.00**	**$21,653.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$89,653.00	$817,943.00	$674,803.00	$0.00	$0.00	$0.00	$13,400.00	$30,850.00	$510,203.00

Approval of the above highlighted actions. Pending CC approval.

HIDALGO COUNTY

Department Of Budget & Management

COUNTY JUDGE

SALARY ANALYSIS

F/T EMPLOYEES - ACTUAL SALARY SCHEDULE			676,630.00
DELETE	ECONOMIC DEVELOPMENT PLANNER II	0030	(63,000.00)
DELETE	ADMINISTRATIVE AIDE II	0034	(35,000.00)
CREATE	DIRECTOR, ECONOMIC DEVELOPMENT	0035	68,000.00
CREATE	CLERK II	0036	21,653.00
		TOTAL:	668,283.00
ADOPTED 2012 BUDGET			676,630.00
		TOTAL F/T EMPLOYEES SURPLUS/ (DEFICIT)	**8,347.00**

AUTO ALLOWANCE - ACTUAL SALARY SCHEDULE			13,400.00
CREATE	ECONOMIC DEVELOPMENT PLANNER I	0032	4,000.00
CREATE	DIRECTOR, ECONOMIC DEVELOPMENT	0035	4,000.00
		TOTAL:	21,400.00
ADOPTED 2012 BUDGET			13,400.00
		TOTAL AUTO ALLOWANCE SURPLUS/ (DEFICIT)	**(8,000.00)**

TOTAL COST SAVINGS:	**347.00**

AI-30931 **9. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

93rd District Court (1100):
1. Approval to transfer interpreter pay allowance in the amount of $2,000.00 from slot no. 0004, Assistant Court Coordinator, to slot no. 0002, Court Coordinator position and pay the allowance to employee no. 023302.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2- 1100-412-00-002-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

fiscal note
PAR
Job Description
revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/03/2012 01:08 PM
Sylvia Solis	Sylvia Solis	02/03/2012 03:20 PM
Rosalinda Cantu	Rosie Cantu	02/03/2012 04:33 PM
Budget & Management	Merlen P. Munoz	02/03/2012 01:08 PM
Sylvia Solis	Sylvia Solis	02/03/2012 03:20 PM
Rosalinda Cantu	Rosie Cantu	02/03/2012 04:33 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 02/03/2012 12:51 PM

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, February 07, 2012 **Agenda Item:** 30931

Summary of request/proposal:
93RD DISTRICT COURT (1100):
Approval to transfer interpreter pay allowance in the amount of $2,000.00 from slot no. 0004, Assistant Court Coordinator, to slot no. 0002, Court Coordinator, position and pay the allowance to employee no. 023302.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	COURT COORDINATOR	0002	116	0.00	2,000.00	2,000.00
1100	ASSISTANT COURT COORDINATOR	0004	116	2,000.00	0.00	(2,000.00)
				2,000.00	2,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-412-00-002-001-0- 113	93RD DC - REG F/T EMPLOYEES	$0.00
2-1100-412-00-002-001-0- 116	93RD DC - INTERPRETER PAY	$0.00
2-1100-412-00-002-001-0- 211	93RD DC - HEALTH INSURANCE	$0.00
2-1100-412-00-002-001-0- 212	93RD DC - LIFE INSURANCE	$0.00
2-1100-412-00-002-001-0- 220	93RD DC - FICA	$0.00
2-1100-412-00-002-001-0- 230	93RD DC - RETIREMENT	$0.00
2-1100-412-00-002-001-0- 250	93RD DC - UNEMPLOYMENT COMP	$0.00
2-1100-412-00-002-001-0- 260	93RD DC - WORKER'S COMP	$0.00
	2012 Budgetary Impact	$0.00

2013 Budgetary Impact: **$0.00**

Possible Funding Sources: **NO BUDGETARY IMPACT**

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 93rd District Court (1100) DATE: 2/3/2012

CURRENT POSITION TITLE: Court Coordinator CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: Court Coordinator

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Transfer INTERPRETER PAY ALLOW. from slot. 0021

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 2,000.00 Proposed G&S/ Budgeted Salary $ 2,000.00 Net Change

Position to be funded from one of the following:

[X] 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 Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

Employee in current position will assist with interpreter pay duties.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	2/3/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2. HUMAN RESOURCES DIRECTOR	02-03-12 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3. DEPARTMENT OF BUDGET & MANAGEMENT	2/3/12 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4. COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
DISTRICT COURT

Job Title: Court Coordinator **FLSA Status:** Exempt

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

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

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

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

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

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

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

CERTIFICATES, LICENSES, REGISTRATIONS:
- None

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

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

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

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

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

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

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

Maintain mental capacity, which permits:

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

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-002-001-0

AI - 30931

93RD DISTRICT COURT

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	$76,440.00	$0.00	$76,440.00	0	$0.00	$0.00	$76,440.00	$76,440.00	$960.00	$0.00	$0.00	$0.00	$0.00	$77,400.00
		ADD INTERPRETER PAY ALLOWANCE →										**$2,000.00**				
0002	113	COURT COORDINATOR	$68,874.00	$0.00	$68,874.00	0	$0.00	$0.00	$68,874.00	$68,874.00	$600.00	~~$0.00~~	$3,000.00	$0.00	$0.00	$72,474.00
0003	113	BAILIFF/INTERP	$40,870.00	$0.00	$40,870.00	0	$0.00	$0.00	$40,870.00	$40,870.00	$0.00	$4,000.00	$0.00	$0.00	$0.00	$44,870.00
		REMOVE INTERPRETER PAY ALLOWANCE →										**$0.00**				
0004	113	ASST CRT COOR	$39,416.00	$0.00	$39,416.00	0	$0.00	$0.00	$39,416.00	$37,490.00	$0.00	~~$2,000.00~~	$0.00	$0.00	$0.00	$37,490.00
0005	111	DISTRICT JUDGE	$15,000.00	$0.00	$15,000.00	0	$0.00	$0.00	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$25,373.00
			$240,600.00	$0.00	$240,600.00		$0.00	$0.00	$240,600.00	$238,674.00	$1,560.00	$6,000.00	$3,000.00	$10,373.00	$0.00	$257,607.00

Approval to transfer interpreter pay allowance in the amount of $2,000.00 from slot no. 0004, Assistant Court Coordinator, to slot no. 0002, Court Coordinator, position and pay the allowance to employee no. 023302. Personnel actions pending CC approval.

AI-30699 **10. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: District Attorney **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Commissioners (1100)/ DA CIVIL LITIGATION (1100):
1. Approval to transfer the following positions, effective upon Commissioners' Court approval:

CURRENT				PROPOSED			
Department/ Program	**Position Title**	**Slot No.**	**Grade**	**Department/ Program**	**Position Title**	**Slot No.**	**Grade**
Co Commissioners (125-004)	Attorney V	0006	20	DA- Civil Litigation (080-00X)	Attorney V	0001	20
Co Commissioners (125-004)	Attorney IV	0007	18	DA- Civil Litigation (080-00X)	Attorney IV	0002	18
Co Commissioners (125-004)	Attorney IV	0008	18	DA- Civil Litigation (080-00X)	Attorney IV	0003	18

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-ACCOUNT

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

BUDGETARY IMPACT:

Funds available from transferred positions. See attached interdepartmental transfer.

Attachments

fiscal note
transfer
salary schedule- DA Civil Litigation
salary schedule- Co Comm

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	01/23/2012 08:56 AM
Rosalinda Cantu (Originator)	Rosie Cantu	02/03/2012 03:54 PM
Budget & Management	Merlen P. Munoz	02/03/2012 04:01 PM
Rosalinda Cantu (Originator)	Rosie Cantu	02/03/2012 03:54 PM
Budget & Management	Merlen P. Munoz	02/03/2012 04:01 PM
Sylvia Solis		

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: 30699

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, February 07, 2012

Summary of request/proposal:
Co Commissioners (1100)/ DA CIVIL LITIGATION (1100):
Approval to transfer the following vacant positions, effective upon Commssioners Court approval:

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1100	ATTORNEY V	0006	113	20	1	80,117.00	-	-	0.00	(80,117.00)
1100	ATTORNEY IV	0007	113	18	1	68,687.00	-	-	0.00	(68,687.00)
1100	ATTORNEY IV	0008	113	18	1	68,687.00	-	-	0.00	(68,687.00)
		TOTAL		-	-	217,491.00	-	-	0.00	(217,491.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
2-1100-413-30-125-004-0-	113	CO COMM-	REG F/T EMPLOYEES	($217,491.00)
2-1100-413-30-125-004-0-	211	CO COMM-	HEALTH INSURANCE	($12,492.00)
2-1100-413-30-125-004-0-	212	CO COMM-	LIFE INSURANCE	($81.00)
2-1100-413-30-125-004-0-	220	CO COMM-	FICA	($16,638.06)
2-1100-413-30-125-004-0-	230	CO COMM-	RETIREMENT	($21,640.35)
2-1100-413-30-125-004-0-	250	CO COMM-	UNEMPLOYMENT COMP	($1,087.46)
2-1100-413-30-125-004-0-	260	CO COMM-	WORKER'S COMP	$0.00
			2012 BUDGETARY IMPACT:	($269,429.87)

2013 Budgetary Impact: ($269,429.87)

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1100	ATTORNEY V	0001	113	-	-	0.00	20	1	80,117.00	80,117.00
1100	ATTORNEY IV	0002	113	-	-	0.00	18	1	68,687.00	68,687.00
1100	ATTORNEY IV	0003	113	-	-	0.00	18	1	68,687.00	68,687.00
		TOTAL		-	-	0.00	-	-	217,491.00	217,491.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
2-1100-NEW-	113	CRIM DA-	REG F/T EMPLOYEES	$217,491.00
2-1100-NEW-	211	CRIM DA-	HEALTH INSURANCE	$12,492.00
2-1100-NEW-	212	CRIM DA-	LIFE INSURANCE	$81.00
2-1100-NEW-	220	CRIM DA-	FICA	$16,638.06
2-1100-NEW-	230	CRIM DA-	RETIREMENT	$21,640.35
2-1100-NEW-	250	CRIM DA-	UNEMPLOYMENT COMP	$1,087.46
2-1100-NEW-	260	CRIM DA-	WORKER'S COMP	$0.00
			2012 BUDGETARY IMPACT:	$269,429.87

2013 Budgetary Impact: $269,429.87

Possible Funding Sources: NO BUDGETARY IMPACT- FUNDS TO BE TRANSFERRED FROM CO COMM. ACCOUNT

Comments:

DATE: February 3, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for DA's Office

ACCOUNT NUMBER: 2-1100-415-15-140-001-0-XXX CIVIL LITIGATION

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				
2-1100-413-30-125-004-0-	113	CO COMM-	REG F/T EMPLOYEES	(217,491.00)
2-1100-413-30-125-004-0-	211	CO COMM-	HEALTH INSURANCE	(12,492.00)
2-1100-413-30-125-004-0-	212	CO COMM-	LIFE INSURANCE	(81.00)
2-1100-413-30-125-004-0-	220	CO COMM-	FICA	(16,638.06)
2-1100-413-30-125-004-0-	230	CO COMM-	RETIREMENT	(21,640.35)
2-1100-413-30-125-004-0-	250	CO COMM-	UNEMPLOYMENT	(1,087.46)
TO				
2-1100-NEW-	113	DA'S CIVIL LITIGATION-	REG F/T EMPLOYEES	217,491.00
2-1100-NEW-	211	DA'S CIVIL LITIGATION-	HEALTH INSURANCE	12,492.00
2-1100-NEW-	212	DA'S CIVIL LITIGATION-	LIFE INSURANCE	81.00
2-1100-NEW-	220	DA'S CIVIL LITIGATION-	FICA	16,638.06
2-1100-NEW-	230	DA'S CIVIL LITIGATION-	RETIREMENT	21,640.35
2-1100-NEW-	250	DA'S CIVIL LITIGATION-	UNEMPLOYMENT	1,087.46
		TOTAL BUDGET INCREASE (DECREASE)		**269,429.87**

REASON:

TRANSFER TO FUND THE ANNUAL SALARY AND FRINGE BENEFIT EXPENDITURES FOR THREE ATTORNEY POSITIONS REQUESTED TO BE TRANSFERRED FROM THE CO COMMISSIONERS ACCOUNT TO THE DA'S CIVIL LITIGATION (NEW) ACCT.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-NEW-

AI - 30699

DA CIVIL LITIGATION

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		TRANSFER THE FOLLOWING POSITIONS FROM THE CO COMM ACCOUNT											
0001	113	ATTORNEY V	20	1	80,117.00	80,117.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0002	113	ATTORNEY IV	18	1	68,687.00	68,687.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	ATTORNEY IV	18	1	68,687.00	68,687.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				TOTAL	**$217,491.00**	**$217,491.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

APPROVAL TO TRANSFER THE ABOVE HIGHLIGHTED POSITIONS FROM THE CO COMM ACCT TO THE DA CIVIL LITIGATION ACCOUNT. REQUEST PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-413-30-125-004-0

AI - 30699

CO COMM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	111	COUNTY COMMISSIONER				$98,280.00	$98,280.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$106,280.00
0003	111	COUNTY COMMISSIONER				$98,280.00	$98,280.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$106,280.00
0004	111	COUNTY COMMISSIONER				$98,280.00	$98,280.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$106,280.00
0005	111	COUNTY COMMISSIONER				$98,280.00	$98,280.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$106,280.00
		TRANSFER THE FOLLOWING POSITIONS TO DA CIVIL LITIGATION ACCOUNT											
~~0006~~	~~113~~	~~ATTORNEY V~~	~~20~~	~~1~~	~~80,117.00~~	~~80,117.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
~~0007~~	~~113~~	~~ATTORNEY IV~~	~~18~~	~~1~~	~~68,687.00~~	~~68,687.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
~~0008~~	~~113~~	~~ATTORNEY IV~~	~~18~~	~~1~~	~~68,687.00~~	~~68,687.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
				TOTAL	**$0.00**	**$393,120.00**	**$393,120.00**	**$0.00**	**$0.00**	**$0.00**	**$32,000.00**	**$0.00**	**$425,120.00**

APPROVAL TO TRANSFER THE ABOVE HIGHLIGHTED POSITIONS FROM THE CO COMM ACCT TO THE DA CIVIL LITIGATION ACCOUNT. REQUEST PENDING CC APPROVAL.

AI-30746 **11. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Annette Muniz **Submitted By:** Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Clerks Record Archive (1100):
Approval of 2012 appropriation of funds for County Clerks Record Archive in the amount 1,170,921.60 to fund the "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books" project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-40-180-002-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $1,170,921.60. Funds available in reserved F/B account as of 01/24/2012

Acct#2-1100-250-10-000-004-0-000"Reserved F/B-CC Records Archive Fees" - pending rollover of funds.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/25/2012 08:02 AM
Sylvia Solis	Sylvia Solis	01/26/2012 03:52 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Veronica Ortiz Started On: 01/24/2012 05:02 PM

Final Approval Date: 01/31/2012

DATE: January 24, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Clerk - Record Archive

ACCOUNT NUMBER: 2-1100-415-40-180-002-0-XXX

Contact Person: Veronica Ortiz **Ph#:** (956) 292-7025 ext. 5418

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
2-1100-415-40-180-002-0-350	CO CLERK RECORD ARCHIVE - OTHER SERVICES	1,170,921.60
	TOTAL BUDGET INCREASE (DECREASE)	**1,170,921.60**

REASON: To appropriate funding for expenditures related to the "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books" project with Browns River Marotti Co.
Note: Monies are to be unreserved from acct # 2-1100-250-10-000-004-0-000 "Reserved F/B-CC Records Archive Fees"

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-30622 **12. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval for cell phone upgrades through the County's membership/ participation (Contract # DIR-SDD-611, Requisition # 209494) with awarded vendor Sprint for the following:

Qty	Description	Amount	Cost
7	Apple iPhones 4s	$199.99 ea.	$ 1,399.93
58	Motorola Admirals	$ 0.99 ea.	$ 57.42

Total Cell Phones: 65
Total Cost: $ 1,457.35

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1229-421-00-280-007-0-619

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

BUDGETARY IMPACT:

Amount available for requisition# 209494 as of 1-19-12 $1,457.35 for Sprint.

Attachments

Wireless Devise Request W.2011.2
Sprint Cell Phone Upgrade Quote
Requisition # 209494

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	01/19/2012 12:08 PM
Budget & Management	Merlen P. Munoz	01/19/2012 01:07 PM
Manuel Chapa	Manuel Chapa	01/19/2012 02:22 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Rosie Hinojosa Started On: 01/18/2012 11:42 AM

Final Approval Date: 01/31/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff's Office Dept#: 280

Quantity: 7

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $199.99/mo (x) 1 months =$1,399.93 Account: 2-1229-421-00-280-007-0 -619/664

Requisition Total: $1,399.93 **Requisition Number:**_____

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Anacleto Martinez	01/18/2012
	Print Name	Date

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff's Office Dept#: 280

Quantity: 58

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $ 0.99 /mo (x) 1 months = $57.42 Account: 2-1229-421-00-280-007-0 -619/664

Requisition Total: $57.42 **Requisition Number:**_____

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Anacleto Martinez	01/18/2012
	Print Name	Date

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

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

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

Revised: 03/09/2011

Sprint Together with Nextel — CDMA Quotation - GPS Upgrade - Utility

Customer Information

Customer Name:	Hidalgo County Sheriff's Office
Financial Contact Name:	Lt Richard Ozuna
Address:	701 El Cibolo Road
City:	Edinburg
State:	TX
Zip:	78540
Financial Contact Phone:	(956) 408-3331
Email Address:	richard.ozuna@hidalgoso.org
Acct # (if applicable):	

Sales Representative Information

Name & Title:	Mike Salyers
Phone:	956-451-8549
Email Address:	michael.salyers@sprint.com

EFT/Contract Information

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

Quote Date: Jan 4 2012

Expiration Date: Feb 4 2012

Contract Vehicle being utilized: DIR-SDD-611

12 Month No ETF

Control # : 120104MLS

(YYMMDDConsecutive##Initials)

Equipment - One Time Charges (Billed By Telenav - See attached Invoice)

Qty.	Model	Suggested Retail Price	10% Discount	Additional Promo	Unit Item Price	Extended Item Price
7	Apple iPhone 4s	$199.99				$1,399.93
58	Motorola Admirals	$0.99				$57.42
	Total			***Equipment - One Time Charges (Billed By Telenav - See attached Invoice)***		**$1,457.35**

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

Date Entered: 1/18/2012
Requisition # : 209494
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE

EXECUTIVE BRANCH

ADMINISTRATION

DATE: 1/18/2012
REQUESTED BY: ROSIE HINOJOSA
ACCOUNT #: 2-1229-421-00-280-007-0
OBJECT # : 619 - OTHER MISCELLANEOUS SUPPLIES
CURRENT BALANCE: **$3,000.00**
EXPENDITURE AMOUNT: $1,457.35
NEW BALANCE: **$1,542.65**
PURPOSE FOR EXPENDITURE: CELL PHONE UPGRADES

LINE #	ITEM & DESCRIPTION	ITEM #	NIGP #	QTY	UOM	UNIT PRICE	AMOUNT
1	APPLE IPHONE 4S, BLACK		839-35	6	EA	$199.99	$1,199.94
2	APPLE IPHONE 4S, WHITE		839-35	1	EA	$199.99	$199.99
3	MOTOROLA ADMIRALS		839-35	58	EA	$0.99	$57.42

GRAND TOTAL: $1,457.35

EXPECTED DELIVERY DATE: AS NEEDED BASIS

AWARDED VENDOR:
SPRINT
P.O. BOX 660092
DALLAS, TEXAS 75266-0092

VENDOR UNDER CONTRACT DIR-SDD-611

INTERNAL NOTES:

AUTHORIZED BY _____
DIVISION COMMANDER

REVIEWED BY RICHARD OZUNA
LIEUTENANT

REVIEWED BY JUAN TAPIA
PROCUREMENT SPECIALIST

APPROVED BY ANACLETO MARTINEZ
CHIEF DEPUTY

AI-30847 **13. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Tax Office **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: TAX OFFICE

Information

CAPTION

Tax Office (1100):
1. Approval of auto allowance in the amount of $1,500.00 for one (1) Deputy Clerk II, slot no. 0028, and pay allowance to employee no. 059838, effective upon Commissioners' Court approval.
2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-XX-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds for auto allowance and related fringe benefit expenditures available from Co. Wide Adm - Contingency as of 02/03/12, .

Attachments

interdepartmental transfer
PARS & AUTO ALLOWANCE FORMS
Job Description
Fiscal Note
Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	02/03/2012 01:51 PM
Budget & Management	Merlen P. Munoz	02/03/2012 02:02 PM
Rosalinda Cantu	Rosie Cantu	02/03/2012 02:49 PM
Sylvia Solis (Originator)	Sylvia Solis	02/03/2012 01:51 PM
Budget & Management	Merlen P. Munoz	02/03/2012 02:02 PM
Rosalinda Cantu	Rosie Cantu	02/03/2012 02:49 PM
Auditor's Office		
Purchasing Department		

Form Started By: Sylvia Solis Started On: 01/31/2012

DATE: January 31, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Tax Office

ACCOUNT NUMBER: 2-1100-415-15-140-001-0-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				
2-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(1,601.17)
TO				
2-1100-415-15-140-001-0-	118	TAX OFFICE -	AUTO ALLOWANCE	1,355.77
2-1100-415-15-140-001-0-	220	TAX OFFICE -	FICA	103.72
2-1100-415-15-140-001-0-	230	TAX OFFICE -	RETIREMENT	134.90
2-1100-415-15-140-001-0-	250	TAX OFFICE -	UNEMPLOYMENT COMP	6.78
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the prorated auto allowance and related fringe benefit expenditures for one (1) Deputy Clerk II position,slot no. 0028, in the amount of $1,500.00.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: TAX OFFICE (140-001) DATE: 02/01/2012

CURRENT POSITION TITLE: DEPUTY CLERK II CURRENT SLOT. #: 0028

REQUESTED POSITION TITLE: DEPUTY CLERK II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other ADD AUTO ALLOWANCE

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 1,500.00 (Proposed Budgeted Salary) $ 1,500.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other CO. WIDE ADM. - CONTINGENCY

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Employee is required to make trips to the Bank for change as needed to run the Motor Vehicle & Tax Office Sub-Station in Alamo, TX

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

n/a

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

n/a

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

Employee was already receiving auto allowance, but was inadvertently terminated due to error.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Agenda item no. 25189 approved by Commissioners' Court on 2/8/11 had expiration date of 12/31/2011. This is a new request for auto allowance in the amount of $1,500.00.

1.	DEPARTMENT HEAD	2/3/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	Esther A. Cortez by Lydia Rios HUMAN RESOURCES DIRECTOR	02.03.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/3/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Expenditures

B. AI-25110 Requesting approval of accept the attached CPS-Bioterrorism Prepardness grant contract #2010-035706, Amendment No. 001A. The purpose of this Amendment is to revise contract end date to align with the end of the federal project period per federal guidance. The original contract term of 08/01/2010 through 07/31/2012 is revised to 08/01/2010 through 07/31/2011.

C. AI-25095 Approval of Business Associate Agreement between Doctors Hospital at Renaissance, LTC and Hidalgo County Health and Human Services.

10. IT Department - Renan Ramirez:

A. AI-25158 Hidalgo County Judge:
Authorization to purchase a data service through the County's membership/participation (REQ # 189457) with awarded vendor AT&T for the following:

Qty:	Description:	Department:	User	Service Total:
2	Data Service	Hidalgo County Judge	Office Use	AT&T IPAD Enterprise Data Plan @ $40.00 - 26% = $29.60 each per month

11. Urban County - Diana Serna:

A. AI-25147 Request approval of one (1) applicant in the City of Elsa under the HOME Homeowner Occupied Housing Rehabilitation Program. Mr. Barco Signed affidavit / relative of UCP staff

B. AI-25149 Hidalgo County Precinct No. 3 requests approval from Hidalgo County Commissioners' Court to enter into an Interlocal Agreement with AGUA Special Utility District, a sole source provider, in the amount of $26,022.00 to install water meters in Vallejo Subdivision located off of Volcano Road in Precinct No. 3, utilizing 2005, 2007 and 2009 (YR 18, 20 & 22) UCP Water/Sewer Improvements funding.

C. AI-25120 The Urban County Program is requesting approval of an Amendment to a Professional Engineering Service contract with R. Gutierrez Engineering Corporation to increase the contract amount of $3,200.00 by $800.00 for a total amount of $4,000.00. The City of Progreso will utilize FY 2010 (Year 23) Street Improvements funds.

12. WIC - Norma Longoria:

A. AI-25170 Requesting authorization to apply for the following grant:
1. FY2011 Community Obesity Prevention Project from the Texas Department of State Health Services.

13. Precinct #1 - Comm. Quintanilla: Karina

A. AI-25172 Consideration and Adoption of a Proclamation for Groundhog Job Shadow Day in Hidalgo County. Feb.

14. Precinct #4 - Comm. J. Palacios: Bert

A. AI-25159 Approval of Resolution in Support of HJR 56 In the 82nd Texas State Legislature Rep. Burt Solomons Sponsored by TAC

15. Budget & Management - Raul Silguero Jr.:

A. **Salary Schedule Changes:** Paul Villarreal

1. AI-25189 Tax Office (1100):
a. Approval of auto allowance in the amount of $1,500.00 for slot no. 0028, and pay allowance to employee no. 176362, to expire 12/31/2011.
b. Approval of interdepartmental transfer. Co. vehicle turned @ Co. property
c. Approval of revised salary schedule. (Pct 2

(Work on policy re: Auto allowance computation)

Hidalgo County, Texas
Auto Allowance Authorization Form

Department Name/Number: TAX OFFICE (140-001) Date: 1/31/2012

Position Title: DEPUTY CLERK II Position Slot No. : 140-001-0028

Position Status: ☐ Vacant ☑ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: JOSEFINA R. RODRIGUEZ Employee Number: 059838

Employee Driver License No.: TX DL#05039493

Auto Allowance Amount Request: $1,500.00

Auto Allowance to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☑ Will Required Additional Funds ☐ Other

VEHICLE INFORMATION

Year, Make, & Model: 2006 GMC Envoy Ins. Policy Number: 1287031-C17-53B

VIN Registration No. : 1GKES165266166416 Policy Holder's Name: Julian & Josefina Rodriguez

License Plate No. : JOSIER Ins. Coverage Date: 7-17-11 - 3-17-12

*Vehicle Insurance Provider: State Farm County Ins. Verified By:

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

To travel to the Bank as needed.
Estimated miles travel = 50-75 miles per week.

Employee Signature

2-03-12
Date

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

Department Head/Elected Official

2/2/12
Date

Funding Available in Dept. Budget ☐ YES ☑ NO

DBM XXX
Revised: April 2011

DEPUTY CLERK II

GRADE: 03

GENERAL DESCRIPTION

Performs moderately complex (journey-level) appellate work; Work involves maintaining records and filing, tracking, and managing cases filed in an appellate court; May train others; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Receives, files, and processes cases on appeal from lower courts and original proceedings

Sends court notices to appropriate parties

Certifies records for use in other courts

Maintains files

Examines cases to ensure that documents are in order and requests additional records as appropriate

Issues orders handed down by the court

Assists in answering telephone inquires, correspondence, and requests for documents

Assists in maintaining dockets or calendar systems for tracking and managing cases

Assists in processing appeals

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year of 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 legal terms and concepts and of court statutes and policies

Skill in the operation of office equipment

Ability to maintain files and records, 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

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, February 07, 2012 **Agenda Item:** 30847

Summary of request/proposal:
Tax Office (1100):
Approval of auto allowance in the amount of $1,500.00 for slot no. 0028, and pay allowance to employee no. 059838.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	DEPUTY CLERK II *(AUTO ALLOWANCE)*	0028	118	0.00	1,500.00	1,500.00
				0.00	1,500.00	1,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-415-15-140-001-0-	118	TAX OFFICE -	AUTO ALLOWANCE	$1,355.77
2-1100-415-15-140-001-0-	211	TAX OFFICE -	HEALTH INSURANCE	$0.00
2-1100-415-15-140-001-0-	212	TAX OFFICE -	LIFE INSURANCE	$0.00
2-1100-415-15-140-001-0-	220	TAX OFFICE -	FICA	$103.72
2-1100-415-15-140-001-0-	230	TAX OFFICE -	RETIREMENT	$134.90
2-1100-415-15-140-001-0-	250	TAX OFFICE -	UNEMPLOYMENT COMP	$6.78
2-1100-415-15-140-001-0-	260	TAX OFFICE -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$1,601.17

2013 Budgetary Impact: **$1,771.50**

Possible Funding Sources: **CO. WIDE ADM. - CONTINGENCY**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

TAX OFFICE

AI- 30847

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 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	$840.00	$0.00	$0.00	$6,940.00	$0.00	$81,962.00
0003	113	MANAGER, TAX COLLECTION SECTION	17	1	$63,599.00	$63,599.00	$63,599.00	$1,740.00	$0.00	$0.00	$2,800.00	$0.00	$68,139.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SECTI(	15	3	$58,342.00	$58,342.00	$58,348.00	$600.00	$0.00	$0.00	$5,625.00	$0.00	$64,573.00
0005	113	CHIEF FRAUD INVESTIGATOR	14	2	$52,254.00	$52,254.00	$52,624.00	$720.00	$0.00	$0.00	$0.00	$500.00	$53,844.00
0006	113	MANAGER, TAX ASSESSING SECTION	15	1	$54,526.00	$54,526.00	$54,526.00	$2,160.00	$0.00	$0.00	$0.00	$0.00	$56,686.00
0007	113	ACCOUNTS REPORT SPECIALIST	14	2	$52,254.00	$52,254.00	$52,766.00	$720.00	$0.00	$0.00	$1,500.00	$0.00	$54,986.00
0008	113	ACCOUNTANT IV	14	1	$50,487.00	$50,487.00	$50,516.00	$1,260.00	$0.00	$0.00	$1,500.00	$0.00	$53,276.00
0009	113	COMPUTER SYSTEM ADMINISTATOR	12	4	$47,829.00	$47,829.00	$47,829.00	$720.00	$0.00	$0.00	$1,500.00	$0.00	$50,049.00
0010	113	FRAUD INVESTIGATOR	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$500.00	$43,784.00
0011	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$48,383.00	$48,922.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$50,542.00
0012	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,974.00
0013	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$300.00	$0.00	$0.00	$0.00	$0.00	$46,614.00
0014	113	ACCOUNTANT III	12	1	$43,284.00	$43,284.00	$43,284.00	$840.00	$0.00	$0.00	$0.00	$0.00	$44,124.00
0015	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$1,020.00	$0.00	$0.00	$1,500.00	$0.00	$48,834.00
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	$1,860.00	$0.00	$0.00	$1,500.00	$0.00	$42,532.00
0019	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,920.00	$0.00	$0.00	$1,500.00	$0.00	$42,592.00
0020	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$840.00	$0.00	$0.00	$1,500.00	$0.00	$41,512.00
0021	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,380.00	$0.00	$0.00	$900.00	$0.00	$41,452.00
0022	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$540.00	$0.00	$0.00	$1,500.00	$0.00	$37,011.00
0023	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$720.00	$0.00	$0.00	$750.00	$0.00	$36,441.00
0024	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$480.00	$0.00	$0.00	$0.00	$0.00	$35,451.00
0025	113	BOOKKEEPER II	8	2	$32,929.00	$32,929.00	$32,929.00	$660.00	$0.00	$0.00	$0.00	$0.00	$33,589.00
0026	113	DEPUTY CLERK II	7	7	$35,644.00	$35,644.00	$36,063.00	$840.00	$0.00	$0.00	$0.00	$0.00	$36,903.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

TAX OFFICE

AI- 30847

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	TITLE EXAMINER II	8	3	$34,043.00	$34,043.00	$34,043.00	$720.00	$0.00	$0.00	$0.00	$0.00	$34,763.00
		AUTHORIZE AUTO ALLOWANCE -->									**$1,500.00**		
0028	**113**	**DEPUTY CLERK II**	**7**	**1**	**$29,458.00**	**$29,458.00**	**$29,458.00**	**$960.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$30,418.00**
0029	113	BOOKKEEPER II	8	2	$32,929.00	$32,929.00	$33,249.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$34,329.00
0030	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,440.00	$0.00	$0.00	$750.00	$0.00	$35,772.00
0031	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,200.00	$0.00	$0.00	$750.00	$0.00	$35,532.00
0032	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,458.00	$960.00	$0.00	$0.00	$750.00	$0.00	$31,168.00
0033	113	BOOKKEEPER II	8	3	$34,043.00	$34,043.00	$34,160.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,820.00
0034	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$36,473.00
0035	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
0036	113	DEPUTY CLERK II	7	2	$30,489.00	$30,489.00	$30,865.00	$480.00	$0.00	$0.00	$0.00	$0.00	$31,345.00
0037	113	TITLE EXAMINER I	6	4	$30,141.00	$30,141.00	$30,588.00	$600.00	$0.00	$0.00	$0.00	$0.00	$31,188.00
0038	113	BOOKKEEPER I	6	4	$30,141.00	$30,141.00	$30,141.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$31,341.00
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	$720.00	$0.00	$0.00	$0.00	$0.00	$33,649.00
0042	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,598.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,798.00
0043	113	BOOKKEEPER I	6	3	$29,186.00	$29,186.00	$29,186.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,666.00
0044	113	DEPUTY CLERK I	5	5	$28,792.00	$28,792.00	$28,959.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,559.00
0045	113	DEPUTY CLERK I	5	5	$28,792.00	$28,792.00	$28,864.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$30,244.00
0047	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,508.00
0048	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$29,108.00
0049	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
0050	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,245.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,725.00
0051	113	BOOKKEEPER I	6	2	$28,231.00	$28,231.00	$28,231.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,771.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

TAX OFFICE

AI- 30847

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0052	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
0053	113	DEPUTY CLERK II	7	3	$31,520.00	$31,520.00	$31,520.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$32,780.00
0054	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,554.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,154.00
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	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0057	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,420.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
0058	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,740.00
0059	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
0060	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,405.00
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	$1,080.00	$0.00	$0.00	$0.00	$0.00	$26,705.00
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
0065	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$960.00	$0.00	$0.00	$0.00	$0.00	$26,585.00
0066	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
0067	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,553.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,213.00
0068	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,553.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,913.00
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	$1,260.00	$0.00	$0.00	$0.00	$0.00	$26,635.00
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	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0074	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,384.00
0075	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
0076	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

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

TAX OFFICE

AI- 30847

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0077	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
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	$600.00	$0.00	$0.00	$0.00	$0.00	$25,856.00
0080	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
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	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0084	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
0085	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$750.00	$0.00	$26,426.00
0086	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$26,456.00
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	$780.00	$0.00	$0.00	$0.00	$0.00	$26,036.00
0090	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,156.00
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	$600.00	$0.00	$0.00	$0.00	$0.00	$25,856.00
0095	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
0096	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
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	$600.00	$0.00	$0.00	$0.00	$0.00	$25,856.00
0102	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
0103	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,036.00

HIDALGO COUNTY
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2012 SALARY SCHEDULE

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TAX OFFICE

AI- 30847

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
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	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0107	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
0108	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
0109	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
0110	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
0111	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
0112	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
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	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
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	$480.00	$0.00	$0.00	$1,500.00	$0.00	$34,909.00
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	$720.00	$0.00	$0.00	$0.00	$0.00	$26,860.00
0126	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,560.00
0127	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,100.00
0128	113	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	$31,815.00	$32,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,360.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
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
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	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
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	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0134	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
0135	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
0136	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
					$3,865,806.00	$3,849,232.00	$68,340.00	$0.00	$0.00	$45,265.00	$31,847.00	$3,962,337.00	$0.00

Approval of auto allowance in the amount of $1,500.00 for slot no. 0028, and pay allowance to employee no. 059838.
Personnel action pending CC approval.

AI-30742 **15. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Juan Martinez **Submitted By:** Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion, Consideration and Action Regarding Retirement of Fire Marshal Accelerant Detection K-9 "SHARK" for Medically Required Reasons. With approval for K-9 Handler Chief Deputy Fire Marshal Wesley D. Bradley, to keep and house (Transfer of Ownership) K-9 "SHARK" after removed from Fire Marshal's Office Service.

BACKGROUND

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/24/2012 03:53 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Yolanda Orozco Started On: 01/24/2012 03:33 PM

Final Approval Date: 01/31/2012

OFFICE OF THE COUNTY FIRE MARSHAL
County Of Hidalgo

RECEIPT AGREEMENT
UNSUCCESSFUL OR UNACCEPTABLE HIDALGO COUNTY FIRE MARSHAL'S OFFICE K-9 DOG

In consideration of the Hidalgo County Fire Marshal's Office, rejection of "K-9- Shark", ID#KILO2, and subsequent transfer of ownership to Wesley Bradley, named Donee, receipt is acknowledged, and which I know to be a dog which was found to be unacceptable for type training required or rejected due to medical deficiency, I hereby agree and warrant as follows:

1. **Upon signing of this form by me and by The Hidalgo County Fire Marshal Office's authorized representative, The County of Hidalgo relinquishes all right, title and interest in said dog, and all responsibility for its condition and actions, and accept and assume full ownership of said dog and complete responsibility for its condition and actions.**

2. **Therefore, I will indemnify and hold harmless the County of Hidalgo and The Hidalgo County Fire Marshal's Office and its agents and employees against and form any and all claims which I, my heirs, executors, or assigns may now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog.**

3. **I further state that I have not exchanged money or anything else of value except my agreement made herein for the said dog.**

4. **Further, I accept this dog fully aware that the County of Hidalgo and the Hidalgo County Fire Marshal's Office makes no warrant or guarantee of its condition of health or temperament, or its future behavior.**

5. **Considering the above, I understand that the County of Hidalgo assumes no liability for damages to the property of the Donee, Wesley Bradley, or for personal injuries, disabilities or death of the Donee or the Donee's employees or to any other person arising from or incident to the donation of this animal or its use or disposition. The Donee shall hold the County of Hidalgo and The Hidalgo County Fire Marshal's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.**

Witness & Authorized

Hidalgo County Fire Marshal _____ **Donee** _____

Hidalgo Fire Marshal
Juan Martinez

Donee, Wesley Bradley
Chief Deputy Fire Marshal
Donee Address : 2810 Silver Ave
City, State Zip: Mission, TX 78574

Date: 2/1/12

1615 S. Closner, Suite H ★ Edinburg, Texas 78539 ★ (956) 318-2656 ★ Fax (956) 318-2697

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds that Hidalgo County Fire Marshal's Office K9 "Shark", a male Labrador Retr Dog, ID# KILO2, is found to be unacceptable for any type of training due to it's medical deficiency and insufficient drive. The court finds it in the best interest of the citizens of Hidalgo County that K9 "Shark" be relived of it police duties with The Hidalgo County Fire Marshal's Office and donated to a reliable person, therein named Hidalgo County Fire Marshal's Office, Chief Deputy Wesley Bradley, to care and maintain it for the remainder of K9 "Shark" life span.

WHEREAS, Hidalgo County Commissioners' Court agrees to relinquish all rights, title and interest in said K9 "Shark", and all responsibility for its condition and actions, and that therein named Wesley Bradley accepts and assume full ownership of said dog and complete responsibility for its condition and actions. Wesley Bradley will also hold harmless the County of Hidalgo and The Hidalgo County Fire Marshal's Office and its agents and employees against any and all claims which Wesley Bradley's heirs or executors now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog. The court recognizes that Wesley Bradley did not exchange money or anything else of value except his agreement made herein for the said dog.

WHEREAS, Hidalgo County Commissioners' Court understands that The County of Hidalgo assumes no liability for damages to the property of Wesley Bradley, or for personal injuries, disabilities or death of Wesley Bradley or to any other person arising from or incident to the donation of this animal or its use or disposition. Wesley Bradley shall hold the County of Hidalgo and The Hidalgo County Fire Marshal's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of request to relinquish all rights, title and interest in said K9 "Shark", ID#KILO2, and all responsibility for its condition and actions, and that therein named Wesley Bradley accepts and assume full ownership of said dog

Passed and Approved by Commissioners' Court on _____ of _____, 2012.

Signed by:

_____
Ramon Garcia
Hidalgo County Judge

_____
Joel Quintanilla
Commissioner, Pct.#1

_____
Joe M. Flores
Commissioner, Pct #3

_____
Hector "Tito" Palacios
Commissioner, Pct#2

_____
Joseph Palacious
Commissioner, Pct #4

AFFIDAVIT

{THE STATE OF TEXAS}
{COUNTY OF HIDALGO}

BEFORE ME, THE UNDERSIGNED AUTHORITY, ANOTARY PUBLIC IN, AND FOR HIDALGO COUNTY, TEXAS, ON THIS DATE, PERSONALLY APPEARED WESLEY BRADLEY, AFTER BY ME DULY SWORN, UPON OATH DEPOSES, AND SAYS:

MY NAME is Wesley D. Bradley AND I LIVE AT 2810 silver Ave in Mission, Hidalgo County, Texas. WAS BORN ON March 26, 1983, AND I AM 28 YEARS OLD. MY TELEPHONE NUMBER IS 956-289-3857. I AM employed by the Hidalgo County Fire Marshal's Office AND THE BUSINESS IS LOCATED at 1615 S. Closner, Suite H, in Edinburg, Texas.

I wish to say that my name is Wesley D. Bradley, I wish to say that I am currently employed with the Hidalgo County Fire Marshal's Office and my current rank is of a Chief Deputy. I have been employed with the Hidalgo County Sheriff's Office for over 7 years and I am currently assigned to the Hidalgo County Fire Marshal's Office as a K9 handler. The K9 assigned to me is "Shark" a male Labrador Retr Dog, ID#KILO2. Recently K9 "Shark", became ill and was taken to an emergency Veterinarian for emergency treatment. The Veterinarian concluded that the K9 had a serious Ear/Brain Infection in which would require constant expensive medical treatment. I was later informed that the Fire Marshal's Office would be retiring the K9 because of it medical disorder and continuous expenses for said treatment. Being that K9 "Shark" has been my partner for over two years000 I would be interested in taking full responsibility for K9 "Shark" upon being retired. I am willing to release any and all liabilities from the Fire Marshal's Office. I will provide food, shelter and all medical needs for the retired canine. I have been made aware of the retired canine's medical problems. I already have a kennel set up for the canine. I will also cooperate with the Hidalgo County Fire Marshal's Office at any time to go by my residence and check on the condition of the retired canine. I would appreciate it if I am considered in providing the remaining years of retirement for K9 "Shark", to be cared for and appreciated by my loving family. I sincerely thank you.

THE ABOVE STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND RECOLLECTION AND I GIVE IT OF MY OWN FREE WILL.

AFFIANT _____

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 01 **DAY OF** FEB **2012**

NOTARY PUBLIC FOR HIDALGO COUNTY TEXAS

Magdalena L Saenz

AI-30743 **15. B.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Juan Martinez **Submitted By:** Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

1. Discussion, Consideration and Action Regarding acceptance of (Auxiliary) Deputy Fire Marshal(s) / Fire Investigators for appointment by the Fire Marshals to State Licensing Commission (Certification): Under Authority of LGC 352.011 Section A (Assistants)

2. Appointment of Auxiliary (Assistant) Members:
a. Rolando Casas
b. Oscar Alanis
c. Richard Flores
d. Luis Gutierrez
e. Arturo Villarreal
f. Ruben Gaytan
g. Julio De Leon
h. Eloy Silva

BACKGROUND

Attachments

LGC 352.011 Sec A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/24/2012 03:53 PM
Roland Garcia	Rolando Garcia	01/27/2012 11:45 AM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Yolanda Orozco Started On: 01/24/2012 03:40 PM

Final Approval Date: 01/31/2012

Sec. 352.006. SALE OF USED FIRE PROTECTION OR FIRE-FIGHTING EQUIPMENT TO CERTAIN VOLUNTEER FIRE DEPARTMENTS. (a) In this section, "volunteer fire department" means an association that:

(1) operates fire-fighting equipment;

(2) is organized primarily to provide and actively provides fire-fighting services;

(3) does not pay its members compensation other than nominal compensation; and

(4) does not distribute any of its income to its members, officers, or governing body, other than for reimbursement of expenses.

(b) Notwithstanding Subchapter D, Chapter 263, or other law, the commissioners court of a county may sell used fire-fighting equipment, excluding equipment described in Sections 419.040 and 419.041, Government Code, to a volunteer fire department for eight percent of the original purchase value of the equipment if:

(1) the fire protection or fire-fighting equipment is at least 15 years old and met the National Fire Protection Association standards at the original time of purchase; and

(2) the volunteer fire department provides fire protection to an area within the county.

Added by Acts 2003, 78th Leg., ch. 952, Sec. 1, eff. Sept. 1, 2003.

SUBCHAPTER B. COUNTY FIRE MARSHAL

Sec. 352.011. CREATION OF OFFICE; TERM. (a) The commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment, transportation, assistants, and professional services for that office.

(b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two years.

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

Sec. 352.012. QUALIFICATIONS FOR OFFICE. (a) To qualify for office, the county fire marshal must take the oath prescribed by the constitution of this state and post a bond as required by the commissioners court conditioned that the marshal will faithfully and

AI-30734 **16. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Rodolfo Perez, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

1. Approval to apply for a continuation of the Veterans Treatment Court Grant.
2. Approval of resolution to be designated the authorized official for the grant.

BACKGROUND

Veterans Court Grant continuation will be effective September 1,2012 through August 31, 2013.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1297-423-00-320-033-2-XXX

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

BUDGETARY IMPACT:

No fiscal impact. Grant period continuation.
New termination date is August 31,2013.

Attachments

CJD Solicitation

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/24/2012 03:28 PM
Erika Zamora	Erika Zamora	01/27/2012 04:38 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Rodolfo Perez Started On: 01/24/2012 02:13 PM

Final Approval Date: 01/31/2012

Specialty Drug Court Program Solicitation

The Criminal Justice Division (CJD) of the Governor's Office is soliciting competitive applications for projects that support eligible specialty court programs during the state fiscal year 2013 grant cycle.

Purpose: The purpose of the Specialty Court Program is to support drug courts as defined in Chapter 469 of the Texas Health and Safety Code, which incorporate the following ten essential characteristics:

1) The integration of alcohol and other drug treatment services in the processing of cases in the judicial system;
2) The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants;
3) Early identification and prompt placement of eligible participants in the program;
4) Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services;
5) Monitoring of abstinence through weekly alcohol and other drug testing;
6) A coordinated strategy to govern program responses to participants' compliance;
7) Ongoing judicial interaction with program participants;
8) Monitoring and evaluation of program goals and effectiveness;
9) Continuing interdisciplinary education to promote effective program planning, implementation, and operations; and
10) Development of partnerships with public agencies and community organizations.

Available Funding: This solicitation may be funded from the following state and federal funding sources:

1) State funds: Texas Code of Criminal Procedure, Section 102.0178. This section authorizes state funding for the purpose of funding drug courts and designates CJD as the administering agency. Funds received under this article are deposited to the credit of the drug court account in the general revenue fund.
2) State funds: Texas Code of Criminal Procedure, Section 102.056 and Texas Government Code, Section 772.006. This provision authorizes the use of state funds to support criminal justice projects which include drug courts, and designates CJD as the administering agency. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees. All awards are subject to the availability of funds appropriated by the Texas Legislature for the 2012-2013 Biennium.
3) Federal funds are authorized under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)). JAG funds are made available through a Congressional appropriation to the United States Department of Justice. Congress has not finalized federal appropriations for federal fiscal year 2012 and all awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Standards: Grantees must comply with the standards cited in the *Texas Administrative Code* (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to state and federal funding sources.

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:

1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2) lobbying;
3) vehicles or equipment for government agencies that are for general agency use;

4) weapons, ammunition, explosives or military vehicles;
5) admission fees or tickets to any amusement park, recreational activity or sporting event;
6) promotional gifts;
7) food, meals, beverages, or other refreshments unless the expense is for a working event where full participation by participants mandates the provision of food and beverages and the event is not related to amusement and/or social activities in any way;
8) membership dues for individuals;
9) any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state or local funds (e.g., supplanting).
10) fundraising;
11) construction, remodeling or renovation;
12) medical services; and
13) transportation, lodging, per diem or any related costs for participants when grant funds are used to develop and conduct training.

Eligible Applicants: Counties

Requirements:
1) Pursuant to Texas Health and Safety Code, Section 469.006, counties with populations of more than 200,000 are required to establish a drug court;
2) The court must be registered with CJD as required in the Texas Health and Safety Code, Section 469.003, and must maintain a current registration throughout the grant period;
3) The court must also be registered with the Texas Department of State Health Services, Clinical Management for Behavioral Health Services database. Information about registration procedures may be accessed at http://www.dshs.state.tx.us/cmbhs/default.shtm;
4) The presiding judge of a drug court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over drug court, or a retired judge available as a sitting judge;
5) Any portion of fees collected from program participants and retained by the grantee are considered generated program income and must be applied to the grant through a grant adjustment;
6) Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency, to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do;
7) Applicants must be registered in the federal Central Contractor Registration (CCR) database located at http://www.ccr.gov and maintain an active registration throughout the grant period;
8) Applicants funded under the JAG program must ensure that their law enforcement agency is current on reporting Part 1 violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and that the agency has been current for the three previous years; and
9) Applicants funded under the JAG program must assure that if its agency was eligible to apply, it did apply for a direct award from the Bureau of Justice Assistance for JAG funds under the Edward Byrne Memorial Justice Assistance Formula Grant Program.

Project Period: Grant-funded projects must begin on or after September 1, 2012, and expire on or before August 31, 2013.

Application Process: Applicants must access CJD's grant management website at https://eGrants.governor.state.tx.us to register and apply for funding.

Preferences: Preference will be given to mandated drug courts under Texas Health and Safety Code, Section 469.006.

Closing Date for Receipt of Applications: All applications must be certified via CJD's grant management website on or before February 24, 2012.

Selection Process: Applications will be competitive and reviewed by the Specialty Courts Advisory Council (Council). Upon review, the Council will make funding recommendations to CJD. CJD will make all final funding decisions based on eligibility, reasonableness of the project, availability of funding, and cost-effectiveness.

Contact Information: If additional information is needed, contact the eGrants Help Desk at eGrants@governor.state.tx.us or (512) 463-1919.

Hidalgo County Veterans Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Veteran's Court be operated for the 2013; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Rodolfo Perez, Assistant Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Veteran's Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this 7th day of February, 2012

Grant Number: _____

AI-30736 **16. B.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Rodolfo Perez, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

1. Approval to apply for the continuation of the DWI Court grant.
2. Approval of resolution to be designated the authorized official for the grant.

BACKGROUND

DWI Court Grant continuation will be effective September 1,2012 through August 31,2013.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1297-423-00-320-032-3-xxx

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

BUDGETARY IMPACT:

No fiscal impact.
New termination date is August 31,2013.

Attachments

Resolution

Solicitation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/24/2012 04:59 PM
Erika Zamora	Erika Zamora	01/27/2012 04:59 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Rodolfo Perez Started On: 01/24/2012 03:10 PM

Final Approval Date: 01/31/2012

Hidalgo County DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County DWI Court be operated for the 2013 year; and

WHEREAS, The Hidalgo County Community Supervision & Corrections Department agrees to provide applicable matching funds for the said project as required by Specialty Drug Court Program grant application; and

WHEREAS, The Hidalgo County Community Supervision & Corrections Department agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Hidalgo County Community Supervision & Corrections Department assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Rodolfo Perez, Deputy Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County DWI Court to the Office of the Governor, Criminal Justice Division.

Signed by:

_____
Ramon Garcia
County Judge, Hidalgo County

Passed and Approved this7th Day of February 2012.

Grant Number: _____

Specialty Drug Court Program Solicitation

The Criminal Justice Division (CJD) of the Governor's Office is soliciting competitive applications for projects that support eligible specialty court programs during the state fiscal year 2013 grant cycle.

Purpose: The purpose of the Specialty Court Program is to support drug courts as defined in Chapter 469 of the Texas Health and Safety Code, which incorporate the following ten essential characteristics:

1) The integration of alcohol and other drug treatment services in the processing of cases in the judicial system;
2) The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants;
3) Early identification and prompt placement of eligible participants in the program;
4) Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services;
5) Monitoring of abstinence through weekly alcohol and other drug testing;
6) A coordinated strategy to govern program responses to participants' compliance;
7) Ongoing judicial interaction with program participants;
8) Monitoring and evaluation of program goals and effectiveness;
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2) State funds: Texas Code of Criminal Procedure, Section 102.056 and Texas Government Code, Section 772.006. This provision authorizes the use of state funds to support criminal justice projects which include drug courts, and designates CJD as the administering agency. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees. All awards are subject to the availability of funds appropriated by the Texas Legislature for the 2012-2013 Biennium.
3) Federal funds are authorized under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)). JAG funds are made available through a Congressional appropriation to the United States Department of Justice. Congress has not finalized federal appropriations for federal fiscal year 2012 and all awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

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2) lobbying;
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4) weapons, ammunition, explosives or military vehicles;
5) admission fees or tickets to any amusement park, recreational activity or sporting event;
6) promotional gifts;
7) food, meals, beverages, or other refreshments unless the expense is for a working event where full participation by participants mandates the provision of food and beverages and the event is not related to amusement and/or social activities in any way;
8) membership dues for individuals;
9) any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state or local funds (e.g., supplanting).
10) fundraising;
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3) The court must also be registered with the Texas Department of State Health Services, Clinical Management for Behavioral Health Services database. Information about registration procedures may be accessed at http://www.dshs.state.tx.us/cmbhs/default.shtm;
4) The presiding judge of a drug court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over drug court, or a retired judge available as a sitting judge;
5) Any portion of fees collected from program participants and retained by the grantee are considered generated program income and must be applied to the grant through a grant adjustment;
6) Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency, to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do;
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8) Applicants funded under the JAG program must ensure that their law enforcement agency is current on reporting Part 1 violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and that the agency has been current for the three previous years; and
9) Applicants funded under the JAG program must assure that if its agency was eligible to apply, it did apply for a direct award from the Bureau of Justice Assistance for JAG funds under the Edward Byrne Memorial Justice Assistance Formula Grant Program.

Project Period: Grant-funded projects must begin on or after September 1, 2012, and expire on or before August 31, 2013.

Application Process: Applicants must access CJD's grant management website at https://eGrants.governor.state.tx.us to register and apply for funding.

Preferences: Preference will be given to mandated drug courts under Texas Health and Safety Code, Section 469.006.

Closing Date for Receipt of Applications: All applications must be certified via CJD's grant management website on or before February 24, 2012.

Selection Process: Applications will be competitive and reviewed by the Specialty Courts Advisory Council (Council). Upon review, the Council will make funding recommendations to CJD. CJD will make all final funding decisions based on eligibility, reasonableness of the project, availability of funding, and cost-effectiveness.

Contact Information: If additional information is needed, contact the eGrants Help Desk at eGrants@governor.state.tx.us or (512) 463-1919.

AI-30761 **17. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Alma Ybarra **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Vendor	Invoice Date/Invoice #	Amount
Weldinghouse, INC.	11-30-11 / 00478215	$5.85
Weldinghouse, INC.	10-31-11 / 00476248	$6.05

BACKGROUND

Invoice amounts are greater, but only listed amounts are being requested to be paid, due to these services not being accounted for during requisition.

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Merlen P. Munoz	01/25/2012 01:33 PM

Form Started By: Angela Garcia Started On: 01/25/2012 10:47 AM

Final Approval Date: 01/25/2012

CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

INVOICE
00478215
PAGE NUMBER
1
INVOICE DATE
11/30/11
CUSTOMER
(1) 03197
BRANCH
051

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY BUILDINGS & GROUNDS
P. O. BOX 1356
EDINBURG TX 78539

SHIP TO
HIDALGO COUNTY BUILDINGS & GROUNDS
P. O. BOX 1356
EDINBURG TX 78539

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION / PURCHASE ORDER	ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
			PO:	634434											
		ACE#4	ACETYLENE, DISSOLVED												
		TAG:P65774	ROGELIO	382894	08/04/11	00470269		*1							
					BALANCE FORWARD					1					
D	145	- - - - - - - -	- - - - ACE #4 CYL. RENTAL		TOTALS - - - - >		1	0	0	1	0	30		.195	5.85
		OXY251	OXYGEN, COMPRESSED												
		TAG:C6325144	Y	353504	10/13/10	00451787		*1							
					BALANCE FORWARD					1					
D	251	- - - - - - - -	- - - - OXY 251 CYL RENTAL		TOTALS - - - - >		1	0	0	1	0	30		.195	5.85
		C25356	COMPRESSED GAS, N.O.S.												
		TAG:T7795195	620701	309480	04/13/09	00424284		*1							
					BALANCE FORWARD					1					
D	356	- - - - - - - -	- - - - ALL 356 CCF CYL RENT		TOTALS - - - - >		1	0	0	1	0	30		.195	5.85
M	HAZ	- - - - - - - -	- - - - CYLINDER HAZARDOUS M		TOTALS - - - - >		0	0	0	0	0		0	5.00	5.00

PLEASE CONTACT THE ACCOUNTING OFFICE. 361.883.8308

WE CAN FAX OR EMAIL INVOICES & CYLINDER RENTALS.

RECEIVED 2011 DEC 20 PM 1 27

GOOD SERVICES RECEIVED BY:
Hidalgo Cty ON Facilities Mgmt
INVOICE RECEIVED BY:
[illegible] 11/30/11

#16.70 PO 658259
1-1100-419-40-220-001-0-44
1-1100-419-40-220-001-0-44
#5.85 PO - 667761

*S/R previous prd

TAX: .00

RENT METHOD		TOTAL VALUE OF CYLINDERS	TOTAL	22.55
M - MONTHLY	MD - MONTHLY DEMURRAGE			
D - DAILY	DD - DAILY DEMURRAGE			
PD - PEAK DAILY	PM - PEAK MONTHLY			

CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

INVOICE
00476248
PAGE NUMBER
1
INVOICE DATE
10/31/11
CUSTOMER
03197
BRANCH
051

BILL TO
HIDALGO COUNTY BUILDINGS & GROUNDS
P. O. BOX 1356
EDINBURG TX 78539

SHIP TO
HIDALGO COUNTY BUILDINGS & GROUNDS
P. O. BOX 1356
EDINBURG TX 78539

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER	ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
			~~PO: 658259~~												
		ACE#4	**ACETYLENE, DISSOLVED**												
		TAG:P65774	ROGELIO	382894	08/04/11	00470269		*1							
					BALANCE FORWARD					1					
D	145	- - - - - - - - -	- - - - **ACE #4 CYL. RENTAL**		**TOTALS**	- - - - >	1	0	0	1	0	31		.195	6.05
		OXY251	**OXYGEN, COMPRESSED**												
		TAG:C6325144	Y	353504	10/13/10	00451787		*1							
					BALANCE FORWARD					1					
D	251	- - - - - - - - -	- - - - **OXY 251 CYL RENTAL**		**TOTALS**	- - - - >	1	0	0	1	0	31		.195	6.05
		C25356	**COMPRESSED GAS, N.O.S.**												
		TAG:T7795195	620701	309480	04/13/09	00424284		*1							
					BALANCE FORWARD					1					
D	356	- - - - - - - - -	- - - - **ALL 356 CCF CYL RENT**		**TOTALS**	- - - - >	1	0	0	1	0	31		.195	6.05
M	HAZ	- - - - - - - - -	- - - - **CYLINDER HAZARDOUS M**		**TOTALS**	- - - - >	0	0	0	0	0		0	5.00	5.00

PLEASE CONTACT THE ACCOUNTING OFFICE. 361.883.8308

WE CAN FAX OR EMAIL INVOICES & CYLINDER RENTALS.

RECEIVED BY
2011 DEC 20 PM 2:55

RECEIVED BY
2011 DEC 29 AM 10:25

PO 658259 442
1-1100-419-40-220-00-9 623
~~# 2315~~ PO ~~[illegible]~~
GOOD SERVICES RECEIVED BY
Hidalgo Cty ON Facilities Mgmt
INVOICE RECEIVED BY
Norma ON 10/31/11
1-1100 419 40 220 001-0 442
6.05
PO# 658259

*S/R previous prd

TAX: .00

RENT METHOD		TOTAL VALUE OF CYLINDERS	TOTAL	123.15
M - MONTHLY	MD - MONTHLY DEMURRAGE			
D - DAILY	DD - DAILY DEMURRAGE			
PD - PEAK DAILY	PM - PEAK MONTHLY			

AI-30799 **18. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Nancy V. Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Catholic Charities of the Rio Grande Valley (CCRGV) and the Hidalgo County Urban County Program. The amendment would increase the current contract amount of $816,014.46 by $59,000.00. The amended contract amount for Catholic Charities of the Rio Grande Valley (CCRGV) will be $875,014.46. The amendment will increase the Homeless Prevention category.

BACKGROUND

This grant was approved by a Substantial Amendment to the 2009 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). The Urban County Program is requesting authorization to amend the existing contract with Catholic Charities of the Rio Grande Valley under the HPRP Program. The allocation amount would change from $816,014.46 by $59,000.00. These funds came from the recaptured funding from other HPRP subrecipients that were not meeting their threshold.

ACTIVITY	CURRENT	Increase	PROPOSED
Homeless Prevention	$ 554,269.00	$ 59,000.00	$ 613,269.00
Rapid Re-Housing	$ 261,745.46	0.00	$ 261,745.46
TOTAL AMOUNTS	$ 816,014.46	$ 59,000.00	$ 875,014.46

Contract Amount awarded: $ 816,014.46
Increase Amount: $ 59,000.00 (Homeless Prevention category)
New Contract Amount: $ 875,014.46

Attachments

Amendment Exhibit A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/26/2012 08:01 AM
Perla Lopez	Perla Lopez	01/26/2012 03:46 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mary Flores Started On: 01/25/2012 05:20 PM

Final Approval Date: 01/31/2012

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

Catholic Charities of the Rio Grande Valley (CCRGV), having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

OPERATIONS UNDER HOUSING

Catholic Charities of the Rio Grande Valley (CCRGV) will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. Catholic Charities of the Rio Grande Valley (CCRGV) was granted funds in the amount of $816,014.46 for Homeless Prevention activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, and Data Collections.

The Subrecipient Agreement was entered between the Catholic Charities of the Rio Grande Valley (CCRGV) and the Hidalgo County – Urban County Program on September 29, 2009 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with Catholic Charities of the Rio Grande Valley (CCRGV) to be increased by $59,000.00 to be able to meet the threshold by the July 20, 2012 deadline. This amount came from the recaptured funds of other non-profit agencies.

The new grant amount for Catholic Charities of the Rio Grande Valley (CCRGV) will be $ 875,014.46.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2012.

County:
Hidalgo County

_____
Diana R. Serna

Urban County Director
Title

_____
Date

Non-Profit
Catholic Charities of the Rio Grande Valley

_____
Sr. Norma Pimentel

Executive Director
Title

_____
Date

AI-30684 **18. B.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Irene Montoya **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to cancel the bid award and approval of contract with G & G Contractors for the demolition and reconstruction of one (1) unit in the City of Elsa in the amount of $42,240.00.

BACKGROUND

Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, November 9, 2011. Shortly thereafter, the County of Hidalgo Purchasing Department provided the Urban County Program with the bid tabulation sheet that indicated G & G Contractors was the lowest bidder for the City of Elsa project. Therefore an agenda for awarding of bid and approval to enter into contract was submitted and approved by CC on November 22, 2011. However, after a review of all bids received on November 9, 2011. Home Staff noted that G & G was not the lowest bidder, since their bid was actually $46,240.00 and not $42,240.00.

Attachments

Bid Tabulation/City of Elsa

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/19/2012 03:31 PM
Perla Lopez	Perla Lopez	01/25/2012 04:45 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mary Flores Started On: 01/19/2012 03:06 PM

Final Approval Date: 01/31/2012

COUNTY PROGRAM

Hidalgo County Commissioner's Court
Agenda Request Form

No. 29692

By: Irene

Date: November 14, 2011

Deadline for Action: A.S.A.P.

Department: HOME PROGRAM

Meeting Date Request: November 22, 2011

Contact Person: DIANA R. SERNA, DIRECTOR

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director K.B. for D.R.S.

AGENDA:

The Urban County Program is requesting the award of bids and approval of contract for the demolition and reconstruction of the following:

1. (1) Units in the Countywide area, (1) Unit in the City of Penitas, (1) Unit in the City of Alamo and (1) Unit in the City of Elsa in the amount of $181,650.00 to Benchmark Construction.

2. (1) Unit in the City of Mercedes, (2) Units in the City of Weslaco, (1) Unit in the City of Edcouch and (1) Unit in the San Juan area in the amount of $218.120.00. **to G & G Contractors**

STAFF COMMENTS & RECOMMENDATION:

The applicant was approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on July 12, 2011 & September 20 & 27, 2011 and October 11, 2011. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, November 9, 2011.

APPROVED Co. Comm. Ct.
DATE 11/22/11

Approval is recommended by staff:

HOME Manager
Finance

Please initial for approval: Legal Council _____ Budget _____ Human Resources _____ Dept./ Fund No: _____ Amt. Expended: $_____ Funds/ Staffing Budgeted: Yes ___ No___ Amount Code: _____Impact on Future Budget: Yes ___ No

Comments:

Action Taken by Commissioners' Court: Approved _____ Tabled _____ Denied _____ Motion made by _____ Vote_____

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME:COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: NOVEMBER 9, 2011 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: DEMOLITION AND RECONSTRUCTION OF ONE (1) UNIT IN THE COUNTYWIDE AREA OF HIDALGO ONE (1) UNIT IN THE CITY OF ALAMO, ONE (1) UNIT IN THE CITY OF EDINBURG, ONE (1) UNIT IN THE CITY OF ELSA, ONE (1) UNIT IN THE CITY OF PENITAS, ONE (1) UNIT IN THE CITY OF SAN JUAN, ONE (1) UNIT IN THE CITY OF MERCEDES.

GRANT# M-10-UC-48-0501-ET

CONTRACTORS	R. MEDRANO	M. RINCON	E. ALANIZ	A. TIJERINA	R. GARZA	O. CUELLAR	H. CUELLAR	R. RIVERA	M. BALLI
BENCHMARK BD	44890	60000	37890	44890	37890	46980	44890	44890	44890
DE LEON BB	47000	58000	—	—	—	—	—	47000	—
ARGO CC	2359 47185	2954 59890	1988 39780	2331 46740	1882.25 37705	2724.45 54889	2337 46740	2644.60 52890	2337 46740
G&G BD	45880	56880	36880	46240	37240	50880	44880	46240	45880
JR LIMAS CC	2300 45868	—	1900 37290	2300 45868	1900 37290	—	2 45858	2300 45868	2300 45868

*Bid Tabulation provided by inspector at bid opening

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: November 09, 2011 Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of One (1) Unit in the Countywide Area of Hidalgo, One (1) Unit in the city of Alamo, One (1) Unit in the city of Edinburg, One (1) Unit in the city of Elsa, One (1) unit in the city of Peñitas, one (1) unit in the city of San Juan, One (1) unit in the city of Mercedes

Grant #: M-10-UC-48-0501-ET

BENCHMARK CONSTRUCTION, LLC

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	R. MEDRANO	$44,890.00	BB INCLUDED
2	M. RINCON	$60,000.00	BB INCLUDED
3	E. ALANIZ	$37,890.00	BB INCLUDED
4	A. TIJERINA	$44,890.00	BB INCLUDED
5	R. GARZA	$37,890.00	BB INCLUDED
6	O. CUELLAR	$46,980.00	BB INCLUDED
7	H. CUELLAR	$44,890.00	BB INCLUDED
8	R. RIVERA	$44,890.00	BB INCLUDED
9	M. BALLI	$44,890.00	BB INCLUDED

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	R. MEDRANO	$45,880.00	BB INCLUDED
2	M. RINCON	$56,880.00	BB INCLUDED
3	E. ALANIZ	~~$36,880.00~~	BB INCLUDED
4	A. TIJERINA	$42,240.00	BB INCLUDED
5	R. GARZA	~~$37,240.00~~	BB INCLUDED
6	O. CUELLAR	$50,880.00	BB INCLUDED
7	H. CUELLAR	$44,880.00	BB INCLUDED
8	R. RIVERA	$46,240.00	BB INCLUDED
9	M. BALLI	$45,880.00	BB INCLUDED

DE LEON CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	R. MEDRANO	$47,000.00	BB INCLUDED
2	M. RINCON	$58,000.00	BB INCLUDED
3	E. ALANIZ	NO BID	N/A
4	A. TIJERINA	NO BID	N/A
5	R. GARZA	NO BID	N/A
6	O. CUELLAR	NO BID	N/A
7	H. CUELLAR	NO BID	N/A
8	R. RIVERA	$47,000.00	BB INCLUDED
9	M. BALLI	NO BID	N/A

JR LIMAS CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	R. MEDRANO	$45,868.00	CC INCLUDED
2	M. RINCON	NO BID	N/A
3	E. ALANIZ	$37,290.00	CC INCLUDED
4	A. TIJERINA	$45,868.00	CC INCLUDED
5	R. GARZA	$37,290.00	CC INCLUDED
6	O. CUELLAR	NO BID	N/A
7	H. CUELLAR	$45,868.00	CC INCLUDED
8	R. RIVERA	$45,868.00	CC INCLUDED
9	M. BALLI	$45,868.00	CC INCLUDED

ARGO CONSTRUCTION, LLC

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	R. MEDRANO	$47,189.00	CC INCLUDED
2	M. RINCON	$59,840.00	CC INCLUDED
3	E. ALANIZ	$39,780.00	CC INCLUDED
4	A. TIJERINA	$46,740.00	CC INCLUDED
5	R. GARZA	$37,705.00	CC INCLUDED
6	O. CUELLAR	$54,889.00	CC INCLUDED
7	H. CUELLAR	$46,740.00	CC INCLUDED
8	R. RIVERA	$52,890.00	CC INCLUDED
9	M. BALLI	$46,740.00	CC INCLUDED

*First original bid tabulation sheet submitted by Hidalgo Purchasing Department

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

AI-30802 **18. C.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Nancy Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with the City of Mission and the Hidalgo County Urban County Program. The amendment would increase the current contract amount of $202,500.00 by $30,000.00. The amended contract amount for the City of Mission will be $232,500.00. The amendment will increase the Homeless Prevention category.

BACKGROUND

This grant was approved by a Substantial Amendment to the 2009 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). The Urban County Program is requesting authorization to amend the existing contract with the City of Mission under the HPRP Program. The allocation amount would change from $202,500.00 by $30,000.00. These funds came from the recaptured funding from other HPRP subrecipients that were not meeting their threshold.

ACTIVITY	CURRENT	Increase	PROPOSED
Homeless Prevention	$ 127,500.00	$ 30,000.00	$ 157,500.00
Rapid Re-Housing	$ 75,000.00	$ 0.00	$ 75,000.00
TOTAL AMOUNTS	$ 202,500.00	$ 30,000.00	$ 232,500.00

Contract Amount awarded: $ 202,500.00
Increase Amount: $ 30,000.00 (Homeless Prevention category)
New Contract Amount: $ 232,500.00

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/26/2012 08:02 AM
Perla Lopez	Perla Lopez	01/26/2012 03:58 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mary Flores Started On: 01/25/2012 05:47 PM

Final Approval Date: 01/31/2012

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

City of Mission, having been certified as a municipal corporation, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

OPERATIONS UNDER HOUSING

City of Mission will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. City of Mission was granted funds in the amount of $202,500.00 for Homeless Prevention activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, and Data Collections.

The Interlocal Agreement was entered between the City of Mission and the Hidalgo County – Urban County Program on April 26, 2011 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with City of Mission be increased by $30,000.00 to be able to meet the threshold by the July 20, 2012 deadline. This amount came from the recaptured funds of other non-profit agencies.

The new grant amount for City of Mission will be $ 232,500.00.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2012.

County:
Hidalgo County

_____
Diana R. Serna

Urban County Director
Title

_____
Date

Municipal Corporation
City of Mission

_____
JoAnne Longoria

CD Director
Title

_____
Date

AI-30801 **18. D.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Nancy Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with the City of Edinburg and the Hidalgo County Urban County Program. The amendment would increase the current contract amount of $152,500.00 by $50,507.79. The amended contract amount for the City of Edinburg will be $203,007.79. The amendment will increase the Homeless Prevention category.

BACKGROUND

This grant was approved by a Substantial Amendment to the 2009 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). The Urban County Program is requesting authorization to amend the existing contract with the City of Edinburg under the HPRP Program. The allocation amount would change from $152,500.00 by $50,507.79. These funds came from the recaptured funding from other HPRP subrecipients that were not meeting their threshold.

ACTIVITY	CURRENT	Increase	PROPOSED
Homeless Prevention	$ 152,500.00	$ 50,507.79	$ 203,007.79
Rapid Re-Housing	$ 0.00	$ 0.00	$ 0.00
TOTAL AMOUNTS	$ 152,500.00	$ 50,507.79	$ 203,007.79

Contract Amount awarded: $152,500.00
Increase Amount: $ 50,507.79 (Homeless Prevention category)
New Contract Amount: $203,007.79

Attachments

City of Edinburg Exhibit A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/26/2012 08:01 AM
Perla Lopez	Perla Lopez	01/26/2012 03:40 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mary Flores Started On: 01/25/2012 05:36 PM

Final Approval Date: 01/31/2012

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

City of Edinburg, having been certified as a municipal corporation, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

OPERATIONS UNDER HOUSING

City of Edinburg will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. City of Edinburg was granted funds in the amount of $152,500.00 for Homeless Prevention activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, and Data Collections.

The Interlocal Agreement was entered between the City of Edinburg and the Hidalgo County – Urban County Program on April 26, 2011 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with City of Edinburg be increased by $50,507.79 to be able to meet the threshold by the July 20, 2012 deadline. This amount came from the recaptured funds of other non-profit agencies.

The new grant amount for City of Edinburg will be $ 203,007.79.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2012.

County:
Hidalgo County

_____
Diana R. Serna

Urban County Director
Title

_____
Date

Municipal Corporation
City of Edinburg

_____
Marissa Garza

Director of Community Development
Title

_____
Date

AI-30797 **18. E.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Nancy V. Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Advocacy Resource Center for Housing (ARCH) and the Hidalgo County Urban County Program. The amendment would increase the current contract amount of $1,056,738.75 by $15,000.00. The amended contract amount for ARCH will be $1,071,738.75. The amendment will increase the Homeless Prevention category.

BACKGROUND

This grant was approved by a Substantial Amendment to the 2009 Action Plan under the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). The Urban County Program is requesting authorization to amend the existing contract with ARCH under the HPRP Program. The allocation amount would change from $1,056,738.75 by $15,000.00. These funds came from the recaptured funding from other HPRP subrecipients that were not meeting their threshold.

ACTIVITY	CURRENT	Increase	PROPOSED
Homeless Prevention	$ 584,281.12	$ 15,000.00	$ 599,281.12
Rapid Re-Housing	$ 472,457.63	$ 0.00	$ 472,457.63
TOTAL AMOUNTS	$ 1,056,738.75	$ 15,000.00	$ 1,071,738.75

Contract Amount awarded: $ 1,056,738.75
Increase Amount: $ 15,000.00 (Homeless Prevention category)
New Contract Amount: $ 1,071,738.75

Attachments

Amend HPRP w ARCH

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/26/2012 08:00 AM
Perla Lopez	Perla Lopez	01/26/2012 03:46 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mary Flores Started On: 01/25/2012 04:59 PM

Final Approval Date: 01/31/2012

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

Advocacy Resource Center for Housing (ARCH), having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

OPERATIONS UNDER HOUSING

Advocacy Resource Center for Housing (ARCH) will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. Advocacy Resource Center for Housing (ARCH) was granted funds in the amount of $1,056,738.75 for Homeless Prevention activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, and Data Collections.

The Subrecipient Agreement was entered between the Advocacy Resource Center for Housing (ARCH) and the Hidalgo County – Urban County Program on September 29, 2009 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with Advocacy Resource Center for Housing (ARCH) to be increased by $15,000.00 to be able to meet the threshold by the July 20, 2012 deadline. This amount came from the recaptured funds of other non-profit agencies.

The new grant amount for Advocacy Resource Center of Housing (ARCH) will be $ 1,071,738.75.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2012.

County:	**Non-Profit**
Hidalgo County	**Advocacy Resource Center of Housing**
_____	_____
Diana R. Serna	San Juana Maldonado
Urban County Director	Executive Director
Title	Title
_____	_____
Date	Date

AI-30757 **18. F.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Nancy Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Catholic Charities of the Rio Grande Valley (CCRGV) and the Hidalgo County Urban County Program. The amendment will not change the current budget, but will allow us to move funds within the current budget for Homeless Prevention. This will help Catholic Charities to assist families with financial assistance (i.e. rent, utilities, deposit).

BACKGROUND

The HPRP Program requires that a total of 100% of the HPRP funds be spent by July 20, 2012. Catholic Charities of the Rio Grande Valley (CCRGV) expenditure ratio is at 89.6%. The amendment will only change the amounts in the Homeless Prevention category, but will stay within the budget. No changes will be made in the Rapid Re-Housing category.

Activity	HOMELESS PREVENTION			RAPID RE-HOUSING		
	Current Budget	Difference	Revised Amount	Current Budget	Difference	Revised Amount
Financial Assistance	492,016.69	5,672.56	497,689.25	151,717.46	0.00	151,717.46
Housing Relocation & Stabilization	36,986.66	(2,949.34)	34,037.32	70,000.00	0.00	70,000.00
Data Collections	20,786.59	(759.68)	20,026.91	33,028.00	0.00	33,028.00
Administration	4,479.06	(1,963.54)	2,515.52	7,000.00	0.00	7,000.00
TOTALS	554,269.00	0.00	554,269.00	261,745.46	0.00	261,745.46

Attachments

Amend HPRP w CCRGV (to move funds)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/25/2012 11:26 AM
Perla Lopez	Perla Lopez	01/26/2012 02:14 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mary Flores Started On: 01/25/2012 10:26 AM

Final Approval Date: 01/31/2012

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

Catholic Charities of the Rio Grande Valley (CCRGV), having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

OPERATIONS UNDER HOUSING

Catholic Charities of the Rio Grande Valley (CCRGV) will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. Catholic Charities of the Rio Grande Valley was granted funds in the amount of $816,014.46 for both Homeless Prevention and Rapid Re-Housing activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, Data Collections, and Administration.

The subrecipients agreement was entered between Catholic Charities of the Rio Grande Valley and the Hidalgo County – Urban County Program on September 29, 2009 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting to amend the contract with Catholic Charities of the Rio Grande Valley to allow the transfer of funds in the amount of $5,672.56 from the following activity line items: Housing Relocation & Stabilization, Data Collection and Administration; to be transferred to the Financial Assistance activity line item. The transfer of funds will allow Catholic Charities to assist families with financial assistance (i.e. rent, utilities, deposit).

The budget amount for Catholic Charities of the Rio Grande Valley (CCRGV) will remain at $ 816,014.46.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON ___ of _____, 2012.

County:
Hidalgo County

_____
Diana R. Serna

Urban County Director
Title

_____

Non-Profit
Catholic Charities of the Rio Grande Valley

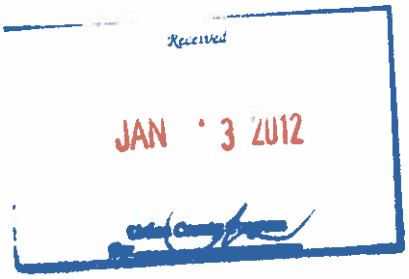
_____
Sr. Norma Pimentel

Executive Director
Title

_____

Catholic Charities
of the Rio Grande Valley

Providing help
Creating hope



January 13, 2012

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

RE: HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP) PLAN OF ACTION & BUDGET AMENDMENT

Dear Ms. Serna:

I would like to request a reallocation of funds for the Homeless Prevention and Rapid Re-Housing Program.

Reallocation request is as follows:

Homeless Prevention:

- Housing Relocation and Stabilization Services in the amount of $2,949.34 to be transferred to Homeless Prevention financial assistance.
- Data Collection and Evaluation in the amount of $759.68 to be transferred to Homeless Prevention financial assistance.
- Administrative Cost in the amount of $1,963.54 to be transferred to Homeless Prevention financial assistance.

CURRENT BUDGET			
ACTIVITY	Homeless Prevention	Rapid Re-Housing	TOTAL
Financial Assistance	$492,016.69	$151,717.46	$643,734.15
Housing Relocation & Stabilization	$36,986.66	$70,000.00	$106,986.66
Data Collections	$20,786.59	$33,028.00	$53,814.59
Administration	$4,479.06	$7,000.00	$11,479.06
TOTALS:	$554,269.00	$261,745.46	$816,014.46

700 N. Virgen de San Juan Blvd. * San Juan, Texas 78589 * (956) 702-4088 * Fax (956) 782-0418
955 W. Price * Brownsville, Texas 78520 * (956) 541-0220 * Fax (956) 544-7580

PROPOSED BUDGET			
ACTIVITY	Homeless Prevention	Rapid Re-Housing	TOTAL
Financial Assistance	$497,689.25	$151,717.46	$649,406.71
Housing Relocation & Stabilization	$34,037.32	$70,000.00	$104,037.32
Data Collections	$20,026.91	$33,028.00	$53,054.91
Administration	$2,515.52	$7,000.00	$9,515.52
TOTALS:	$554,269.00	$261,745.46	$816,014.46

Should you have any questions in regards to this request, please do not hesitate to call at (956) 702-4088 .

Respectfully submitted,

Sr. Norma Pimentel
Executive Director

700 N. Virgen de San Juan Blvd. * San Juan, Texas 78589 * (956) 702-4088 * Fax (956) 782-0418
955 W. Price * Brownsville, Texas 78520 * (956) 541-0220 * Fax (956) 544-7580

AI-30754 **18. G.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Nancy Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Advocacy Resource Center for Housing (ARCH) and the Hidalgo County Urban County Program. The amendment will not change the current budget, but will allow us to move funds within the current budget for Rapid Re-Housing. This will help Advocacy Resource Center for Housing (ARCH) to assist families with financial assistance (i.e. rent, utilities, deposits).

BACKGROUND

The HPRP Program requires that a total of 100% of the HPRP funds be spent by July 20, 2012. Advocacy Resource Center for Housing (ARCH) expenditure ratio is at 82.9%. The amendment will change the amounts in the Rapid Re-Housing category, but will stay within the budget.

Activity	HOMELESS PREVENTION			RAPID RE-HOUSING		
	Current Budget	Difference	Revised Amount	Current Budget	Difference	Revised Amount
Financial Assistance	236,875.00	0.00	236,875.00	207,597.05	31,233.03	238,830.08
Housing Relocation & Stabilization	274,793.24	0.00	274,793.24	192,247.70	(24,141.10)	168,106.60
Data Collections	72,432.00	0.00	72,432.00	72,432.00	(7,091.93)	65,340.07
Administration	180.88	0.00	180.88	180.88	0.00	180.88
TOTALS	584,281.12	0.00	584,281.12	472,457.63	0.00	472,457.63

Attachments

Amend HPRP w ARCH (to move funds)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/25/2012 10:19 AM
Perla Lopez	Perla Lopez	01/26/2012 01:58 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mary Flores Started On: 01/25/2012 08:48 AM

Final Approval Date: 01/31/2012

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

Advocacy Resource Center for Housing (ARCH), having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

OPERATIONS UNDER HOUSING

Advocacy Resource Center for Housing (ARCH) will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. Advocacy Resource Center for Housing (ARCH) was granted funds in the amount of $1,056,738.75 for both Homeless Prevention and Rapid Re-Housing activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, Data Collections, and Administration.

The subrecipients agreement was entered between Advocacy Resource Center for Housing and the Hidalgo County – Urban County Program on September 29, 2009 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting to amend the contract with Advocacy Resource Center for Housing (ARCH) to allow the transfer of funds in the amount of $31,233.03 from the following activity line items: Rapid Re-Housing Data Collections and Rapid Re-Housing Relocation & Stabilization funds; to be transferred to the Rapid Re-Housing Financial Assistance activity line item. The transfer of funds will allow Advocacy Resource Center for Housing to assist families with financial assistance (i.e. rent, utilities, deposit).

The budget amount for Advocacy Resource Center for Housing (ARCH) will remain at $ 1,056,738.75.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON ___ of _____, 2012.

County:	**Non-Profit**
Hidalgo County	**Advocacy Resource Center for Housing**
_____	_____
Diana R. Serna	San Juanita Maldonado
Urban County Director	Executive Director
Title	Title
_____	_____
Date	Date

ARCH
ADVOCACY RESOURCE CENTER FOR HOUSING

2507 Buddy Owens
McAllen, Texas 78504
Ph: (956) 631-4277
Fax: (956) 631-4277 (call-1st)

Received
JAN 17 2012

January 13, 2012

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

RE: HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP) - ESG Grant Number: S09UY480501 - Budget Amendment Request

Dear Ms. Serna:

Please consider this letter as a formal request for a budget amendment to our HPRP Grant. We are requesting to move $7,091.93 of our Rapid Re-Housing Data Collections funds and to move $24,141.10 of our Rapid Re-Housing Housing Relocation & Stabilization funds, for a total of $31,233.03 to our Rapid Re-Housing Financial Assistance category to be able to utilize the funds by assisting more clients and effectively completing our project.

Attached are copies of our original budget and our revised budget.

Should you have any questions in regards to this request, please do not hesitate to call at (956) 631-4277.

Thank you,

San Juana Maldonado

San Juanita Maldonado
Executive Director

SJM/jms

Attachments

ORIGINAL

FY 2009
HPRP Work Plan
ESG Grant Number: S09UY480501
$3,463,905.00

ADVOCACY RESOURCE CENTER FOR HOUSING					
Activity	**Homeless Prevention**		**Rapid Re-Housing**		**TOTAL Grant**
Financial Assistance	**Matrix**	**Grant**	**Matrix**	**Grant**	
1. Rental Assistance Short/Medium Term 2. Housing Security Deposits 3. Utility Payments Short/Medium Term 4. Moving Cost & Motel/Hotel Vouchers	**05Q** Subsistence Payments (Homeless Prevention) EXEMPT Section 58.34 (a)(4)	236,875.00	**08** Subsistence Payments (Homeless Assistance) EXEMPT Section 58.34 (a)(4)	207,597.05	444,472.05
Housing Relocation & Stabilization Service 1. Ourtreach Materials 2. Credit Repair Referral Fees 3. Management & Case Workers 4. Rent (Indirect Costs)	**05Q** Subsistence Payments (Homeless Prevention) EXEMPT Section 58.34 (a)(4)	274,793.24	**08** Subsistence Payments (Homeless Assistance) EXEMPT Section 58.34 (a)(4)	192,247.70	467,040.94
Data Collection & Evaluation 1. HMIS License Fee & Technical Support 2. Management & Case Workers	**05Q** Subsistence Payments (Homeless Prevention) EXEMPT Section 58.34 (a)(4)	72,432.00	**05Q** Subsistence Payments (Homeless Prevention) EXEMPT Section 58.34 (a)(4)	72,432.00	144,864.00
Administration	**21A** Administration EXEMPT Section 58.34 (a)(3)	180.88	**21A** Administration EXEMPT Section 58.34 (a)(3)	180.88	361.76
TOTAL GRANT AMOUNT:		$ 584,281.12		$ 472,457.63	$ 1,056,738.75

REVISED

FY 2009
HPRP Work Plan
ESG Grant Number: S09UY480501
$3,463,905.00

ADVOCACY RESOURCE CENTER FOR HOUSING					
Activity	**Homeless Prevention**		**Rapid Re-Housing**		**TOTAL Grant**
Financial Assistance	**Matrix**	**Grant**	**Matrix**	**Grant**	
1. Rental Assistance Short/Medium Term 2. Housing Security Deposits 3. Utility Payments Short/Medium Term 4. Moving Cost & Motel/Hotel Vouchers	**05Q** Subsistence Payments (Homeless Prevention) EXEMPT Section 58.34 (a)(4)	236,875.00	**08** Subsistence Payments (Homeless Assistance) EXEMPT Section 58.34 (a)(4)	238,830.08	475,705.08
Housing Relocation & Stabilization Service 1. Ourtreach Materials 2. Credit Repair Referral Fees 3. Management & Case Workers 4. Rent (Indirect Costs)	**05Q** Subsistence Payments (Homeless Prevention) EXEMPT Section 58.34 (a)(4)	274,793.24	**08** Subsistence Payments (Homeless Assistance) EXEMPT Section 58.34 (a)(4)	168,106.60	442,899.84
Data Collection & Evaluation 1. HMIS License Fee & Technical Support 2. Management & Case Workers	**05Q** Subsistence Payments (Homeless Prevention) EXEMPT Section 58.34 (a)(4)	72,432.00	**05Q** Subsistence Payments (Homeless Prevention) EXEMPT Section 58.34 (a)(4)	65,340.07	137,772.07
Administration	**21A** Administration EXEMPT Section 58.34 (a)(3)	180.88	**21A** Administration EXEMPT Section 58.34 (a)(3)	180.88	361.76
TOTAL GRANT AMOUNT:		$ 584,281.12		$ 472,457.63	**$ 1,056,738.75**

AI-30753 **18. H.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Pete De La Cruz **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of a Budget and Program Amendment for the City of Alamo Urban County Program Year 23 (2010).

BACKGROUND

The proposed amendment for the City of Alamo will affect the existing work plan in Year 23 (2010). A Public Hearing was held on Tuesday, January 17, 2012 at 7:00 p.m. and citizen participation requirements have been met. The amendment will transfer surplus funds of $2,800 from the Street Improvements line item into the Fire Station Equipment line item. The proposed budget & program amendment will allow for the complete funding of the 2011 Fire Station Equipment bond payments due in February 2012 & August 2012, and include a new Solar Light Project under Street Improvement at Durante Avenue and Main Street to include purchase and installation of solar lights. See attached letter from the City of Alamo & the detailed Public Hearing Notice.

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 Year 23 (2010) funds. No budget increase to proposed amendment.

Attachments

City of Alamo Budget and Program Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/25/2012 08:49 AM
Perla Lopez	Perla Lopez	01/26/2012 01:41 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mary Flores Started On: 01/25/2012 08:36 AM

Final Approval Date: 01/31/2012

Diana Martinez
Mayor

Trino Medina
Mayor Pro-Tem

Maria del Pilar Garza
Commissioner

Eleazar Escobedo
Commissioner

Victor Perez
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY



January 18, 2012

Mr. Pete de la Cruz
CD Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr Texas 78577

Re: Program and budget amendment for FY2010

Dear Pete:

This is to inform you that the Board of Commissioners of the City of Alamo approved the above referenced program and budget amendment at a Regular Meeting of January 17, 2012.

If you have any questions, please feel free to call me at your earliest convenience.

Sincerely,

Jaime S. Sandoval
CPD Director

Attachments

PUBLIC HEARING NOTICE
CITY OF ALAMO
URBAN COUNTY PROGRAM

PUBLISHED ON JANUARY 11, 2012

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **City of Alamo** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget & program amendment to its Urban County Program **Year 23 (2010).**

The Public Hearing will be held on **Tuesday, January 17, 2012 at 7:00PM** at the **Alamo City Hall Office located at 420 North Tower Road, Alamo, Texas 78516.**

Existing	Year 23 (2010) Activities	Proposed
$101,134.75	Street Improvements (-2,800.00)	$ 98,334.75
$ 32,296.00	Fire Station Equipment (+2,800.00)	$ 35,096.00
$133,430.75	**TOTALS:**	**$133,430.75**

The proposed amendment will include a **Transfer of surplus funds** from the Street Improvements line item into the Fire Station Equipment line item for the continuation of funding for the 2011 Fire Station Equipment bond Payment due on February 2012 and August 2012., Surplus funds in the amount of $58,581.82 will remain in the street improvements line item, but will include a new project to the 2010 fiscal year. The new project includes the Purchase and installation of solar lights at Duranta Ave. and Main Street, an already approved 2009 project.

Accommodations for individuals with handicaps shall be provided upon request.

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

For more information, please come by our office at **1916 Tesoro Blvd., Pharr Texas 78577** or call **(956) 787-8127.**

Written comments may be forwarded to:

Mayor Diana Martinez
City of Alamo
Alamo, Texas 78516
(956)-787-0006

CITY OF ALAMO
CITIZEN ATTENDANCE LIST
CITY COMMISSION MEETING
January 17, 2012

NAME	ADDRESS
Cyd Adams	ACC-131
Keith Haelland	801 Main St.
Herb Moering	Royal Palms MH Park
Carrol Moering	Alamo Chamber of Commerce
Gloria J Espinosa	Alamo Chamber.
Erma Chavez	Chamber
Eulalio Ramirez	DHA
mark Loz—	City
Jules Villarreal	city of Alamo
Raimundo Espinoza	Alamo F.D
ARTURO ESPINOSA	Alamo Police
ENRIQUE GUZMAN	CITY - FINANCE
Jaime Sandoval	COA
Rosel Landa	Citizen
Margie Saenz	

AI-30685 **18. I.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Irene Montoya **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bid and approval of contract for the demolition and reconstruction of (1) Unit in the City of Elsa in the amount of $44,890.00 to Benchmark Construction.

BACKGROUND

The applicant was approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on September 27, 2011. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, November 9, 2011.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

Approval of contract City of Elsa/ Benchmark Construction

Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/19/2012 03:39 PM
Perla Lopez	Perla Lopez	01/26/2012 01:34 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Mary Flores Started On: 01/19/2012 03:27 PM

Final Approval Date: 01/31/2012

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: November 09, 2011 Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of One (1) Unit in the Countywide Area of Hidalgo, One (1) Unit in the city of Alamo, One (1) Unit in the city of Edinburg, One (1) Unit in the city of Elsa, One (1) unit in the city of Peñitas, one (1) unit in the city of San Juan, One (1) unit in the city of Mercedes

Grant #: M-10-UC-48-0501-ET

BENCHMARK CONSTRUCTION, LLC

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	R. MEDRANO	$44,890.00	BB INCLUDED
2	M. RINCON	$60,000.00	BB INCLUDED
3	E. ALANIZ	$37,890.00	BB INCLUDED
4	A. TIJERINA	$44,890.00	BB INCLUDED
5	R. GARZA	$37,890.00	BB INCLUDED
6	O. CUELLAR	$46,980.00	BB INCLUDED
7	H. CUELLAR	$44,890.00	BB INCLUDED
8	R. RIVERA	$44,890.00	BB INCLUDED
9	M. BALLI	$44,890.00	BB INCLUDED

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	R. MEDRANO	$45,880.00	BB INCLUDED
2	M. RINCON	$56,880.00	BB INCLUDED
3	E. ALANIZ	$36,880.00	BB INCLUDED
4	A. TIJERINA	$46,240.00	BB INCLUDED
5	R. GARZA	$37,240.00	BB INCLUDED
6	O. CUELLAR	$50,880.00	BB INCLUDED
7	H. CUELLAR	$44,880.00	BB INCLUDED
8	R. RIVERA	$46,240.00	BB INCLUDED
9	M. BALLI	$45,880.00	BB INCLUDED

DE LEON CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	R. MEDRANO	$47,000.00	BB INCLUDED
2	M. RINCON	$58,000.00	BB INCLUDED
3	E. ALANIZ	NO BID	N/A
4	A. TIJERINA	NO BID	N/A
5	R. GARZA	NO BID	N/A
6	O. CUELLAR	NO BID	N/A
7	H. CUELLAR	NO BID	N/A
8	R. RIVERA	$47,000.00	BB INCLUDED
9	M. BALLI	NO BID	N/A

JR LIMAS CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	R. MEDRANO	$45,868.00	CC INCLUDED
2	M. RINCON	NO BID	N/A
3	E. ALANIZ	$37,290.00	CC INCLUDED
4	A. TIJERINA	$45,868.00	CC INCLUDED
5	R. GARZA	$37,290.00	CC INCLUDED
6	O. CUELLAR	NO BID	N/A
7	H. CUELLAR	$45,868.00	CC INCLUDED
8	R. RIVERA	$45,868.00	CC INCLUDED
9	M. BALLI	$45,868.00	CC INCLUDED

ARGO CONSTRUCTION, LLC

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	R. MEDRANO	$47,189.00	CC INCLUDED
2	M. RINCON	$59,840.00	CC INCLUDED
3	E. ALANIZ	$39,780.00	CC INCLUDED
4	A. TIJERINA	$46,740.00	CC INCLUDED
5	R. GARZA	$37,705.00	CC INCLUDED
6	O. CUELLAR	$54,889.00	CC INCLUDED
7	H. CUELLAR	$46,740.00	CC INCLUDED
8	R. RIVERA	$52,890.00	CC INCLUDED
9	M. BALLI	$46,740.00	CC INCLUDED

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **February 7, 2012**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Abelardo Tijerina Jr. & Carolina G. Tijerina**

BORROWER'S ADDRESS: **205 Wista St.,**
P.O. Box 1521
Elsa, TX 78543

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **George Boghs, Benchmark Construction**

CONTRACTOR'S ADDRESS: **119 N. 17th St., McAllen, TX 78504**

NOTE:

$44,890.00 Mechanic's Lien Note dated **February 7, 2012** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **February 7, 2012**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **February 7, 2012** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$44,890.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii)

the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or

its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS**

AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Abelardo Tijerina Jr.

_____

Carolina G. Tijerina

CONTRACTOR'S SIGNATURE:

_____

George Boghs
Benchmark Construction

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Abelardo Tijerina Jr.** of HIDALGO COUNTY, on **February 7, 2012.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Carolina G. Tijerina** of HIDALGO COUNTY, on **February 7, 2012.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **George Boghs, Benchmark Construction** on **February 7, 2012.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A tract of land measuring 100 feet North and South by 150 feet East and West out of FARM TRACT FIVE HUNDRED FIFTY-FIVE (555), West Tract Subdivision, Hidalgo County Texas and being the same property formerly know as Lot Two(2) and Three (3), Block Six (6) McDaniel Addition to the City of Edcouch, as per map or plat thereof recorded in Volume 2, Page 34-37 , Map Records, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2011

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: Debbie Valdez
Valley Insurance Provider PO Drawer 3783 McAllen TX 78502	PHONE (A/C, No, Ext): (956) 787-8636 FAX (A/C, No): (956) 787-7232 E-MAIL ADDRESS: dvaldez@vip-ins.net PRODUCER CUSTOMER ID #: 4762

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bm Benchmark Construction P. O. Box 720083 McAllen TX 78504-0000	INSURER A: Evanston - Lga	
	INSURER B: Essex - Surplus	
	INSURER C: Tower National Insurance Company	29203
	INSURER D: Texas Mutual Fund Insuran	
	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	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			CL421400613	07/07/2011	07/07/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			04731880-1	06/02/2011	06/02/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,001
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $			XOMS391011	07/14/2011	07/07/2012	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SBP-0001173304 2011	10/14/2011	10/14/2012	WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
1916 TESORO ST.
PHARR TX 78577-

CANCELLATION

AI 000313

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

ACORD 25 (2009/09)

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AI-30679 **19. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Yvonne Ramon **Submitted By:** Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Approval of 2012 certification of revenues, as certified by the County Auditor, for 2011 Chapter 19 funds.

2. Approval of 2012 appropriation of funds for Chapter 19 funds (1283) in the amount of $8,175.90.

BACKGROUND

Election Code: Chapter 19 Financing of Voter Registration related activities for the Election Administration Department. Funding is generated through the initial, canceled, and updated registrations of voters in Hidalgo County. State funds disbursed under this chapter may be used only to defray expenses of the registrar's office in connection with voter registration.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 2-1283-XXX-00-130-018-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $8,175.90

Attachments

FY2011 Beg. Bal.
ch. 19 sos
sos ch. 19
budget amendment
cert of revenues

Form Review

Inbox	Reviewed By	Date
Veronica Lopez	Veronica Lopez	01/24/2012 01:49 PM
Budget & Management	Merlen P. Munoz	01/24/2012 02:07 PM
Roland Garcia	Rolando Garcia	01/27/2012 10:30 AM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Veronica Lopez Started On: 01/19/2012 11:09 AM

Final Approval Date: 01/31/2012

Hidalgo County - Chapter 19 Ledger for Fiscal Year 2011

Yvonne Ramon
Elections Administrator
100 E. Cano
P.O. Box 659
Edinburg, TX 78540-0659

SOS#	ReqID	Payee	Description	Date Paid	Warrant	Expense	Adj	Balance
	13161	FY 2011 BEGINNING BALANCE				$0.00	$0.00	$8,175.90

TEXAS SECRETARY of STATE
HOPE ANDRADE

Hidalgo County - 2010 Voter Registration Activity Statement

2010 Activity Statement results have been certified.

ACTIVITY	2010 Totals		REIMBURSEMENT
New	13,270	x 0.25	$3,317.50
Cancellations	877	x 0.40	$350.80
Reimbursements/Changes	11,269	x 0.40	$4,507.60
Number of Voters as of January 1, 2011	281,129		

GRAND TOTAL = $8,175.90

Reimbursement Allocations Summary

Summary of Reimbursement Allocations:

Section 19.002(a) states:

> Issuance of warrants by comptroller. (a) Each registrar is entitled to receive the sum of the following amounts:
>
> (1) 25 cents multiplied by the number of initial registrations certified under Section 19.001(a)(1);
> (2) 40 cents multiplied by the number of canceled registrations certified under Section 19.001(a)(2);
> (3) 40 cents multiplied by the number of updated registrations under Section 19.001(a)(3); and
> (4) in each even-numbered year, 40 cents multiplied by the difference between the number of registered voters and the number of initial registrations certified for the two previous voting years.

Summary of Reimbursable Changes:
Changes for which a county is eligible for reimbursement are: 1) changes submitted by the voter through a change form; 2) Texas Online application or other written means; 3) changes submitted by a voter through a voter registration application or certificate; 4) completion of a statement of residence form; or 5) completion of a confirmation response form. 6) A county is also eligible for reimbursement for any change of address due to 911 standardization/changes.

Summary of Non-reimbursable Changes:
Changes that are not reimbursable are: changes made to a voter's registration record to correct an erroneous precinct number; clerical corrections; correcting jurisdictional information; or changes due to redistricting, misspellings or birth dates.

Summary of Reimbursable Cancellations:
A reimbursement of 40 cents is provided for cancellations under Section 16.031(a) (1) or Section 16.033. 1) notice from voter indicating new address is outside of the county, including an application form or through the Texas Online application; 2) response to address confirmation notice indicating new address is outside the county; 3) cancellation following a notice of examination; 4) conviction of a felony—(Note that often times inaccurate or incomplete data is received on a felon. We strongly recommend that all felony notifications be sent a notice of examination, rather than immediately canceling the voter. By canceling the voter under the notice of examination, this qualifies your office for a reimbursable cancellation under Section 16.033).

Summary on Non-reimbursable Cancellations:
The reimbursement does not include cancellations based on: 1) receipt of abstract of death; 2) final judgment of the voter's mental incompetence; 3) notice of a voter's disqualification to be registered as a result of an election contest; 4) notice from a voter registrar in another state that a Texas voter has reregistered; 5) notice from the Secretary of State that the voter is a duplicate, based on driver's license or social security information; 6) at a voter's request to be cancelled.

DATE: January 20, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 2-1283-XXX-00-130-018-1-XXX

2012
Budget Amendment
AI- 30679

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2-1283-414-00-130-018-1- 336	**2011 Chapter 19 Funding- Computer Srv**	**$8,175.90**
2-1283-334-10-130-018-1- 000	**2011 Chapter 19 Funding- Revenue**	**$8,175.90**
TOTAL BUDGET INCREASE (DECREASE)		**$8,175.90**

Reason: Appropriate funding from 2011 Ch. 19 Funds into Computer Services for future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE ____/____/____

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

February 02, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of program income generated from the rental of voting machines. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$8,175.90	2011 Chapter 19 Allocation

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/3/12
Date

FEB 3 AM 8 55

BUDGET

HIDALGO



AI- 30679 27. 0.

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Yvonne Ramon **Submitted By:** Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

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Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 2-1283-XXX-00-130-018-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $8,175.90

Attachments

FY2011 Beg. Bal.
ch. 19 sos
sos ch. 19
budget amendment

Form Review

Inbox	Reviewed By	Date
Veronica Lopez	Veronica Lopez	01/24/2012 01:49 PM
Budget & Management	Merlen P. Munoz	01/24/2012 02:07 PM
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Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Veronica Lopez **Started On:** 01/19/2012 11:09 AM

Final Approval Date: 01/31/2012

DATE: January 20, 2012

2012
Budget Amendment
AI- 30679

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 2-1283-XXX-00-130-018-1-XXX

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

/ /
DATE

ATTEST COUNTY CLERK

Hidalgo County - Chapter 19 Ledger for Fiscal Year 2011

Yvonne Ramon
Elections Administrator
100 E. Cano
P.O. Box 659
Edinburg, TX 78540-0659

SOS#	ReqID	Payee	Description	Date Paid	Warrant	Expense	Adj	Balance
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TEXAS SECRETARY of STATE

HOPE ANDRADE

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Summary of Reimbursable Changes:
Changes for which a county is eligible for reimbursement are: 1) changes submitted by the voter through a change form; 2) Texas Online application or other written means; 3) changes submitted by a voter through a voter registration application or certificate; 4) completion of a statement of residence form; or 5) completion of a confirmation response form. 6) A county is also eligible for reimbursement for any change of address due to 911 standardization/changes.

Summary of Non-reimbursable Changes:
Changes that are not reimbursable are: changes made to a voter's registration record to correct an erroneous precinct number; clerical corrections; correcting jurisdictional information; or changes due to redistricting, misspellings or birth dates.

Summary of Reimbursable Cancellations:
A reimbursement of 40 cents is provided for cancellations under Section 16.031(a) (1) or Section 16.033. 1) notice from voter indicating new address is outside of the county, including an application form or through the Texas Online application; 2) response to address confirmation notice indicating new address is outside the county; 3) cancellation following a notice of examination; 4) conviction of a felony—(Note that often times inaccurate or incomplete data is received on a felon. We strongly recommend that all felony notifications be sent a notice of examination, rather than immediately canceling the voter. By canceling the voter under the notice of examination, this qualifies your office for a reimbursable cancellation under Section 16.033).

Summary on Non-reimbursable Cancellations:
The reimbursement does not include cancellations based on: 1) receipt of abstract of death; 2) final judgment of the voter's mental incompetence; 3) notice of a voter's disqualification to be registered as a result of an election contest; 4) notice from a voter registrar in another state that a Texas voter has reregistered; 5) notice from the Secretary of State that the voter is a duplicate, based on driver's license or social security information; 6) at a voter's request to be cancelled.

AI-30873 **19. B.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and/or action, including but not limited to Elections and Redistricting

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/01/2012 01:53 PM
Roland Garcia	Rolando Garcia	02/03/2012 05:23 PM
Budget & Management	Merlen P. Munoz	02/01/2012 01:53 PM
Roland Garcia	Rolando Garcia	02/03/2012 05:23 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 02/01/2012 01:39 PM

AI-30681 **19. C.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Yvonne Ramon **Submitted By:** Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Approval of 2012 certification of revenues, as certified by the County Auditor for 2011 HAVA Program Income.

2. Approval of 2012 appropriation of funds for HAVA Program Income (1283) in the amount of $128,975.39.

3. Approval of 2012 appropriation of funds for HAVA Program Income ADA's (1283) in the amount of $22,785.73

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 2-1283-414-00-130-01X-8-336

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $151,761.12
Funding available for appropriation as of 01/20/12

Appropriation of funds into program 016 $128,975.39
Appropriation of funds into program 019 $ 22,785.73

Attachments

revised BA 016

REVISED BA 019

cert of rev.

Form Review

Inbox	Reviewed By	Date
Veronica Lopez	Veronica Lopez	01/24/2012 01:52 PM
Budget & Management	Merlen P. Munoz	01/24/2012 02:08 PM
Roland Garcia	Rolando Garcia	01/27/2012 10:30 AM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Veronica Lopez Started On: 01/19/2012 11:25 AM

Final Approval Date: 01/31/2012

DATE: January 20, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 2-1283-414-00-130-016-8-336

2012
Budget Amendments
AI- 30681
2

COUNTY ELECTIONS ADMINISTRATOR
HIDALGO COUNTY, TEXAS

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2-1283-414-00-130-016-8- 336	**HAVA Program Income of ADA's- Computer Services**	**$128,975.39**
2-1283-362-10-130-016-8- 000	**HAVA Program Income- Rental Revenues of ADA's**	**$128,975.39**
TOTAL BUDGET INCREASE (DECREASE)		**$128,975.39**

Reason: Appropriate funding from HAVA Program Income funds in the amount of $128,975.39 from proceeds received for rental of voting equipment leased for school and city elections during 2010 & 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE ____/____/____

ATTEST COUNTY CLERK

DATE: January 20, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 2-1283-414-00-130-019-8-336

2012
Budget Amendments
AI- 30681
4

COUNTY ELECTIONS ADMINISTRATOR
HIDALGO COUNTY, TEXAS

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2-1283-414-00-130-019-8- 336	**HAVA Program Income of ADA's- Computer Services**	**$22,785.73**
2-1283-362-10-130-019-8- 000	**HAVA Program Income- Rental Revenues of ADA's**	**$22,785.73**
TOTAL BUDGET INCREASE (DECREASE)		**$22,785.73**

Reason: Appropriate funding from HAVA Program Income funds of ADA's in the amount of $22.785.73 from proceeds received for rental of voting equipment leased for school and city elections during 2010 & 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE ____/____/____

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

February 01, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of program income generated from the rental of voting machines. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$128,975.39	HAVA Program Income – Rental Revenues
$ 22,785.73	HAVA Program Income – Rental Revenues of ADA's

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/1/12
Date

2012 FEB 2 PM 1 37
HIDALGO
BUDGET

HIDALGO COUNTY
texas
)0 N. Closner Blvd.
dinburg, Texas 78539

Hidalgo County
Elections Department
101 S. 10th St.
P.O. Box 659
Edinburg, Texas 78540
Office: (956) 318-2570
Fax: (956) 318-2569

Memorandum

To: **Ray Eufracio, County Auditor**

From: **Yvonne Ramón- Elections Administrator**

Date: **January 19, 2012**

Subject: **Certification of Revenues**

Please assist the Elections Department by preparing a certification of revenues letter for 2010 and 2011 HAVA Program Income for the total amount of $151,761.12.

Program	2010	2011
016	$4,263.46	$124,711.93
019	$1,155.00	$21,630.73
Total	**$5,418.46**	**$146,342.66**

Agenda Item # 30681 has been created for the above mentioned budget appropriations (02/07/12).

Thank you for continued cooperation. If you have any questions, please contact me at (956) 318-2570.

5,418.46+
146,342.66+
002
151,761.12*

AI-30681 27. 0.

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Yvonne Ramon **Submitted By:** Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Approval of 2012 certification of revenues, as certified by the County Auditor for 2011 HAVA Program Income.

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BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 2-1283-414-00-130-01X-8-336

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

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Appropriation of funds into program 019 $ 22,785.73

Attachments

BA 016
BA 019

Form Review

Inbox	Reviewed By	Date
Veronica Lopez	Veronica Lopez	01/24/2012 01:52 PM
Budget & Management	Merlen P. Munoz	01/24/2012 02:08 PM
Roland Garcia	Rolando Garcia	01/27/2012 10:30 AM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Veronica Lopez Started On: 01/19/2012 11:25 AM

Final Approval Date: 01/31/2012

DATE: January 20, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

2012
Budget Amendments
AI- 30681
2

ACCOUNT NUMBER: 2-1283-414-00-130-016-8-336

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE,** GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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TOTAL BUDGET INCREASE (DECREASE)		$128,975.39

Reason: Appropriate funding from HAVA Program Income funds in the amount of $128,975.39 from proceeds received for rental of voting equipment leased for school and city elections during 2010 & 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 20, 2012

2012
Budget Amendments
AI- 30681
4

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 2-1283-414-00-130-019-8-336

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

/ /
DATE

ATTEST COUNTY CLERK

Help America Vote Act (HAVA)

Office of the
Secretary of State
State of Texas

Program Income for Hidalgo County

REPORT PROGRAM INCOME

Title I, Section 102

(Voting System Replacement)

May 1, 2003 thru December 31, 2003	$0.00
January 1, 2004 thru December 31, 2004	$0.00
January 1, 2005 thru December 31, 2005	$0.00
January 1, 2006 thru December 31, 2006	4825.29
January 1, 2007 thru December 31, 2007	5415
January 1, 2008 thru December 31, 2008	5070.56
January 1, 2009 thru December 31, 2009	7119.1
January 1, 2010 thru September 30, 2010	12852.9
October 1, 2010 thru September 30, 2011	24423.73

REPORT PROGRAM INCOME

Title II, Section 251

(Voting System Accessibility and General HAVA Compliance Grants)

June 17, 2004 thru September 30, 2005	$0.00
October 1, 2005 thru September 30, 2006	$0.00
October 1, 2006 thru September 30, 2007	55484.72
October 1, 2007 thru September 30, 2008	27473.74
October 1, 2008 thru September 30, 2009	42494.22
October 1, 2009 thru September 30, 2010	104611.23
October 1, 2010 thru September 30, 2011	127337.38

COMMENTS

Submit Home

X
Rafy Eufracio

Revised 12/16/11 2:32 pm

ENTITY	SERVICE TYPE	ELECTIONS DATE	ELECTIONS INVOCE TOTAL	ELECTION SERVICES	PROGRAM INCOME 016 (INCLUDING 10%)	PROGRAM INCOME 019 (INCLUDING 10%)	TOTAL PROGRAM INCOME	(IF NEEDED) 10% RESERVE (GF ONLY)	TOTAL ELECTION COST	No. of Machines	TREASURERS RECEIPT	TRASURERS RECEIPT DATE	Fees for Voting Machines	Price	Admin Fee	Title I Sec. 102	Title II Sec. 251	Title II Sec. 251 Other	Variance
La Joya ISD	Election Services	9/18/2010	18,098.71	11,663.86	4,113.46	1,155.00	5,268.46	1,166.39	18,098.71	14	A142571	12/1/2010	$ 2,100.00	$ 150.00	$ 15.00	$ 300.00	$ 1,800.00		$ -
													2,310.00			$ 30.00	$ 180.00		prg 008
																$ 422.64	$ 2,535.82		prg 007
																14%	86%	100%	prg 009,010
															TOTAL	$ 752.64	$ 4,515.82	$ 5,268.46	
City of granjeno		5/8/2010	1,241.37	9.80	150.00	-	150.00	0.98	160.78	4	A142571	12/1/2010	$ 600.00	$ 150.00	$ 15.00	$ 150.00	$ 450.00	$ -	$ -
													660.00			$ 15.00	$ 45.00		prg 008
																$ (127.50)	$ (382.50)		prg 007
																25%	75%	100%	prg 009,010
															TOTAL	$ 37.50	$ 112.50	$ 150.00	
City of La Joya		5/8/2010	7,155.33	4,133.08	2,278.95	330.00	2,608.95	413.30	7,155.33	6	A143779	1/26/2011	$ 900.00	$ 150.00	$ 15.00	$ 150.00	$ 750.00	$ -	$ -
													990.00			$ 15.00	$ 75.00	$ -	prg 008
																$ 269.83	$ 1,349.13		prg 007
																17%	83%	100%	prg 009,010
															TOTAL	$ 434.83	$ 2,174.13	$ 2,608.95	
City of La Joya		6/12/2010	8,287.47	5,193.14	2,245.01	330.00	2,575.01	519.32	8,287.47	6	A143779	1/26/2011	$ 900.00	$ 150.00	$ 15.00	$ 150.00	$ 750.00		$ (0.00)
													990.00			$ 15.00	$ 75.00		prg 008
																$ 264.17	$ 1,320.84		prg 007
																17%	83%	100%	prg 009,010
															TOTAL	$ 429.17	$ 2,145.84	$ 2,575.01	
Weslaco ISD		5/8/2010	9,050.82	4,666.25	3,422.96	495.00	3,917.96	466.61	9,050.82	10.5	A143779	1/26/2011	$ 1,575.00	$ 150.00	$ 15.00	$ 600.00	$ 975.00		$ 0.01
													1,732.50			$ 60.00	$ 97.50		prg 008
																$ 832.55	$ 1,352.90		prg 007
																38%	62%	100%	prg 009,010
															TOTAL	$ 1,492.55	$ 2,425.40	$ 3,917.95	
City of Alamo		2009	750.00	-	550.00	200.00	750.00	-	750.00	7	A143779	1/26/2011	$ 700.00	$ 100.00	$ -	$ 200.00	$ 500.00		$ 0.00
													750.00			$ 14.30	$ 35.70		prg 008
																$ -	$ -		prg 007
																29%	71%	100%	prg 009,010
															TOTAL	$ 214.30	$ 535.70	$ 750.00	
La Villa ISD		11/2/2010	7,595.26	4,792.87	2,199.35	123.75	2,323.10	479.29	7,595.26	8	A1444537	2/25/2011	$ 450.00	$ 56.25	$ 5.63	$ -	$ 450.00		$ -
													495.04			$ -	$ 45.04		prg 008
																$ -	$ 1,828.06		prg 007
															TOTAL	0%	100%	100%	prg 009,010
																$ -	$ 2,323.10	$ 2,323.10	
Edinburg ISD		11/2/2010	15,053.42	1,634.06	12,980.00	275.96	13,255.96	163.40	15,053.42	53	A1444537	2/25/2011	$ 7,950.00	$ 150.00	$ 15.00	$ 1,350.00	$ 6,600.00	$ -	$ 0.00
													8,745.00			$ 135.00	$ 660.00	$ -	prg 008
																$ 766.01	$ 3,744.95	-	prg 007
																17%	83%	100%	prg 009,010
															TOTAL	$ 2,251.01	$ 11,004.95	$ 13,255.96	
Mercedes ISD		11/2/2010	14,790.41	9,373.92	4,025.35	453.75	4,479.10	937.39	14,790.41	25	A1444537	2/25/2011	$ 1,725.00	$ 69.00	$ 6.90	$ 276.00	$ 1,449.00		$ (0.00)
													1,897.50			$ 27.60	$ 144.90		prg 008
																$ 413.06	$ 2,168.54		prg 007
																16%	84%	100.00%	prg 009,010
															TOTAL	$ 716.66	$ 3,762.44	$ 4,479.10	
Monte Alto		11/2/2010	9,022.62	4,895.47	3,321.35	316.25	3,637.60	489.55	9,022.62	19	144537	2/25/2011	$ 1,050.00	$ 55.26	$ 5.53	$ 331.58	$ 718.42	$ -	$ (0.00)
													1,155.07			$ 33.18	$ 71.89		prg 008

ENTITY	SERVICE TYPE	ELECTIONS DATE	ELECTIONS INVOCE TOTAL	ELECTION SERVICES	PROGRAM INCOME 016 (INCLUDING 10%)	PROGRAM INCOME 019 (INCLUDING 10%)	TOTAL PROGRAM INCOME	(IF NEEDED) 10% RESERVE (GF ONLY)	TOTAL ELECTION COST	No. of Machines	TREASURERS RECEIPT	TRASURERS RECEIPT DATE	Fees for Voting Machines	Price	Admin Fee	Title I Sec. 102	Title II Sec. 251	Title II Sec. 251 Other	Variance
																$ 783.96	$ 1,698.57		prg 007
																32%	68%	100%	prg 009,010
															TOTAL	$ 1,148.72	$ 2,488.89	$ 3,637.60	
PSJA ISD		11/2/2010	49,517.07	33,583.61	10,842.60	1,732.50	12,575.10	3,358.36	49,517.07	90	A144537	2/25/2011	$ 6,450.00	$ 71.67	$ 7.17	$ 1,146.67	$ 5,303.33	$ -	$ 0.00
													7,095.00			$ 114.67	$ 530.33		prg 008
																$ 974.24	$ 4,505.86		prg 007
																18%	82%	100%	prg 009,010
															TOTAL	$ 2,235.57	$ 10,339.53	$ 12,575.10	
City of La Villa		5/8/2010	1,281.19	16.00	933.59	330.00	1,263.59	1.60	1,281.19	4	A144810	3/4/2011	$ 600.00	$ 150.00	$ 15.00	$ 150.00	$ 450.00	$ -	$ -
													660.00			$ 15.00	$ 45.00		prg 008
																$ 150.90	$ 452.69		prg 007
																25%	75%	100%	prg 009,010
																$ 315.90	$ 947.69	$ 1,263.59	
City of Weslaco		6/12/2010	9,105.65	5,936.94	2,245.01	330.00	2,575.01	593.69	9,105.64	6	A144810	3/4/2011	$ 900.00	$ 150.00	$ 15.00	$ 150.00	$ 750.00	$ -	$ (0.00)
													990.00			$ 15.00	$ 75.00		prg 008
																$ 264.17	$ 1,320.84		prg 007
																17%	83%	100%	prg 009,010
															TOTAL	$ 429.17	$ 2,145.84	$ 2,575.01	
La Joya ISD		11/2/2010	28,034.01	18,838.55	6,514.10	797.50	7,311.60	1,883.86	28,034.01	53	A144810	3/4/2011	$ 3,500.00	$ 66.04	$ 6.60	$ 858.49	$ 2,641.51	$ -	$ 0.00
													3,850.00			$ 85.85	$ 264.15		prg 008
																$ 849.07	$ 2,612.53		prg 007
																25%	75%	100%	prg 009,010
															TOTAL	$ 1,793.41	$ 5,518.19	$ 7,311.60	
City of granjeno		5/8/2010	1,241.37	9.80	150.00	-	150.00	0.98	160.78	4	A144810	3/4/2011	$ 600.00	$ 150.00	$ 15.00	$ -	$ 600.00	$ -	$ -
													660.00			$ -	$ 60.00		prg 008
																$ -	$ (510.00)		prg 007
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 150.00	$ 150.00	
City of Weslaco		5/14/2011	13,156.25	8,100.23	1,196.02	-	1,196.02	810.02	10,106.27	21	A145396	3/30/2011	$ 1,575.00	$ 75.00	$ 7.50	$ 225.00	$ 1,350.00	$ -	$ 0.00
													1,732.50			$ 22.50	$ 135.00		prg 008
																$ (76.64)	$ (459.84)		prg 007
																14%	86%	100%	prg 009,010
															TOTAL	$ 170.86	$ 1,025.16	$ 1,196.02	
Progreso ISD		5/14/2011	11,398.74	6,787.49	1,139.87	-	1,139.87	678.75	8,606.11	8	A145501	4/4/2011	$ 1,200.00	$ 150.00	$ 15.00	$ -	$ 1,200.00	$ -	$ -
													1,320.00			$ -	$ 120.00		prg 008
																$ -	$ (180.13)		prg 007
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 1,139.87	$ 1,139.87	
Donna ISD		11/2/2010	17,589.40	9,923.45	5,917.35	756.25	6,673.60	992.35	17,589.40	45	A146816	5/25/2011	$ 2,825.00	$ 62.78	$ 6.28	$ 439.44	$ 2,385.56	$ -	$ 0.00
													3,107.50			$ 43.94	$ 238.56		prg 008
																$ 554.73	$ 3,011.37		prg 007
																16%	84%	100%	prg 009,010
															TOTAL	$ 1,038.12	$ 5,635.48	$ 6,673.60	
City of Palmview		11/2/2010	9,178.30	2,756.00	1,447.55	110.00	1,557.55	275.60	4,589.15	19	A146816	5/25/2011	$ 475.00	$ 25.00	$ 2.50	$ 75.00	$ 400.00	$ -	$ 0.00
													522.50			$ 7.50	$ 40.00		prg 008
																$ 163.43	$ 871.62		prg 007
																16%	84%	100%	prg 009,010

ENTITY	SERVICE TYPE	ELECTIONS DATE	ELECTIONS INVOCE TOTAL	ELECTION SERVICES	PROGRAM INCOME 016 (INCLUDING 10%)	PROGRAM INCOME 019 (INCLUDING 10%)	TOTAL PROGRAM INCOME	(IE-NEEDED) 10% RESERVE (GF ONLY)	TOTAL ELECTION COST	No. of Machines	TREASURERS RECEIPT	TRASURERS RECEIPT DATE	Fees for Voting Machines	Price	Admin Fee	Title I Sec. 102	Title II Sec. 251	Title II Sec. 251 Other	Variance
															TOTAL	$ 245.93	$ 1,311.62	$ 1,557.55	
City of Palmview		11/2/2010	9,178.30	2,756.00	1,447.55	110.00	1,557.55	275.60	4,589.15	19	A145114	3/18/2011	$ 475.00	$ 25.00	$ 2.50	$ 75.00	$ 400.00	$ -	$ 0.00
													522.50			$ 7.50	$ 40.00		prg 008
																$ 163.43	$ 871.62		prg 007
																16%	84%	100%	prg 009,010
															TOTAL	$ 245.93	$ 1,311.62	$ 1,557.55	
City of Donna		5/14/2011	3,958.25	361.11	359.84		359.84	36.11	757.06	8	A145114	3/18/2011	$ 1,200.00	$ 150.00	$ 15.00	$ -	$ 1,200.00	$ -	$ -
													1,320.00			$ -	$ 120.00		prg 008
																$ -	$ (960.16)		prg 007
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 359.84	$ 359.84	
City of granjeno		5/8/2010	1,241.37	9.60	150.00		150.00	0.98	160.78	4	A145114	3/18/2011	$ 600.00	$ 150.00	$ 15.00	$ -	$ 600.00	$ -	$ -
													660.00			$ -	$ 60.00		prg 008
																$ -	$ (510.00)		prg 007
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 150.00	$ 150.00	
Edcouch ISD		11/2/2010	12,846.21	7,831.46	3,832.85	398.75	4,231.60	783.15	12,846.21	25	A147129	6/8/2011	$ 1,525.00	$ 61.00	$ 6.10	$ 183.00	$ 1,342.00	$ -	$ -
													1,677.50			$ 18.30	$ 134.20		prg 008
																$ 306.49	$ 2,247.61		prg 007
																12%	88%	100%	prg 009,010
															TOTAL	$ 507.79	$ 3,723.81	$ 4,231.60	
City of granjeno		5/8/2010	1,241.37	9.80	150.59	330.00	480.59	0.98	491.37	4	A147629	6/29/2011	$ 600.00	$ 150.00	$ 15.00	$ -	$ 600.00	$ -	$ -
													660.00			$ -	$ 60.00		prg 008
																$ -	$ (179.41)		prg 007
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 480.59	$ 480.59	
Mcallen ISD		5/14/2011	26,242.07	15,450.99	7,760.98	1,485.00	9,245.98	1,545.10	26,242.07	33	A147629	6/29/2011	$ 4,950.00	$ 150.00	$ 15.00	$ -	$ 4,950.00	$ -	$ -
													5,445.00			$ -	$ 495.00		prg 008
																$ -	$ 3,800.98		prg 007
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 9,245.98	$ 9,245.98	
City of Edinburg		5/14/2011	6,497.93	209.43	3,957.56	2,310.00	6,267.56	20.94	6,497.93	22	148322	7/26/2011	$ 3,300.00	$ 150.00	$ 15.00	$ 300.00	$ 3,000.00	$ -	$ -
													3,630.00			$ 30.00	$ 300.00		prg 008
																$ 239.78	$ 2,397.78		prg 007
																9%	91%	100%	prg 009,010
															TOTAL	$ 569.78	$ 5,697.78	$ 6,267.56	
City of McAllen		5/14/2011	8,188.55	391.36	6,273.05	1,485.00	7,758.05	39.14	8,188.55	27	148322	7/26/2011	$ 4,050.00	$ 150.00	$ 15.00	$ 450.00	$ 3,600.00	$ -	$ 0.00
													4,455.00			$ 45.00	$ 360.00		prg 008
																$ 367.01	$ 2,936.04		prg 007
																11%	89%	100%	prg 009,010
															TOTAL	$ 862.01	$ 6,896.04	$ 7,758.05	
City of Edcouch		5/14/2011	2,092.74	19.70	1,741.07	330.00	2,071.07	1.97	2,092.74	6	148322	7/26/2011	$ 900.00	$ 150.00	$ 15.00	$ -	$ 900.00	$ -	$ -
													990.00			$ -	$ 90.00		prg 008
																$ -	$ 1,081.07		prg 007
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 2,071.07	$ 2,071.07	
City of Progreso		5/10/2008	1,350.00	-	550.00	800.00	1,350.00	-	1,350.00	12	148322	7/26/2011	$ 1,200.00	$ 100.00	$ 10.00	$ -	$ 1,200.00	$ -	$ -

ENTITY	SERVICE TYPE	ELECTIONS DATE	ELECTIONS INVOCE TOTAL	ELECTION SERVICES	PROGRAM INCOME 016 (INCLUDING 10%)	PROGRAM INCOME 019 (INCLUDING 10%)	TOTAL PROGRAM INCOME	(IF NEEDED) 10% RESERVE (GF ONLY)	TOTAL ELECTION COST	No. of Machines	TREASURERS RECEIPT	TRASURERS RECEIPT DATE	Fees for Voting Machines	Price	Admin Fee	Title I Sec. 102	Title II Sec. 251	Title II Sec. 251 Other	Variance
													1,320.00			$ -	$ 120.00		prg 008
																$ -	$ 30.00		prg 007
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 1,350.00	$ 1,350.00	
City of Weslaco		5/14/2011	13,695.64	8,355.14	3,762.48	742.50	4,504.98	835.51	13,695.64	20	148322	7/26/2011	$ 2,025.00	$ 101.25	$ 10.13	$ 708.75	$ 1,316.25	$ -	$ 0.00
													2,227.60			$ 70.91	$ 131.69		prg 008
																$ 797.08	$ 1,480.30		prg 007
																35%	65%	100%	prg 009,010
															TOTAL	$ 1,576.74	$ 2,928.24	$ 4,504.98	
City of Mercedes		5/14/2011	9,947.41	5,977.65	3,041.98	330.00	3,371.98	597.77	9,947.41	7	148322	7/26/2011	$ 1,050.00	$ 150.00	$ 15.00	$ 150.00	$ 900.00	$ -	$ 0.00
													1,155.00			$ 15.00	$ 90.00		prg 008
																$ 316.71	$ 1,900.27		prg 007
																14%	86%	100%	prg 009,010
															TOTAL	$ 481.71	$ 2,890.27	$ 3,371.98	
City of Donna		5/14/2011	3,630.11	182.32	2,739.72	330.00	3,069.72	18.23	3,270.28	8	148322	7/26/2011	$ 1,200.00	$ 150.00	$ 15.00	$ 150.00	$ 1,050.00	$ -	$ (0.00)
													1,320.00			$ 15.00	$ 105.00		prg 008
																$ 218.72	$ 1,531.01		prg 007
																13%	88%	100%	prg 009,010
															TOTAL	$ 383.72	$ 2,686.01	$ 3,069.72	
City of Palmhurst		5/14/2011	9,145.27	5,148.44	3,151.98	330.00	3,481.98	514.84	9,145.27	8	148322	7/26/2011	$ 1,200.00	$ 150.00	$ 15.00	$ 300.00	$ 900.00	$ -	$ -
													1,320.00			$ 15.00	$ 105.00		prg 008
																$ 540.50	$ 1,621.49		prg 007
																25%	75%	100%	prg 009,010
															TOTAL	$ 855.50	$ 2,626.49	$ 3,481.98	
City of La Joya		5/14/2011	3,374.31	97.50	2,937.06	330.00	3,267.06	9.75	3,374.32	6	148322	7/26/2011	$ 900.00	$ 150.00	$ 15.00	$ 300.00	$ 600.00	$ -	$ -
													990.00			$ 30.00	$ 60.00		prg 008
																$ 759.02	$ 1,518.04		prg 007
																33%	67%	100%	prg 009,010
															TOTAL	$ 1,089.02	$ 2,178.04	$ 3,267.06	
City of Weslaco		5/14/2011	8,658.27	4,865.70	1,862.46	247.50	2,109.96	486.57	7,462.23	9	148290	7/25/2011	$ 675.00	$ 75.00	$ 7.50	$ 150.00	$ 525.00	$ -	$ (0.00)
													742.50			$ 15.00	$ 52.50		prg 008
																$ 303.88	$ 1,063.58		prg 007
																22%	78%	100%	prg 009,010
															TOTAL	$ 468.88	$ 1,641.08	$ 2,109.96	
City of Mercedes		6/18/2011	9,409.57	5,717.52	2,790.29	330.00	3,120.29	571.75	9,409.57	7	148290	7/25/2011	$ 1,050.00	$ 150.00	$ 15.00	$ 300.00	$ 750.00	$ -	$ -
													1,155.00			$ 30.00	$ 75.00		prg 008
																$ 561.51	$ 1,403.78		prg 007
																29%	71%	100%	prg 009,010
															TOTAL	$ 891.51	$ 2,228.78	$ 3,120.29	
City of Donna		6/18/2011	9,099.94	5,406.04	2,823.29	330.00	3,153.29	540.60	9,099.94	8	148940	8/16/2011	$ 1,200.00	$ 150.00	$ 15.00	$ 150.00	$ 1,050.00	$ -	$ -
													1,320.00			$ 15.00	$ 105.00		prg 008
																$ 229.16	$ 1,604.13		prg 007
																13%	88%	100%	prg 009,010
															TOTAL	$ 394.16	$ 2,759.13	$ 3,153.29	
City of Sullivan		5/14/2011	8,745.79	4,945.28	3,575.98	500.00	4,075.98	494.53	9,515.79	7	149137	8/23/2011	$ 1,050.00	$ 150.00	$ 15.00	$ -	$ 1,050.00	$ -	$ -
													1,155.00			$ -	$ 105.00		prg 008
																$ -	$ 2,920.98		prg 007

ENTITY	SERVICE TYPE	ELECTIONS DATE	ELECTIONS INVOCE TOTAL	ELECTION SERVICES	PROGRAM INCOME 016 (INCLUDING 10%)	PROGRAM INCOME 019 (INCLUDING 10%)	TOTAL PROGRAM INCOME	(IE-NEEDED) 10% RESERVE (GF ONLY)	TOTAL ELECTION COST	No. of Machines	TREASURERS RECEIPT	TRASURERS RECEIPT DATE	Fees for Voting Machines	Price	Admin Fee	Title I Sec. 102	Title II Sec. 251	Title II Sec. 251 Other	Variance
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 4,075.98	$ 4,075.98	
City of San Juan		5/14/2011	3,894.59	232.76	3,143.56	495.00	3,638.56	23.28	3,894.59	9	149738	9/16/2011	$ 1,350.00	$ 150.00	$ 15.00	$ 450.00	$ 900.00	$ -	$ 0.00
													1,485.00			$ 45.00	$ 90.00		prg 008
																$ 717.85	$ 1,435.71		prg 007
																33%	67%	100%	prg 009,010
															TOTAL	$ 1,212.85	$ 2,425.71	$ 3,638.56	
City of Progreso		5/14/2011	8,937.59	4,709.64	2,122.11	495.00	2,617.11	470.96	7,797.72	8	149738	9/16/2011	$ 1,200.00	$ 150.00	$ 15.00	$ -	$ 1,200.00	$ -	$ -
													1,320.00			$ -	$ 120.00		prg 008
																$ -	$ 1,297.11		prg 007
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 2,617.11	$ 2,617.11	
PSJA ISD		8/27/2011	5,991.92	1,304.70	3,071.75	1,485.00	4,556.75	130.47	5,991.92	18	149972	9/27/2011	$ 2,700.00	$ 150.00	$ 15.00	$ 450.00	$ 2,250.00	$ -	$ (0.00)
													2,970.00			$ 45.00	$ 225.00		prg 008
																$ 264.46	$ 1,322.29		prg 007
																17%	83%	100%	prg 009,010
															TOTAL	$ 759.46	$ 3,797.29	$ 4,556.75	
City of La Villa		5/14/2011	1,658.56	17.50	1,309.31	330.00	1,639.31	1.75	1,658.56	4	149869	9/22/2011	$ 600.00	$ 150.00	$ 15.00	$ -	$ 600.00	$ -	$ -
													660.00			$ -	$ 60.00		prg 008
																$ -	$ 979.31		prg 007
																0%	100%	100%	prg 009,010
															TOTAL	$ -	$ 1,639.31	$ 1,639.31	
City of Penitas		5/14/2011	1,292.69	17.50	943.44	330.00	1,273.44	1.75	1,292.69	4	149869	9/22/2011	$ 600.00	$ 150.00	$ 15.00	$ 150.00	$ 450.00	$ -	$ -
													660.00			$ 15.00	$ 45.00		prg 008
																$ 153.36	$ 460.08		prg 007
																25%	75%	100%	prg 009,010
															TOTAL	$ 318.36	$ 955.08	$ 1,273.44	
City of Elsa		5/14/2011	3,900.72	155.82	1,000.00	-	1,000.00	15.58	1,171.40	10	150366	10/11/2011	$ 1,500.00	$ 150.00	$ 15.00	$ 150.00	$ 1,350.00	$ -	$ -
													1,650.00			$ 15.00	$ 135.00		prg 008
																$ (65.00)	$ (585.00)		prg 007
																10%	90%	100%	prg 009,010
															TOTAL	$ 100.00	$ 900.00	$ 1,000.00	

2011 PROGRAM INCOME	TITLE I	TITLE II	TOTAL
	$ 24,423.73	$ 127,337.39	$ 151,761.12

REVENUE REPORT	2011	2010	2010 & 2011
PROGRAM 016	$ 124,711.93	$ 4,263.46	
PROGRAM 019	$ 21,630.73	$ 1,155.00	
	146,342.66	5,418.46	151,761.12

AI-30772 **20. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

Obesity Prevention (1292):
1. Approval and Acceptance of the Obesity and Prevention Program between DSHS and Hidalgo County Health & Human Services WIC Department in the amount of $8,000.00 starting 10/1/11 thru 09/30/12.
2. Approval of Certification of Revenues as certified by the County Auditor for FY2012 Obesity Prevention Program.

BACKGROUND

Budget represents initial funding from the Texas Department of State Health Services.

No County Match - State Funds

2012 Contract Funding Letter

Attachments

State Award Letter
cert of revenues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/25/2012 03:05 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Margarita Gonzalez Started On: 01/25/2012 11:51 AM

Final Approval Date: 01/31/2012

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

September 1, 2011

RECEIVED
SEP 06 2011
By

Norma L. Longoria, WIC Director
LA #012, Hidalgo County Health & Human Services
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

FY 2012 WIC contracts, effective dates October 1, 2011 through March 31, 2012, are currently being prepared and entered into our system. **Please note that this is an initial six month contract.** Midway through the six months time period the contract will be extended through September 2012 to cover the full year. This will happen with a formal contract amendment at which time the second six months of funding will be added to the contract. A breakdown of the total "not to exceed" is outlined in the table below. A copy of the contract will be sent out to agencies for signature once all have been entered in late September.

In order to help your agency with budgeting, we have provided you with the following initial six month funding amounts:

Project	Project Contact	Initial Amount	Type of Allocation		
			Admin	NE	BF
WIC Funding	Benny Jasso benny.jasso@dshs.state.tx.us (512) 341-4573	**$5,595,362.00**	X	X	X
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx,us (512) 341-4593	**$467,945.00**			X
Registered Dietician	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	**$23,000.00**	X	X	X
Obesity	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	**$8,000.00**		X	
Lactation Services	Helen Sullivan hellen.sullivan@dshs.state.tx.us (512) 341-4591	**$25,000.00**			X
Total Contract "Not to Exceed" Amount		**$ 6,119,307.00**			

Please note that these are initial funding amounts. These amounts may be adjusted at any time during the contracting period. Your agency will be notified by Letter of Amendment for any adjustments to your funding. Letters of Amendments for the Clinical Practicum and Dietetic Internship will be sent out separately at a later date.

In order for the State Agency to track these expenditures, please bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13).* In order to capture all special project expenditures, continue to bill on a separate voucher once you exceed the allocation amount listed above. Any amount over your allocation will be charged appropriately to your regular funding.

Remember to label each voucher with the specific project name you are billing for as well as listing allocations to Administrative, Nutrition Education (NE) and Breast feeding (BF) costs. Vouchers without allocations listed will not be applied toward your NE or BF expenditures. Grants that may only be allocated to one category will be applied to that category.

This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy. Requests for purchases should be submitted electronically to the Contract Development and Support Branch email box at: cdsb@dshs.state.tx.us.

If you have any questions or require additional information regarding your special projects, please use the project contact information listed above. Questions concerning billing should be directed to Alisin Genfan at (512) 776-3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

Linda Bo

for Mike Montgomery, Section Director
Nutrition Services Section

Attachment

AG

Special Projects*

Not all agencies are approved for all special projects. Please refer to cover letter.

Peer Counselor- This funding can be used for training and salaries of peer counselors who assist pregnant and breastfeeding WIC participants. It can also be used for communication equipment you may have requested and travel expenses peer counselors may incur in the course of performing their job duties or attending training and/or conferences.

Please note, the peer counselor allocation in this contract is not your entire FY2012 allocation. The State Agency will provide the second six months funding once the contract is extended to a full year. This will happen through a contract amendment which will be sent out at a later date.

Allocations are made based upon the following criteria: number of pregnant and breastfeeding women served, retaining counselors established with previous discretionary funding, prevalence of serving rural and remote locations, and breastfeeding rates.

Registered Dietician (RD) - Use this special funding for reimbursement of RD duties such as:

- Assisting with the Quality Assurance Program (i.e., ongoing evaluation of individual counseling, nutrition education classes, clinical procedures, etc.).
- Assisting with the implementation of Value Enhanced Nutrition Assessment (VENA).
- Providing staff training on nutrition-related topics and nutrition assessment procedures.
- Assisting with your local agency's WIC Certification Specialist Program.
- Developing and implementing a quality assurance program.
- Assisting with completion and application of the *Nutrition Education, Breastfeeding and Training Plan.*
- Providing high-risk individual counseling.
- Conducting facilitated discussion nutrition education classes.
- Consultation regarding the appropriate issuance of special formulas.

Please note the following:

- All local agencies are required to have an RD on staff or on contract (*WIC Policy GA:14.0*).
- You must follow *Policy AC: 16.0 – Allowable Costs – Professional Contract Services*, when securing the services of an RD consultant via contract.
- Use a separate *State of Texas Purchase Voucher (form B-13*) to bill the state for RD services funded by this special allocation. Specify on the face of the voucher that this is reimbursement for an RD consultant or to defray the cost of a staff RD.
- Prior to contracting with the RD, the RD should provide you with a copy of his/her registration card from the Commission on Dietetic Registration. This is proof that the consultant is an RD.

The State Agency plans to reallocate any unused RD funds later this fiscal year. At that time, funds will be shifted from local agencies that have not used their funds to local agencies that need additional funding.

Obesity- Obesity Prevention Project funding may be used to pay for staff time and expenses related to the project as detailed in your accepted project budget. Please be advised that acceptance of your project does not relieve you of the responsibility to seek State Agency approval for a specific dollar threshold related to particular items if State Policy requires it.

Lactation Services- funds are being provided to help your agency provide breastfeeding assistance to WIC participants and WIC staff. This funding can be used for contract or regular WIC employees. You will be reimbursed for the following expenses:

1. To reimburse local agencies for fees paid to:
   - Counsel WIC moms with breastfeeding problems that are beyond the expertise of WIC staff.
   - Provide training to WIC staff, conduct special breastfeeding classes or support group sessions, or assist with WIC-sponsored workshops for health-care professionals.
2. To reimburse local agency staff for fees paid to prepare for (i.e., study materials) or take the International Board of Lactation Consultant Examiners (IBLCE) exam. See www.iblce.org for more information.
3. To pay for equipment that would complement lactation consults such as nipple shields and shells, nursing bras, large and extra large breast pump flanges, and supplemental nursing systems.
4. To pay for staff reference books and teaching aids such as breastfeeding dolls, stuffed breasts, belly balls, flip charts and other teaching tools.
5. To pay for equipment to establish and supply a nursing room to be used for lactation consultations and a private place for WIC moms to nurse and pump. Examples include chairs, pillows, stools, side table, lamps, peer counselor desk and chair, and dividers for privacy.

Clinical Lactation Practicum – These funds are provided to offer scholarship recipients an opportunity for direct observation, instruction, and demonstration of breastfeeding support and counseling. Students examine examples of lactation consultation performed by an experienced board-certified lactation consultant, one-to-one in a dynamic clinic setting. All allowable travel costs will be reimbursed.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

January 31, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 8,000.00	Award No. 2012-039974001 NSS/WIC LOCAL AGENCY – Obesity Prevention

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/2/12
Date

FEB 2 PM 1 07

BUDGET

HIDALGO

HIDALGO COUNTY DISTRICT JUDGES

ARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-30749 **21. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Approval of Interlocal Agreement between the City of Mission and the County of Hidalgo for the widening and reconstruction of Mile 2 North Rd.

2. Approval of Interlocal Agreement Project for the widening and reconstruction of Mile 2 North Road from an existing two lane rural roadway to four lane curb and gutter facility from SH 107 to La Homa Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-099-0-841

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

BUDGETARY IMPACT:

Available funds pending approval of transfer. Refer to AI - 30814 (2/7/12 CC).

Attachments

Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/25/2012 08:48 AM
Perla Lopez	Perla Lopez	01/30/2012 08:34 AM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Norma Ceballos Started On: 01/25/2012 08:16 AM

Final Approval Date: 01/31/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 7th day of February, 2012, by and between the **CITY OF MISSION, TEXAS,** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, Mile 2 North from SH 107 (Conway) to SH 364 (La Homa Road) is an important and critical integral infrastructure connecting link corridor within Hidalgo County;

WHEREAS, Texas Department of Transportation ("TxDOT"), HCMPO, Mission and County have identified the need to widen and reconstruct Mile 2 North from an existing two-lane rural roadway to a four-lane curb & gutter facility (the "Road");

WHEREAS, TxDOT, Mission and County have allocated Federal, State and local funds to fully fund the acquisition of right of way, adjustment of utilities and construction of the Corridor Road;

WHEREAS, the segment of the project from SH 107 to Moorefield Road is within the corporate limits of Mission, while the segment from Moorefield Road to La Homa Road lies within County jurisdiction;

WHEREAS, Mission has taken the lead by incurring cost for the development of schematics, preliminary office right of way mapping, hydrologic map for identification of proposed outfalls, preliminary utility research, the required public involvement and, completion of the environmental document for the entire Road;

WHEREAS, Mission has incurred the cost of Plan's Specification's and Estimate ("PS&E") for the section of the Road from SH 107 to Inspiration Road;

WHEREAS, County will incur the costs of PS&E associated with the segment from Inspiration Road to Moorefield Road.

WHEREAS, the Road serves as a connecting link and an integral part of the County road system and such Road improvements are in the best interest of the County and City;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

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

1. The County and City agree in cooperation with TxDOT it is in their mutual best interest to widen and reconstruct the Road from an existing two lane rural roadway to a four lane curb and gutter facility (the "Road Improvements").

2. The County agrees to provide, Mission and TxDot the PS&E necessary to complete the section of the Road Improvements from Inspiration Road to La Homa Road.

3. The City has agreed to provide, at its cost, the development of schematics, preliminary office right of way mapping, hydrologic map for identification of proposed outfalls, preliminary utility research, the required public involvement, completion of the environmental document for the Road. The City also agrees to provide, its costs, PS&E from SH107 to Inspiration Road.

4. The City has or will, at its cost, agreed to provide the PS&E from SH 107 to Inspiration Road.

5. The City consents to County providing PS&E from Moorefield Road to Inspiration Road.

6. The parties agree that City and County will each inspect and accept the Road prior to declaring such work as completed.

7. The parties further agree that upon completion of the Road Improvements, each party shall be responsible for the maintenance and operation of the Road within

each party's respective jurisdiction to the extent TxDOT does not maintain the Road.

8. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

9. **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.

10. **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 City and County, and not otherwise.

11. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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 Mission:

City of Mission
Attention: Mayor Norberto Salinas
1201 E. 8th Street
Mission, Texas 78572

If to County:

County of Hidalgo
Attention: County Judge Ramon Garcia
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct No.3
P.O. Box 607
Mission, Texas 78572

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 City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

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.

THE CITY OF MISSION

_____
Norberto Salinas, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to desire to widen and reconstruct Mile 2 North road from an existing two lane rural roadway to a four lane curb and gutter facility from SH 107 to Moorefield Road is within the corporate limits of Mission, while the segment from Moorefield Road to La Homa Road (the "Road Improvements") through an Interlocal Cooperation Agreement to be entered into with the City of Mission, Texas, and Hidalgo County.

By vote on_____ 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-30932 **22. A.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT & CO's 2006 (fund 1315 & 1336):
1. Approval of certification of revenues as certified by the County Auditor for various TXDOT projects and 10th St project.

2. Approval of 2011 appropriation of funds for various TXDOT projects and for the 10th St. project in the total amount of $422,076.34.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** fund 1315 & 1336

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

BUDGETARY IMPACT:

Appropriation of 2011 expenditures and revenues in the amount of $422,076.34 in relation to various TXDOT projects and the 10th St. project.

Attachments

Budget Amendment & Cert. of Rev. letter

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	02/03/2012 03:06 PM
Budget & Management	Merlen P. Munoz	02/03/2012 03:10 PM
Sylvia Solis	Sylvia Solis	02/03/2012 04:17 PM
Ivan Cantu (Originator)	Ivan Cantu	02/03/2012 03:06 PM
Budget & Management	Merlen P. Munoz	02/03/2012 03:10 PM
Sylvia Solis	Sylvia Solis	02/03/2012 04:17 PM
Auditor's Office		
Purchasing Department		

Form Started By: Ivan Cantu Started On: 02/03/2012 02:02 PM

DATE: January 25, 2012

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office
1-1315-431-00-xxx-xxx-x-xxx
1-1315-334-30-xxx-xxx-x-xxx
1-1315-337-00-121-001-0-000
1-1336-431-00-124-030-0-711

ACCOUNT NUMBER: 1-1336-337-00-124-001-0-000

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1315-431-00-121-037-0-841	TXDOT-FM88-AID TO GOVT AGENCY	69,495.49
1-1315-334-30-121-002-0-000	INTERGOVT'L REV-TXDOT-FM88	69,495.49
1-1315-431-00-122-025-0-841	TXDOT-FM2061 JACKSN(DCKR-1.5MS RDGE)-AID	154.47
1-1315-334-30-122-001-0-000	INTERGOVT'L REV - TXDOT - FM2061	154.47
1-1315-431-00-123-070-0-841	TXDOT-FM681(SH107-FM2221/FM492)-AID GOVT	234,049.87
1-1315-334-30-123-004-0-000	INTERGOVT'L REV - TXDOT - FM681	234,049.87
1-1315-431-00-123-071-0-841	TXDOT-FM2221/FM492(FM681-SH364)-AID GOVT	115,187.18
1-1315-334-30-123-005-0-000	INTERGOVT'L REV - TXDOT - FM2221	115,187.18
1-1315-431-00-121-037-0-841	TXDOT-FM88-AID TO GOVT AGENCY	3,069.77
1-1315-337-00-121-001-0-000	INTERGOVT'L REV-ELSA-FM88	3,069.77
1-1336-431-00-124-030-0-711	C.O,.2006-PCT4-10TH ST(SH107-FM1925)-ROW	119.56
1-1336-337-00-124-001-0-000	INTERGOVT'L REV-EDINBURG-10 TH ST	119.56
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: To Appropriate for actual expenditures incurred for various TXDOT projects and 10 TH Street project and record the estimate revenues.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

January 25, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from interlocal agreements with TXDOT, City of Elsa, and City of Edinburg. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

HIDALGO COUNTY BUDGET OFFICE FEB 1 PM 12

AMOUNT	INTERLOCAL AGREEMENT
$ 69,495.49	TXDOT – FM 88
$ 154.47	TXDOT – FM 2061
$234,049.87	TXDOT – FM 681
$115,187.18	TXDOT – FM 2221
$ 3,069.77	City of Elsa – FM 88
$ 119.56	City of Edinburg – 10th Street
Total $422,076.34	

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/25/11
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Account No/Description			Debit		Credit
1-1315-126-20-000-007-0-000 DUE FROM STATE-TXDOT-FM88					
		* Beginning Balance	.00		81,131.87
* Receipts					
DATE RECEIPT NO. BATCH	RECEIVED FROM	DESCRIPTION			
02/03/11 144022 20 19045	ST.COMPTROLLER FM 88 P#2	FM 88 P#2			10,173.13
		Total:			10,173.13
* Payments					
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR			
08/30/11 0400013899	CCD-0009-A P#10	12830 152005 TEXAS DEPT OF T	91,193.00	Pay back to TXDOT for over-reimbursement in 2008	
10/04/11 0400013964	FM88 P#8	13399 229245 SIERRA TITLE OF	69,495.49	Deferred	
		Total:	160,688.49		
* Journal Entries					
DATE REFERENCE BATCH	DESCRIPTION				
12/29/11 JE-15948 15065	RCL PRT CK11850 FM88P10 REC FE 2008 Exp		76.00		
12/29/11 JE-15948 15065	RCL PRT CK12969 FM88P10 REC FE 2010 Exp		36.00		
		Total:	112.00		
		* Ending Balance	69,495.49		.00
1-1315-126-20-000-013-0-000 DUE FROM STATE-TXDOT-FM681					
		* Beginning Balance	.00		.00
* Payments					
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR			
11/29/11 0400014034	FM681 P#75	14373 229245 SIERRA TITLE OF	23,435.67		
12/06/11 0400014048	FM681 P#47	14484 229245 SIERRA TITLE OF	9,328.10		
12/06/11 0400014049	FM681 P#54	14484 229245 SIERRA TITLE OF	67,142.65		
01/24/12 0400014117	FM681 P#64	15386 229245 SIERRA TITLE OF	60,077.39		
01/24/12 0400014118	FM681 P#50 FM681 P#59	15386 229245 SIERRA TITLE OF	36,576.90 37,489.16		
		Total:	~~196,560.71~~	234,049.87 Deferred	
		* Ending Balance	196,560.71	234,049.87	.00
1-1315-126-20-000-014-0-000 DUE FROM STATE-TXDOT-FM2221/FM492					
		* Beginning Balance	.00		.00
* Payments					
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR			
11/15/11 0400014016	FM2221 P#17	14152 229245 SIERRA TITLE OF	97,586.27		
12/12/11 0400014058	FM#2221 P#18	14594 229245 SIERRA TITLE OF	17,600.91		
		Total:	115,187.18	Deferred	
		* Ending Balance	115,187.18		.00
1-1315-126-30-000-005-0-000 DUE FROM OTHER GOVT-ELSA-FM88					
		* Beginning Balance	39,188.42		.00
* Payments					
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR			
10/04/11 0400013964	FM88 P#8	13399 229245 SIERRA TITLE OF	3,069.77	Deferred	
		Total:	3,069.77		
		* Ending Balance	42,258.19		.00

1-1315-126-20-000-004-0-000 DUE FROM STATE-TXDOT-FM2061 FLDWY-FM3072

FM2061 P#15C Edwards Abstract And Title Co 15447 Deferred

Account No/Description				Debit	Credit
1-1336-126-30-000-000-0-000 DUE FROM OTHER GOVT-EDINBURG-10TH ST.					
			*** Beginning Balance**	46,665.34	.00
*** Payments**					
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH	VENDOR		
06/07/11 0400013773	HID001-0099 P#32	11322	2666 ATLAS & HALL, I	104.58	
06/07/11 0400013773	HID001-0099 P#32	11322	2666 ATLAS & HALL, I	14.98	
			Total:	119.56 Deferred	
			*** Ending Balance**	46,784.90	.00

AI-30937 **22. B.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Sergio Cruz **Submitted By:** Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to modify Phase II of "Operation: Clean Slate" to proceed with the "Enhanced Collections Program" comprised of the following:

1. Implement an "Internal Scofflaw Program" to enforce collections for outstanding JP fines and fees
2. Explore inclusion of outstanding County Court and District Court debt to the "Enhanced Collections Program" and "Internal Scofflaw Program"

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact; this item is for discussion.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/03/2012 04:07 PM
Manuel Chapa	Merlen P. Munoz	02/03/2012 04:35 PM
Roland Garcia	Rolando Garcia	02/03/2012 05:21 PM
Budget & Management	Merlen P. Munoz	02/03/2012 04:07 PM
Manuel Chapa	Merlen P. Munoz	02/03/2012 04:35 PM
Roland Garcia	Rolando Garcia	02/03/2012 05:21 PM
Auditor's Office		
Purchasing Department		

Form Started By: Perla Lopez Started On: 02/03/2012 03:58 PM

AI-30680 **23. A. 4.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of pre-qualified firms submitting Statements of Qualifications for establishment of a "Pool" (as listed on the RFQ Acceptance Sheet attached hereto) for engagement through the established statutory and local protocol (i.e.-nomination by user, ranking by cc, negotiation of an agreement, etc.) on an "As Needed basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

a. Architectural Services (RFQ No. 2012-001-01-18-MSS)
b. Engineering Services (RFQ No. 2012-002-01-18-CGA)
c. Engineering Services -Geotechnical & Construction Materials Testing (RFQ No. 2011-003-01-18-SMA)
d. Real Estate Appraiser Services (RFQ No. 2012-004-01-18-YZV)
e. Surveyor Services (RFQ No. 2012-005-01-18-YZV)
f. Construction Management Services (RFQ No. 2012-006-01-18-YSI)

with the effective date of said "pools" February 09, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** various

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

BUDGETARY IMPACT:

Each elected office, department, program or agency would need to provide for funding for services required.
Purchases are on an as needed basis. See exp report for funding sources and available balances.

Attachments

2012-001-01-18-MSS -Acceptance & Participation Log for Architectural Services Pool 2012

2012-002-01-18-CGA-Participation & Acceptance Logs

Log for Engineering Services

2012-003-01-18-SMA -Participation & Acceptance log for Geotechnical & Construction Materials Testing Pool

2012-004-01-18-YZV -Participation & Acceptance Log for Appraisal Services

2012-005-005-01-18-YZV -Participation & Acceptance Log for Surveyors Services

2012-006-01-18-YSI -Participation & Acceptance Logs for Construction Management Pool

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Moises Salazar Started On: 01/19/2012

Final Approval Date: 01/31/2012

HIDALGO COUNTY PURCHASING DEPARTMENT														
RFQ-REFERRAL POOL														
DESCRIPTION: "PROFESSIONAL ARCHITECTURAL SERVICES-HIDALGO COUNTY"													RFQ NO: 2012-001-01-18-MSS	
RFQ ACCEPTANCE DATE: JANUARY 18, 2012													ACCPETANCE OPENING TIME: 9:30 A.M.	
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 9, 2012 THROUGH FEBRUARY 8, 2013														
AREA OF SPECIALIZATION														
No.	NAME OF FIRM	Design and Construction of Multi-level Parking Structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations/ Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#1	**Polkinghorn Group Architects** 248 Addie Roy Road, Suite B-301 Austin, TX 78746 512-327-4404	√	√	√	√	√	√	√		√	√	√			
#2	**Ortiz Architecture and Environmental** Juan Carlos Ortiz, Jr., AIA LEED 723 South Nebraska Ave. Weslaco, Tx 78596 Ph: 956-867-6969 Fax: 956-968-1945	√	√	√	√	√	√	√	√	√	√	√	√	√	
#3	**ERO International, LLP** 300 South 8th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 eochoa@eroarchitects.com WEB: www.eroarchitects.com	√	√	√	√	√	√	√	√	√	√	√	√	√	
#4	**Alcocer, Garcia & Associates** Eduardo Alcocer, President 1333 E. Jasmine Avenue McAllen, Texas 78501 Ph: 956-618-2007 Fax: 956-618-2008		√	√	√	√	√	√	√	√	√	√		√	
#5	V-A ARCHITECTS Reynaldo Vargas, Architect, Inc. 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 v-aarchitecture@att.net	√	√	√	√	√	√	√	√	√	√	√	√	√	
#6	**GIGNAC & Associates, LLP** 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 rgignac@gignac-associates.com			√	√	√	√	√	√	√	√	√		√	

HIDALGO COUNTY PURCHASING DEPARTMENT														
RFQ-REFERRAL POOL														
DESCRIPTION: "PROFESSIONAL ARCHITECTURAL SERVICES-HIDALGO COUNTY"													RFQ NO: 2012-001-01-18-MSS	
RFQ ACCEPTANCE DATE: JANUARY 18, 2012													ACCPETANCE OPENING TIME: 9:30 A.M.	
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 9, 2012 THROUGH FEBRUARY 8, 2013														
AREA OF SPECIALIZATION														
No.	NAME OF FIRM	Design and Construction of Multi-level Parking Structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations/ Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#7	**Mata-Garcia Architects, LLP** 1314 Ivy Ave. McAllen, TX 78501 956-631-1945 fmata@matagarcia-architects.com		√	√	√	√	√	√	√	√	√	√	√	√	
#8	**Megamorphosis, Inc.** 1409 N. Stuart Place Rd Ste D Harlingen, Texas 78552 p 956-428-1779 f 956-425-5886 mega@megamorphosisdesign.net		√	√	√	√	√	√	√	√	√	√			
#9	**Dannenbaum Engineering Company –McAllen, LLC** 1109 Nolana Loop – Suite 208 McAllen, TX 78504 (956) 682-3677 suzie.crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com		√	√	√	√	√	√	√	√	√	√	√	√	
#10	**IDE*A Group LLC** Jesus Bustos, AIA Principal 1409 Galveston Ave. McAllen, Tx 78501 Ph:686-6806		√	√		√		√	√	√	√	√		√	
#11	**Gomez Mendez Saenz, Inc.** 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President Ph.: (956) 546-0110 Fax: (956) 546-0196 rudyg.gms@bizrgv.rr.com susana.gms@bizrgv.rr.com		√	√	√	√	√	√	√	√	√	√		√	
#12	**EGV Architects, Inc.** 220 S. Bridge, ST. Hidalgo, TX 78557 Attn: Eduardo G. Vela, AIA/President (956) 843-2987 (956) 843-9726 fax edvela@flash.net		√	√	√	√		√	√	√	√	√		√	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 18, 2012 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL POOL SERVICES"
RFQ NO: 2012-001-01-18-MSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	Pro*forma Architecture, Inc. Shari Nash	VIA Email	snash@proforma-inc.com	12-27-11	972-713-7100
2	Ortiz Architecture & Environment LLC Juan Carlos Ortiz	Via email	arqoffice@arqorti.com	12-27-11 01/04/12	723 South Nebraska Weslaco, Tx 78596 956-867-6969
3	IMS Integrated Marketing Systems Jenny Flanagan ~~iflanaga@imsinfo.com~~	Via email	jflanagan@imsinfo.com	12-27-11 01/04/12	945 Hornblend Street, Ste G San Diego, CA 92109 858-490-8823
4	Dannenbaum Cynthia M Luera	Via email	Cynthia.luera@dannenbaum.com Suzie.crumpler@dannenbaum.com	12-27-11	1109 Nolana Loop McAllen, Tx 78504 956-682-3677
5	Negrete & Kolar Architects Courtney M. Wilson	Via email	cwilson@nekoarch.com	12-27-11	204 E. Stubbs Street Edinburg, Texas 78539 956-386-0611
6	IDE*A Group Sergio Lainez	Via email	Ideagrp95@sbcglobal.net	12-27-11	1409 Galveston McAllen, Tx 78501 Ph.: 956-686-6806 Fax: 956-686-5704
7	Rike Ogden Figueroa Allex Architects, Inc (ROFA) Diana "Di" Trevino	Via email	dianat@rofainc.com	12-27-11	1007 Walnut Ave. McAllen, Tx 78501 956-686-7771
8	CFZ Group LLC Cullen Coltrane, ASLA	Via email	ccoltrane@cfzgroup.com	12-16-10	4242 Medical Drive, Ste 5200 San Antonio, Tx 78229 210-366-1911
9	MESA Design Group Jennifer King	Via email	jking@mesadesigngroup.com	12-16-10	1807 Ross Ave, Ste. 333 Dallas, Texas 75201 214-871-0568
10	Rheinlander Associates Keith D. Rodebush	Via email	keithr@rheinlanderarchitects.com	12-28-10	8500 N Mopac Expwy Suite 402 Austin, Tx 78759 512-255-8948
11	Mata Villarreal Garcia Design Group LLP Fernando Mata, Frank White	Via email	fwhite@mvgdesign.us	12-27-11	1314 W,. Ivy Ave. McAllen,Tx 78501 956-631-1945 Fax: 956-631-1968
12	**Reynaldo Vargas, Architect, Inc. dba V-A Architecture**	EMAIL	v-aarchitecture@att.net	12-27-11	2029 Industrial Drive Mc Allen, TX 78504 ph: (956) 631-2242 Fax: (956) 686-7916
13	**RABA KISTNER CONSULTANTS**	EMAIL	mvila@rkci.com nsalazar@rkci.com; KBRAUN@RKCI.COM	12-27-11	800 E. Hackberry McAllen, TX 78501 (956) 682-5332 Fax: (956) 682-5487
14	**Alcocer Garcia Associates Design Consulting**	EMAIL	edo@agadc.com george@agadc.com	12-27-11	1333 East Jasmine Ave. Mc Allen, TX 78501 (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671
15	**TAG International**	EMAIL	bruce.jackson@tagae.com	12/21/09	3160 Beecaves Suite 200 Austin, Texas 78746

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 18, 2012 **BID OPENING TIME: 9:30 A.M.**
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#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
					(512) 328-1010 Fax (512) 328-3003
16	**Alamo Architects**	**EMAIL**	ken@alamoarchitects.com	**12-27-11**	1512 S Flores Street San Antonio, TX 78204 (210) 227-2612 Fax (210) 227-9457
17	**ERO International, LLP**	**EMAIL**	**eochoa@eroarchitects.com** prodriguez@eroarchitects.com	**12-27-11**	300 South 8th Street Mc Allen, TX 78501 (956) 661-0400 Fax (956) 661-0401
18	**Gomez Mendez Saenz, Inc.**	**EMAIL**	**rudyg.gms@bizrgv.rr.com** **susana.gms@bizrgv.rr.com**	**12-27-11**	1150 Paredes Line Road Brownsville, TX 78521 (956) 546-0110 Fax: (956) 546-0196
19	**GIGNAC & Associates, LLP**	**EMAIL**	**rgignac@gignac-associates.com** **lelizondo@gignac-associates.com** rfaterkowski@gignac-associates.com rgarza@gignac-associates.com	**12-27-11**	222 E. Van Buren, Ste. 102 Harlingen, TX 78550 (956) 365-4820 Fax: (956) 365-4821
20	**Freese and Nichols – Corpus Christi** William McDonald	**E-MAIL**	wem@freese.com	**12/28/11**	800 N. Shoreline Blvd. Suite 1600N Corpus Christi, Texas 78401 P: 361-561-6500 F: 361-561-6501
21	**AMTECH Building Sciences, Inc.**	**EMAIL**	**mida@architectos.com**	**12-27-11**	2403 N. 10th Street Suite B-PMB 220 McAllen, TX 78501 956-682-7070 fax 956-686-2233
22	**Boultinghouse, Simpson & Associates**	**EMAIL**	**db@boultinghousesimpson.com**	**12-27-11**	3301 N. McColl Rd. McAllen, TX 78501 956-630-9494 fax 630-2058
23	**Diseno, Inc.**	**EMAIL**	**erodriguez@disenoinc.com**	**12-27-11** **1/05/12**	101 S. Cage Boulevard Pharr, TX 78577 956-702-1399
24	**HDR Architecture, Inc.**	**EMAIL**	**richard.martinez@hdrinc.com**	**12-27-11**	17111 Preston Rd., Suite 300 Dallas, TX 75248 972-960-4000
25	**Convergent Technologies Design Group, Inc.** **Audiovisual • Telecommunications • Acoustics • Security** Bridget Finn **Maryland** www.ctdginc.com	**E-MAIL**	bfinn@ctdginc.com	**01/04/12**	V: (410) 532-2395 F: (410) 532-2396 **Arizona** V: (480) 345-9951 F: (480) 345-9952
26	**Kell Munoz Architects**	**EMAIL**	**munoz@kellmunoz.com**	**12-27-11**	1105 E. Tyler Harlingen, TX 78550 956-428-1703
27	**Lockwood, Andrews & Newman, Inc.**	**EMAIL**	**info@lan-inc.com**	**12-27-11**	2925 Briar park Dr., Suite 500 Houston, TX 77042 713-266-6900
28	**Polkinghorn Group Architects**	**EMAIL**	renitaw@pgarchitects.com	**12-27-11**	248 Addie Roy Road, Suite B-301 Austin, TX 78746 512-327-4404

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

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#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
29	**Halff Associates, Inc.**	EMAIL	jtrevino@halff.com	12-27-11	5000 West Military Suite 100 McAllen, TX 78503 956-664-0286
30	**Water Mark Design Solutions**	EMAIL	sjackson@archbuildsolutions.com	12-27-11	2670 Wincrest Dr. Rockwall, Texas 75032 PO Box 550129 Dallas, TX 75355 214-880-1700
31	**Rees Associates, Inc.**	EMAIL	mjp@rees.com	12-27-11	1801 N. Lamar St., Suite 600 Dallas, TX 75202 214-522-7337 Fax: 214-522-044
32	**Milnet Architectural Services** Attn: Rodolfo R. Molina Jr., Principal spoke to Rudy CCrudyn@milnet-archservices.com	EMAIL U	milnet@swbell.net	1/05/12	608 S. 12th Street McAllen, TX 78501 (956) 688-5656 Fax: (956) 687-9289
33	**Joe Barrera Jr.** BLS Barrera Land Surveying Office (210) 444-9023 *** Fax (210) 444-9479 7715 Mainland Dr. Suite 114 San Antonio, TX 78250	LSO	barreralandsurveying.joe@gmail.com-	01/05/12 01/09/12	210-444-9023
34	**Alvarado Architects & Associates, Inc.**	EMAIL	irmaalvar@aol.com	12-27-11	307 South Main St. Donna, TX 78537 956-464-8258
35	**MAC TEC Engineering and Consulting Inc.**	EMAIL	jmcarter@mactec.com	12-27-11	3520 Executive Cntr. Drive Suite 200 Austin, TX 78731 512-795-0360
36	**T. Howard & Associates**	EMAIL	canderson@thaarch.com edisque@thaarch.com	12-27-11	1506 W. Griffin Dallas, Texas 75215 phone 214-522-1100 fax 214-522-5623
37	**Dannenbaum Engineering**	EMAIL	suzie.crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com	12-27-11	3100 W. Alabama St. Houston, Texas 77098 P 713-520-9570 C 281-513-5289 F 713-527-6338
38	**Cotera+Reed Architects**	EMAIL	mcatterall@coterareed.com	12-27-11	2222 Rio Grande St. Ste C270 Austin, Texas 78705 P 512-472-3300 F 512-472-3611
39	**SUNLAND GROUP-AUSTIN**	EMAIL	cforeman@sunlandgrp.com	12-27-11	1033 La Posada, Suite 370 Austin, Texas 78752 P 512-590-7968 F 512-494-0406
40	**EARTH CO., LLC**	EMAIL	rudy.martinez@earthcorgv.com	12-27-11	1306 S. "F" Street Suite A Harlingen, Texas 78550 P 956-428-2443

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 18, 2012 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL POOL SERVICES"
RFQ NO: 2012-001-01-18-MSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
41	Mayse & Associates, Inc.	EMAIL	dgoldston@mayseassociates.com	12-27-11	14850 Quorum Drive, Suite 201 Dallas, Texas 75254 P 972-386-0338 ext 218 F 972-386-0578
42	Garza/Bomberger & Associates	EMAIL	cvacanarvaja@gbarch.net	12-27-11	5545 Fredericksburg Rd. Ste. 100 San Antonio, Texas 78229 V 210-349-7000 F 210-349-7820
43	DBR ENGINEERING CONSULTANTS **Sara Talarczyk** Administrative Asst.	EMAIL	epuentes@dbrinc.com	12-27-11 01/05/12	200 S. 10th St. Suite 901 McAllen, TX 78501 956-683-1640 956-683-1903 Fax
44	**Megamorphosis/T. Howard & Associates**	E-MAIL	mega@megamorphosisdesign.net	12-27-11	1409 N. Stuart Place Rd Ste D Harlingen, Texas 78552 p 956-428-1779 f 956-425-5886
45	EGV Architects, Inc. Eduardo G. Vela, AIA	E-MAIL	edvela@flash.net	12/27/11	P.O. Box 8627 220 S. Bridge St. Hidalgo, TX 78557 T: 956-843-2987 F: 956-843-9726
46	Prime Vendor Inc	E-MAIL	bids17@prime-vendor.com	12/27/11	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307
47	McGraw-Hill Construction Dodge Peggy Koehn Construction News Specialist www.construction.com	E-MAIL	Koehn, Peggy [Peggy_Koehn@mcgraw-hill.com]	01/04/12	6044 Dona Beatriz El Paso, Texas 79932 (800) 741-2718 (915) 877-5252 FAX (915/877-5287)
48	magnasoft Geospatial Innovations **Kapil Sisodiya, Management Trainee - Sales & Business Development , Magnasoft Consulting India Pvt. Ltd.** www.magnasoft.com	E-MAIL	Kapil.s@magnasoft.com	12/28/11	Tel: + 91 80 43466000
49	**HAYLEY N. GALLOWAY** MARKETING MANAGER	E-MAIL	HGALLOWAY@LNVINC.COM	01/04/12	8918 Tesoro Drive, Suite 401 San Antonio, Texas 78217 210.822.2232 [OFFICE] 210.448.7383 [DIRECT]

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 18, 2012 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL POOL SERVICES"
RFQ NO: 2012-001-01-18-MSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
	LNV Solutions Today with a Vision for Tomorrow engineers | architects | contractors TBPE Firm No. F-366 WWW.LNVINC.COM				210.822.4032 [FAX]
50	GM GUZMAN & MUÑOZ ENGINEERING AND SURVEYING, INC. HARLINGEN - MERCEDES - McALLEN *Priscilla Padilla*	E-MAIL	ppadilla@gmes.biz	12/28/11	2020 East Expressway 83 Mercedes, TX 78570 Office: (956) 565-4637 Ext. 100 Fax: (956) 565-4636
51	**Karen Baker** **Administrative Assistant** **Crenshaw Consulting Group, LP**	E-MAIL	szink@crenshawcg.com **kbaker@crenshawcg.com**	1/11/12	**3810 Masthead NE, Suite B** **Albuquerque, NM 87109** **Tel: 505.797.8771** **Fax: 505.797.2875** Susan Zink
52					
53					
54					
55					

IN PERSON (IP)
TELEPHONE REQUEST (TR)
PURCHASING VENDOR LIST MAIL OUT (PVLM)
E-MAIL 12-27-11

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS
RFQ NO: 2012-002-01-18-CGA

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**		
ACCEPTANCE DATE:	**January 18, 2012**	TIME:	**9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
1	**S&B INFRASTRUCTURE, LTD.** **5408 N. 10TH STREET** **MCALLEN, TX 78504**	E-MAIL TO:	acwalzer@sbinfra.com dorios@sbinfra.com	12-27-11 12-28-11	956-926-5000 956-994-0427 fax Daniel O. Rios, P.E., Vice President
2	**BMW ENGINEERING, INC.** **410 S. ENTERPRIZE PARKWAY** **CORPUS CHRISTI, TX 78405**	E-MAIL TO:	rwheaton@rmtechon.net	12-27-11 12-28-11	TEL: 361-299-1801 - FAX: 299-1804 Ronald B. Wheaton, P.E., R.E.P., President
3	**COBBLESTONE ENGINEERING, INC.** **2810 CENTURY COURT** **HARLINGEN, TX 78550**	E-MAIL TO:	~~doria@cobblestoneusa.com~~ sortega@cobblestoneusa.com	12-27-11 12-28-11	TEL: 956-423-0235 - FAX: 423-6008 Ralph M. O'Quinn, P.E., President
4	**COOK-JOYCE, INC.** **812 WEST ELEVENTH** **AUSTIN, TX 78701-2000**	E-MAIL TO:	brian.dudley@cook-joyce.com	12-27-11 12-28-11	TEL: 512-474-9097 - FAX: 474-8463 Steve Cook, P.E., President
5	**DANNENBAUM ENGINEERING CORPORATION** **1109 NOLANA LOOP, SUITE 208** **MCALLEN, TX 78504**	E-MAIL TO:	cynthia.luera@dannenbaum.com Suzie.crumpler@dannenbaum.com	12-27-11 12-28-11	TEL: 956-682-3677- FAX: 686-1822 Louis H. Jones, Jr., P.E., Principal
6	**ERO INTERNATIONAL, LLP** **300 S. 8TH STREET** **MCALLEN, TX 78501**	E-MAIL TO:	prodriguez@erointernational.com	12-27-11 12-28-11	TEL: 956-661-0400 - FAX: 661-0401 Eli R. Ochoa, P.E., A.I.A.
7	**NOE GARZA ENGINEERS, INC.** **204 W. 495** **PHARR, TX 78577**	E-MAIL TO:	lydia.rodriguez@ngeinc.net	12-27-11 12-28-11	TEL: 956-783-1207 - FAX: 783-1209 Noe Garza, P.E.
8	**R. GUTIERREZ ENGINEERING CORPORATION** **317 E. PARK** **PHARR, TX 78577**	E-MAIL TO:	rguteng@sbcglobal.net javier@rgutierrezengineering.com	12-27-11 12-28-11	TEL: 956-782-2557 - FAX: 782-2558 Ramiro Gutierrez, P.E., President
9	**HALFF ASSOCIATES, INC.** **4600 W. MILITARY, SUITE 700** **MCALLEN, TX 78503**	E-MAIL TO:	jtrevino@halff.com	12-27-11 12-28-11	TEL: 956-664-0286 - FAX: 664-0282 Robert Saenz, P.E.
10	**HINOJOSA ENGINEERING, INC.** **108 W. 18TH STREET** **MISSION, TX 78572**	E-MAIL TO:	hinojosaenginc@aol.com kolivares@hengineering.com	12-27-11 12-28-11 12-30-11	TEL: 956-581-0143 - FAX: 581-2074 Ricardo Hinojosa, P.E., President Kenya Olivares
11	**JAVIER HINOJOSA ENGINEERING** **416 E. DOVE AVENUE** **MCALLEN, TX 78504**	E-MAIL TO:	javhin@rgv.rr.com cybarra@bizrgv.rr.com	12-27-11 12-28-11	TEL: 956-668-1588 - FAX: 994-8102 Javier Hinojosa, P.E., Owner
12	**KK ENGINEERING CONSULTANT** **410 E. DOVE AVENUE** **MCALLEN, TX 78504**	E-MAIL TO:	kkengineering@sbcglobal.net kkhademi@sbcglobal.net	12-27-11 12-28-11	TEL: 956-630-2125 - FAX: 630-2219 Kambiz S. Khademi, P.E., President

13	**L&G ENGINEERING** **2100 W. EXPRESSWAY 83** **MERCEDES, TX 78570**	E-MAIL TO:	jacinto@lgengineers.com ldominguez@lgengineers.com	12-27-11 12-28-11	TEL: 956-565-9813 - FAX: 565-9018 Jacinto Garza, P.E., CEO/Project Manager
14	**MELDEN & HUNT, INC.** 115 W. MCINTYRE STREET EDINBURG, TX 78539	E-MAIL TO:	tina@meldenandhunt.com mike@meldenandhunt.com	12-27-11 12-28-11	TEL: 956-381-0981 - FAX: 381-1839 Ruben Chapa, P.E., Vice President
15	**MILLENNIUM ENGINEERS GROUP, INC.** 705 DAWSON DRIVE EDINBURG, TX 78539	E-MAIL TO:	~~megengineers@aol.com~~ apalma@megengineers.com hpalma@megengineers.com rpalma@megengineers.com	12-27-11 12-28-11	TEL: 956-383-8522 - FAX: 383-0295 Raul Palma, P.E., President
16	**PE SERVICE** 3730 KIRBY DRIVE, SUITE 1175 HOUSTON, TX 77098	E-MAIL TO:	phuerta@peservice.com phuerta_peservice@yahoo.com	12-27-11 12-28-11	TEL: 888-219-0553 - FAX 888-219-0554 Margarita Flores
17	**PEREZ CONSULTING ENGINEERS** 808 DALLAS AVENUE MCALLEN, TX 78501	E-MAIL TO:	mf@perezce.com	12-27-11 12-28-11	TEL: 956-631-4482 - FAX: 682-1545 Jorge D. Perez, P.E., R.P.L.S., President
18	**PROFESSIONAL SERVICE INDUSTRIES, INC.** 2020 NORTH LOOP 499, SUITE 302 HARLINGEN, TX 78550	E-MAIL TO:	Eladio.garza@psiusa.com Hector.lopez@psiusa.com	12-27-11 12-28-11	TEL: 956-423-6826 - FAX: 423-5735 Hector Garza, Branch Manager
19	**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.** 124 E. STUBBS EDINBURG, TX 78539	E-MAIL TO: IN PERSON	quintanillaheadley@sbcglobal.net normaq@qhaengineering.com	12-27-11 12-28-11	TEL: 956-381-6480 - FAX: 381-0527 Alfonso Quintanilla, E.I.T., President
20	**RABA-KISTNER CONSULTANTS, INC.** 800 E. HACKBERRY MCALLEN, TX 78501	E-MAIL TO:	mvila@rkci.com kbraun@rkci.com nsalazar@rkci.com	12-27-11 12-28-11	956-682-5332 956- 682-5487 Fax Martin Vila, P.E., Vice President (Elizabeth) Norma E. Salazar, Admin Assistant
21	**RODRIGUEZ ENGINEERING** 612 NOLANA, SUITE 320 MCALLEN, TX 78504	E-MAIL TO:	atm1963@hotmail.com	12-27-11 12-28-11	TEL: 956-491-1013 956-380-2775 Leo L. Rodriguez, P.E./R.P.L.S., President
22	**CUDE ENGINEERS** 10325 BANDERA ROAD SAN ANTONIO, TX 78250	E-MAIL TO:	mseay@mwcude.com	12-27-11 12-28-11	210-681-2951 210-639-8801 Maggie Seay, CPSM
23	**J.E. SAENZ & ASSOCIATES, INC.** 211 E. WISCONSIN EDINBURG, TX 78539	E-MAIL TO:	fquintanilla@jesaenz.com	12-27-11 12-28-11	TEL: 956-383-2984 - FAX: 383-3736 José E. "Eddie" Saenz, P.E., President
24	**SALINAS ENGINEERING & ASSOCIATES** 2221 DAFFODIL AVE. MCALLEN, TX 78501	E-MAIL TO:	dsalinas.sea@sbcglobal.net	12-27-11 12-28-11	TEL: 956-682-9081 - FAX: 686-1489 David Omar Salinas, P.E., M.S.E.E., President
25	**SIGLER, WINSTON, GREENWOOD & ASSOC., INC.** 1604 E. HIGHWAY 83 WESLACO, TX 78596	E-MAIL TO:	cindy@siglerwinstongreenwood.com vicky@siglerwinstongreenwood.com	12-27-11 12-28-11	TEL: 956-968-2194 FAX: 968-8300 Wm. R. Shea, P.E., Exec. Vice President
26	**SPOORE ENGINEERING** 202 S. 4TH MCALLEN, TX 78501	E-MAIL TO:	spooreng@sbcglobal.net	12-27-11 12-28-11	TEL: 956-683-1000 – FAX: 683-1002
27	**TEDSI INFRASTRUCTURE GROUP** 1201 E EPWY 83 MISSION, TX 78572		mlugo@tedsi.com jsalinas@tedsi.com Asalinas@TEDSI.com jsanchez@tedsi.com	12-27-11 12-28-11	TEL: 956-424-7898 956-424-7898- FAX: 424-7022 Jesse Salinas, CEO
28	**RIO DELTA ENGINEERING** 323 W. CANO, SUITE 100 EDINBURG, TX 78539	E-MAIL TO:	riodelta2004@yahoo.com	12-27-11 12-28-11	TEL: 956-380-5152 -FAX: Debra J. Guerra

29	**CRUZ-HOGAN CONSULTANTS** 605 E. VIOLET AVENUE, STE. 5 MCALLEN, TEXAS 78504	E-MAIL TO:	ronnie@cruzhogan.net lorena@cruzhogan.net	12-27-11 12-28-11	TEL: 956-682-5022 ATTN: RONNIE CRUZ
30	**AMBIOTEC ENGINEERING** 5420 PAREDES LINE ROAD BROWNSVILLE, TEXAS 78526	E-MAIL TO:	~~cmmarin@ambiotec.com~~ awhitko@ambiotec.com	12-27-11 12-28-11	TEL: 956-548-9333 ATTN: ANNE WHITKO
31	**DOS LOGISTICS** 1002 E EXPWY 83 WESLACO, TX 78596	E-MAIL TO:	julissasalinas@doslogistics.com denishathompson@doslogistics.com jasanchez@tedsi.com	12-27-11 12-28-11	TEL: 956-968-8800
32	**LJA ENGINEERING AND SURVEYING, INC.** 13300 OLD BLANCO ROAD, BLDG II, SUITE 326 SAN ANTONIO, TX 78216	E-MAIL TO:	khunt@ljaengineering.com	12-27-11 12-28-11	TEL: 210-678-4700 FAX: 210-678-4796 Kevin P. Hunt, P.E.
33	**KSA ENGINEERING** DEBORAH RUPP	E-MAIL TO:	drupp@ksaeng.com	12-27-11 12-28-11 1-02-12	TEL: 512-342-6868 - FAX:
34	**PBS & J** 10100 REUNION PLACE, STE. 850 SAN ANTONIO, TX 78216	E-MAIL TO:	kmguillaudeu@pbsj.com	12-27-11 12-28-11	TEL: 210-828-9494 - FAX: 210-282-7282
35	**MZ DESIGN**	E-MAIL TO:	fwhite@mzdesign.com	12-27-11 12-28-11	TEL: 956-686-8889
36	**LNV ENGINEERING** 8918 TESORO DRIVE, SUITE 401 SAN ANTONIO, TX 78217	E-MAIL TO:	kbishop@lnvinc.com hgalloway@lnvinc.com	12-27-11 12-28-11 01-02-12	TEL: 210-822-2232 ext. 322 FAX: 210-822-4032 Hayley N. Galloway, Marketing Manager
37	**TDC –TEXAS DIAMOND CONSTRUCTION** 4019 EAST EXP. 83 WESLACO, TX 78596	E-MAIL TO:	fjns6282@aol.com	12-27-11 12-28-11	TEL: 956-784-5819 FAX: 956-514-5036 Frank Nava, General Manager
38	**SAMES ENGINEERING & SURVEYING, INC.** 200 S. CAGE BLVD. PHARR, TX 78577	E-MAIL TO:	jose@samengineering-surveying.com rick@samengineering-surveying.com	12-27-11 12-28-11	TEL: 956-702-8880 FAX: 956-702-8883 Saul D. Maldonado, PE Jose Rodriguez
39	**PBK** 1300 N. 10TH ST., SUITE 210 MCALLEN, TX 78501	E-MAIL TO:	nato.garcia@pbk.com	12-27-11 12-28-11	TEL: 956-687-1330 FAX:956-687-1331 Nato Garcia, Field Representative
40	**SWCA ENVIRONMENTAL CONSULTANTS** 6200 UTSA BOULEVARD, SUITE 102 SAN ANTONIO, TX 78249	E-MAIL TO:	camy@swca.com	12-27-11 12-28-11	TEL: 210-877-2847 FAX: 210-877-2848 Christopher Amy, Environmental Specialist
41	**TERRACON CONSULTANTS, INC.** 1506 MID-CITES DRIVE PHARR, TX 78577	E-M AIL TO:	jaflores@terracon.com smrendon@terracon.com	12-27-11 12-28-11	TEL: 956-283-8254 FAX: 956-283-8279 Jorge A. Flores, P.G. Stephanie Marie Rendon, MBA
42	**M GARCIA ENGINEERING** 400 NOLANA SUITE D MCALLEN, TX 78504	E-MAIL TO:	mgarciaeng@gmail.com	12-27-11 12-28-11	TEL: 956-687-9421 FAX: 956-687-3211
43	**CIVIL SYSTEMS ENGINEERING, INC.** P. O. BOX 572373 HOUSTON, TX 77257	E-MAIL TO:	dli@cseengineers.com	12-27-11 12-28-11	TEL: 713-782-3811 FAX: 713-782-3812

44	**BARRERA TORRES INFRASTRUCTURE, PLLC (BTI)** 7001 N. 10TH ST. , SUITE 300 MCALLEN, TX 78504	E-MAIL TO:	rene@big-engineering.com	12-27-11 12-28-11	TEL: 956-687-3355 FAX: 956-992-8801
45	**R E GARCIA AND ASSOCIATES** 116 N. 12TH AVE. EDINBURG, TX 78541-3501	E-MAIL TO:	regaassoc@aol.com	12-27-11 12-28-11 1-6-12	TEL: 956-381-1061 FAX: 956-381-1280 Raul E. Garcia, Owner
46	**HDR ENGINEERING**	E-MAIL TO:	betty.hopkins@hdrinc.com	12-27-11 12-28-11	TEL: 210-841-2813 FAX:
47	**VANIR CONSTRUCTION MANAGEMENT, INC.** 901 S. MOPAC EXPRESSWAY BARTON OAKS PLAZA ONE, SUITE 300 AUSTIN, TX 78746	E-MAIL	darren.webber@vanir.com	12-27-11 12-28-11	512-329-2722 512-592-8128 Mobile 512-329-2001 Fax
48	**CIVIL ENGINEERING CONSULTANTS** CQM DIVISION	E-MAIL	fjaster@cectexas.com lmares@cectexas.com jgarza@cectexas.com	12-27-11 12-28-11	210-798-9302 Frank M. Jaster, P.E. Division Mgr. Larry Mares, Jr., P.E. Project Mgr.
49	**THE ALEX GROUP** 914 N. MAIN STREET, SUITE 2 MC ALLEN, TX 78501	E-MAIL	Hilda@thealexgroup.net	12-27-11 12-28-11	956-687-2539 956-687-2545 Fax Hilda Garcia, Office Manager
50	**COMBS CONSULTING GROUP** I.T. DESIGN & CONSULTING 11550 IH-10 WEST, SUITE 270 SAN ANTONIO, TX 78230	E-MAIL	brian.combs@combs-group.com	12-27-11 12-28-11	210-698-7887 210-698-7889 Fax
51	**EARTH CO., LLC.** 1306 S. "F" STREET SUITE A HARLINGEN, TX 78550	E-MAIL	rudy.martinez@earthcorgv.com	12-27-11 12-28-11	(956) 428-2443 Rudy Martinez
52	**IZAGUIRRE ENGINEERING GROUP, LLC** 7413 N. LA HOMA ST. MISSION, TX. 78574	E-MAIL	diana.izaguirre@yahoo.com	12-27-11 12-28-11	Ph. 956-240-0749 Fax. 956-584-0554 Diana Izaguirre
53	**SUNLAND GROUP** 1033 LA POSADA, SUITE 370 AUSTIN, TX 78752	E-MAIL	cforeman@sunlandgrp.com	12-27-11 12-28-11	512-590-7966
54	**INTEGRATED MARKETING SYSTEMS** 945 HORNBLEND STREET, STE. G SAN DIEGO, CA 92109	E-MAIL	jflanagan@imsinfo.com	12-27-11 12-28-11	858-490-8823 858-490-8811 Jenny Flanagan, Research Mgr.
55	**J. F. FONTAINE & ASSOCIATES, INC.**	E-MAIL	gelazaro@aol.com	12-27-11 12-28-11	956-797-3411 956-797-3400 Fax
56	**H2B, INC.** 1225 NORTH LOOP WEST, SUITE 90 HOUSTON, TX 77008	E-MAIL TO:	kristi.kolmetz@h2bengineers.com	12-27-11 12-28-11	713-864-2900 713-583-1245 281-723-9801 Kristi Kolmetz
57	**ALAN PLUMMER ASSOCIATES, INC.**	E-MAIL TO:	cmcguire@apaienv.com	12-27-11 12-28-11	Connie McGuire
58	**AEC ENGINEERING, LLC.** P.O. BOX 480 EDINBURG, TX 78540	E-MAIL TO :	carlos@aecengineering.net	12-27-11 12-28-11	956-380-6558 956-380-6110 Carlos Garza, P.E., P.G., SIT, CAPM,CFM, President
59	**MJ THOMAS ENGINEERING, LLC** 3400 HULEN, SUITE 100 FORT WORTH, TEXAS 76107	E-MAIL TO :	mickeyt@mjthomaseng.com	12-27-11 12-28-11	817-732-9839 817-732-9841 817-996-3446 Cell Mickey Thomas, P.E.

60	**FLORES ENGINEERS**	E-MAIL TO:	floresengineers@yahoo.com	12-27-11 12-28-11	
61	**DCI ENGINEERS** 600 CONGRESS AVENUE, SUITE 1210 AUSTIN, TX 78701	E-MAIL TO:	jdepalma@dci-engineers.com	12-27-11 12-28-11	512-472-9797 512-472-5656 Fax Janki N. DePalma
62	**WILKIE'S SURVEYING**	E-MAIL TO:	jdw@wilkiesurveying.com	12-27-11 12-28-11	
63	**ALLIANCE TRANSPORTATION GROUP, INC.** 11500 METRIC BOULEVARD BLDG M-1, SUITE 150 AUSTIN, TX 78758	E-MAIL TO:	msaakstra@emailtag.com	12-27-11 12-28-11	512-821-2081 512-821-2085 Fax Ms. Manon Saakstra
64	**YOUNG PROFESSIONAL RESOURCES** 8100 ROUGHRIDER DR., SUITE 101 WINDCREST, TX 78239	E-MAIL TO:	lyoung@yprconsulting.com	12-27-11 12-28-11	210-590-9215 210-590-9346 Fax 210-373-3204 Mobile Leonard D. Young, P.E.
65	**DBR ENGINEERING CONSULTANTS**	E-MAIL TO:	epuentes@dbrinc.com	12-27-11 12-28-11	210-546-0200 210-546-0201 Fax
66	**UECKERT ENGINEERING** 7017 NORTH 10TH , SUITE 202 MCALLEN, TX 78501	E-MAIL TO:	william.ueckert@ueckert-eng.com	12-27-11 12-28-11	956-361-1890
67	**ZARINKELK ENGINEERING SERVICES INC.** 3033 CHIMNEY ROCK SUITE 630 HOUSTON, TX 77056	E-MAIL TO:	roshan.moayed@zarinkelk.com	12-27-11 12-28-11	832-242-2426 832-242-2445 Fax Roshan Moayed
68	**KIMLEY-HORN AND ASSOCIATES, INC.** 12700 PARK CENTRAL DRIVE, SUITE 1800 DALLAS, TX 75251	E-MAIL TO:	chad.becker@kimley-horn.com	12-27-11 12-28-11	972-770-1300 972-239-3820
69	**EDMINSTER, HINSHAW, RUSS AND ASSOC. INC.** 10555 WESTOFFICE DRIVE HOUSTON, TX 77042	E-MAIL TO:	esabol@ehrainc.com	12-27-11 12-28-11	713-784-4500 Ext. 2294 713-784-4577 Fax
70	**MICHAEL MYERS, PE**	E-MAIL TO:	mmyers@bww.com	12-27-11 12-28-11	
71	**SDI ENGINEERING, LLC** 3515 N. SUGAR RD. PHARR, TX 78577	E-MAIL TO: In person	iposadas@sdi-engineering.com ifernandez@sdi-engineering.com	12-27-11 12-28-1 1-09-12	956-607-9081 956-287-3797 Fax Isidro Fernandez, Proj. Coordinator
72	**BOLVA ENGINEERING, LLC** 7900 N 4TH ST MCALLEN, TX 78504	E-MAIL TO:	lizbeth@bolvaenginerring.com	12-27-11 12-28-11	956-793-2943 Lizbeth Guerra
73	**LEFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING** 612 NOLANA, SUITE 350 MCALLEN, TX 78504	E-MAIL TO: In Person (E.M.)	hilortiz@gmail.com wrlefevre@gmail.com	12-27-11 12-28-11 1-09-12	956-241-1022 cell 956-661-8000 office 956-661-8001 fax Richard LeFevre
74	**PRIME VENDOR INC** 4622 CEDAR AVENUE, SUITE 123 WILMINGTON, NORTH CAROLINA	E-MAIL TO:	Bids17@primevendor.com	12-27-11 12-28-11	800-746-9554 800-746-8307 fax Kate Hanley
75	**O'BRIEN ENGINEERING**	E-MAIL TO:	scole@obrieneng.com	12-27-11 12-28-11	972-233-2288 469-831-3654 cell Sarah Cole

76	**NAISMITH ENGINEERING, INC.** 600 W 8TH STREET, SUITE 300 AUSTIN, TX 78701	E-MAIL TO:	tbrown@naismith-engineering.com	12-27-11 12-28-11	512-708-9322 512-708-9014 fax Tom Brown
77	**ALLIANCE TRANSPORTATION GROUP, INC.** 11500 METRIC BLVD, BLD M-1, SUITE 150 AUSTIN, TX 78758	E-MAIL TO:	msaakstra@emailatg.com	12-27-11 12-28-11	512-821-2081 512-821-2085 fax Manon Saakstra
78	**LANDTECH CONSULTANTS, INC.** 2525 NORTH LOOP WEST, SUITE 300 HOUSTON, TX 77008	E-MAIL TO:	cdarche@landtech-inc.com ggraham@landtech-inc.com	12-27-11 12-28-11	713-861-7068 713-861-4131 fax Cathy D'Arche
79	**LOCKWOOD, ANDREWS, NEWNAM, INC.** 2925 BRIARPARTK DRIVE, SUITE 400 HOUSTON, TX 77042-3720	E-MAIL TO:	emdeguia@lan-inc.com	12-27-11 12-28-11	713-266-6900 713-281-0262 fax Michelle DeGuia
80	**CRESPO CONSULTING SERVICES, INC.** 4131 SPICEWOOD SPRINGS RD, B-2 AUSTIN, TX 78759-8658	E-MAIL TO:	cbelsky@crespoinc.com	12-27-11 12-28-11	512-343-6404 ext 104 512-343-8120 fax Carissa Belsky
81	**MODERN TECHNOLOGY-MODERN ENVIRONMENT** 548 NAPLES ST. CORPUS CHRISTI, TX 78404	E-MAIL TO:	mitch@mtmetex.com	12-27-11 12-28-11	361-533-7102 Mitch Hudgins
82	**CRENSHAW CONSULTING GROUP, LP** 3820 MASTHEAD NE ALBUQUERQUE, NM 87109	E-MAIL TO:	alujan@crenshawcg.com kbaker@crenshawcg.com	12-27-11 12-28-11	505-797-8771 505-797-2875 fax Andrea Lujan
83	**M & S ENGINEERING** 6477 FM 311/ P O BOX 970 SPRING BRANCH, TX 78070	E-MAIL TO:	llaijas@msengr.com	12-27-11 12-28-11	830-228-4147 210-260-4835 cell Leona M. Laijas
84	**ALDANA ENGINEERING & TRAFFIC DESIGN** 720 S TEXAS BLVD WESLACO, TX 78596	E-MAIL TO:	mhernandez@aetengineers.com	12-27-11 12-28-11	956-968-4373 956-968-5803 fax Minnie Hernandez
85	**GARNER-FRITSCHE ENGINEERING, INC.** 6565 WEST LOOP SOUTH, SUITE 560 BELLAIRE, TX 77401	E-MAIL TO:	cfrench@garnerfritsche.com	12-27-11 12-28-11	713-432-1422 281-451-8543 cell 713-432-1253 fax Cody R. French
86	**GUZMAN & MUNOZ ENGINEERING & SURVEYING, INC.** 2020 E. EXPWY MERCEDES, TX 78570	E-MAIL TO:	christy@gmes.biz jrivera@gmes.biz	12-27-11 12-28-11	956-565-4637 Christy Torres
87	**INNOVATIVE CIVIL ENGINEERING SERVICES, LTD.** 1306 S F STREET, SUITE A HARLINGEN, TX 78550	E-MAIL TO:	~~iceslt d@rgv.rr.com~~ Jaime.cantu@earthcorgv.com	12-27-11 12-28-11	956-428-2443 956-202-0491 Jaime Cantu
88	**VANGUARD ENGINEERING** 2201 NORTHGATE DRIVE WESLACO, TX 78596	E-MAIL TO:	vgarcia@vanguardeng.com	12-27-11 12-28-11	956-514-5086 956-514-5036 Victor H. Garcia, P.E.

89	**RIO DELTA SURVEYING** 8207 MATEO ESCOBAR MONTE ALTO, TX 78539	IN PERSON TO:	merelda@msn.com	12-27-11 12-28-11	956-380-5154 Merelda Gonzalez
90	**CRD GROUP, LLC** **11508 DK RANCH RD** **AUSTIN, TX 78579**	E-MAIL TO:	mchapa@crdgrp.com	12-27-11 12-28-11	Michael Chapa, P.E.
91	**BTI ENGINEERING** **7001 N 10TH ST., SUITE 300** **MCALLEN, TX 78504**	E-MAIL TO:	Jftorres30@yahoo.com	12-27-11 12-28-11	Mr. Torres
92	**ENTECH CIVIL ENGINEERS, INC.** **16360 PARK TEN PLACE, SUITE 230** **HOUSTON, TX 77084**	E-MAIL TO:	Nalanis@entechhou.com	12-27-11 12-28-11	Juan Antonio (Tony) Gelacio, President
93	**BARRRA LAND SURVEYING (BLS)** **JOE BARRERA JR.**	EMAIL TO: Via mail: LSO (Lonestar Services)	Barreralandsurveying.joe@gmail.com	01-05-12	7715 Mainland Dr. Ste. 114 San Antonio, Texas 78250 Office: 210-444-9023 Fax: 210-444-9479
94	**BRIDGEFARMER & ASSOCIATES, INC.** **JASMINE C. MONTGOMERY**	EMAIL TO:	Jasmine.montgomery@bridgefarmer.com	01-05-12	12801 North Central Expway, Ste. 400 Dallas, Texas78543 Ph.: (972) 231-8800 Fax: (972) 231-5900
95	**BLACK & VEATCH CORPORATION** **LAFAWN THOMPSON**	EMAIL TO:	thompsonld@BV.com	01-03-12	1701 Directoes Blvd. Ste, 940, Austin, Texas78744 Ph.: 512-448-2503 Fax: 512-448-2389 1-800-822-5442
96	**X8 ENVIRONMENTAL, INC.** **JACEY REID**	EMAIL TO:	jreid@X8environmental.com	01-03-12	PH: 806-939-0033 Ext. 124 Fax: 866-899-7063
97	**MCGRAW-HILL CONSTRUCTION DODGE** **PEGGY KOEHN**	EMAIL TO:	Peggy_koehn@mcgraw-hill.com	01-03-12	6044 Dona Beatriz El Paso, Texas 79932 Ph.: 1-80-741-2718 / 915-877-5252 Fax: 1-915-877-5287
98					

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: January 18, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2012-002-01-18-CGA

RFQ	NAME OF COMPANY	CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
1	R.E Garcia & Associates	√	√
2	DBR Engineering Consultants	√	√
3	Rodriguez Engineering	√	√
4	LeFevre Environmental Management Consultants LLC	√	√
5	LNV Engineers Architectural Contracts	√	√
6	Modern Technology	√	√
7	Cook-Joyce Inc.	√	√
8	BAI LLC	√	√
9	Urban Infrastructure LLC	√	√
10	Quintanilla, Headley & Associates Inc.	√	√
11	MEG Engineers	√	√
12	Rio Delta Engineering	√	√
13	Javier Hinojosa Engineering	√	√

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DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2012-002-01-18-CGA

RFQ	NAME OF COMPANY	CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
14	RABA Kistner	√	√
15	S &B Infrastructure	√	√
16	R. Gutierrez Engineering	√	√
17	Innovative Civil Engineering	√	√
18	Dannenbaum Engineering	√	√
19	Guzman-Munoz Engineering	√	√
20	Shefrey Engineering SA, LLC	√	√
21	Young Professional Resources	√	√
22	SDI Engineering	√	√
23	Barrera Torres Infrastructure PLLC	√	√
24	Cortran Engineering PLLC	√	√
25	L & G Engineering	√	√
26	Dos Logistics Inc.	√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: January 18, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2012-002-01-18-CGA

RFQ	NAME OF COMPANY	CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
27	The Alex Group LLC	√	√
28	Perez Consulting Engineers	√	√
29	Terracon Consultants Group	√	√
30	Hinojosa Engineering Inc.	√	√
31	Halff Associates, Inc.	√	√
32	TEDSI Infrastructure Group	√	√
33	Izaguirre Engineering Group, LLC	√	√
34	Civil Systems Engineering	√	√
35	ETECH Civil Engineers	√	√
36	Landtech Consultants	√	√
37	Cruz-Hogan Consultants	√	√
38	J. F. Fontaine & Associates	√	√
39	SAMES Inc.	√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: January 18, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2012-002-01-18-CGA

RFQ	NAME OF COMPANY	CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
40	Melden & Hunt, Inc.	√	√
41	PSI	√	√
42			
43			
44			
45			
46			
47			
48			
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50			
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52			

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**

RFQ NO: **2012-002-01-18-CGA**

RFQ ACCEPTANCE DATE: **JANUARY 18, 2012**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2012 through February 08, 2013

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**R. E. Garcia and Associates** 116 N. 12th Ave. Edinburg, TX 78541-3501 TEL: 956-381-1061 FAX: 956-381-1280 Raul E. Garcia, Owner regaassoc@aol.com	X				X		X	
#02	**DBR Engineering Consultants** 200 So. 10th Street, Suite 901 McAllen, Texas 78501 Brian C. Uhlrich, P.E. Ph: 956-683-1640; Fax: 956-683-1903 **buhlrich@dgrinc.com**			X	X		X		
#03	**Rodriguez Engineering** PO Box 1830 Edinburg, TX 78540 TEL: 956-491-1012 - FAX:956-380-2775 Leo L. Rodriguez, P.E./R.P.L.S., President atm1963@hotmail.com	X							
#04	**LeFevre Environmental & Management Consulting** 612 Nolana, Suite 350 McAllen, TX 78504 956-241-1022 cell 956-661-8000 office 956-661-8001 fax Hilario Ortiz hilortiz@gmail.com wrlefevre@gmail.com	X				X			
#05	**LNV Engineers Architectural Contracts** **801 Navigation Bldv., Ste. 300** **Corpus Christi, Texas 78404** **Derek E. Naiser, PE, CFM, President** **Ph: 361-883-1984; Fax: 361-883-1986** **DNaiser@LNVinc.com**	X	X	X	X	X		X	
#06	**Modern Technology-Modern Environment (MTME)** 548 Naples St.Corpus Christi, TX 78404 361-533-7102; Fax: 361-882-6282 Mitch Hudgins mitch@mtmetex.com					X			-Solid Waste/Landfill

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**

RFQ NO: **2012-002-01-18-CGA**

RFQ ACCEPTANCE DATE: **JANUARY 18, 2012**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2012 through February 08, 2013

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#07	**Cook-Joyce, Inc.** 812 West Eleventh Austin, TX 78701-2000 TEL: 512-474-9097 - FAX: 474-8463 Steve Cook, P.E., President brian.dudley@cook-joyce.com	X				X			-Environmental, Civil Engineering -Landfill
#08	**BAi, LLC** 4006 Speedway Austin, Texas 78751 Ph: 512-476-3464; Fax: 512-476-9442 **grace@baiaustin.com**								-Acoustical -AV Consulting
#09	**Urban Infrastructure LLC** PO Box 729 135 South 8th Street Donna, Texas 78537 Ph: 956-377-2932 cgonzalez@uigtexas.com	X		X	X	X	X		-Water and Wastewater Engineering
#10	**Quintanilla, Headley & Associates, Inc.** 124 E. Stubbs Edinburg, TX 78539 TEL: 956-381-6480 - FAX: 381-0527 Alfonso Quintanilla, E.I.T., President quintanillaheadley@sbcglobal.net	X							-Land Surveying
#11	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, TX 78539 TEL: 956-383-8522 - FAX: 383-0295 Raul Palma, P.E., President apalma@megengineers.com hpalma@megengineers.com rpalma@megengineers.com	X							-Construction Materials Testing -Geo-Technical Engineering
#12	**Rio Delta Engineering** 921 South 10th Edinburg, TX 78539 TEL: 956-380-5152 -FAX: Gilbert J. Guerra, President riodelta2004@yahoo.com / gilbertgue@msn.com	X							
#13	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, TX 78504 TEL: 956-668-1588 - FAX: 994-8102 Javier Hinojosa, P.E., Owner javhin@rgv.rr.com cybarra@bizrgv.rr.com	X						X	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**

RFQ NO: **2012-002-01-18-CGA**

RFQ ACCEPTANCE DATE: **JANUARY 18, 2012**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2012 through February 08, 2013

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#14	**Raba-Kistner Consultants, Inc.** 800 E. Hackberry McAllen, TX 78501 956-682-5332 956- 682-5487 Fax Martin Vila, P.E., Vice President (Elizabeth) Norma E. Salazar, Admin Assistant mvila@rkci.com kbraun@rkci.com nsalazar@rkci.com					X			-Construction Material Testing -Facilities Engineering -Pavement Consulting
#15	**S&B Infrastructure, Ltd.** 5408 N. 10th Street McAllen, TX 78504 956-926-5000 956-994-0427 fax Daniel O. Rios, P.E., Sr. Vice President acwalzer@sbinfra.com dorios@sbinfra.com	X	X	X	X	X	X	X	
#16	**R. Gutierrez Engineering Corporation** 317 E. Park Pharr, TX 78577 TEL: 956-782-2557 - FAX: 782-2558 Ramiro Gutierrez, P.E., President rguteng@sbcglobal.net javier@rgutierrezengineering.com	X						X	
#17	**Innovative Civil Engineering Services, Ltd.** 1306 S F Street, Suite A Harlingen, TX 78550 956-428-2443 956-202-0491 Jaime Cantu Jaime.cantu@earthcorgv.com	X							
#18	**Dannenbaum Engineering Corporation** 1109 Nolana Loop, Suite 208 McAllen, TX 78504 TEL: 956-682-3677- FAX: 686-1822 Louis H. Jones, Jr., P.E., Principal cynthia.luera@dannenbaum.com Suzie.crumpler@dannenbaum.com	X	X			X		X	
#19	**Guzman & Munoz Engineering & Surveying, Inc.** 2020 E. Expwy 83 Mercedes, TX 78570 956-565-4637: Fax: 956-565-4636 Christy Torres christy@gmes.biz / jmunoz@gmes.biz	X	X	X		X		X	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**

RFQ NO: **2012-002-01-18-CGA**

RFQ ACCEPTANCE DATE: **JANUARY 18, 2012**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2012 through February 08, 2013

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#20	**Sherfey Engineering SA, LLC** 8400 Blanco Rd., Ste. 201 San Antonio, Tx 78216 Ph.:210-493-9200; Fax: 210-493-9205 Javier Garcia, Principal jgarcia@sherfeysa.com	X							
#21	**Young Professional Resources** 8100 Roughrider Dr., Ste. 101 Windcrest, Tx 78239 Ph: 210-590-9215; Fax: 210-590-9346 Leonard D. Young, PE, President 1young@yprcounsulting.com	X							
#22	**SDI Engineering, LLC** 3515 N. Sugar Road Edinburg, TX 78539 Ph.: 956-783-7634: Fax:956-287-3797 Isael Posadas, President iposadas@sdi-engineering.com	X						X	
#23	**Barrera Torres Infrastructure, PLLC** 7001 N. 10th St. , Suite 300 McAllen, TX 78504 Ph.: 956-687-3355/FAX: 956-992-8801 Jose Torres, PE, Principal: joe.torres@bti-engineering.com rene.barrera@bti-engineering.com	X	X					X	
#24	**Cortran Engineering PLLC** 721 E. Esperanza, Ste. H McAllen, Texas 78504 Ph.: 956-971-0289; Fax: Yara M. Corbitt, PE, President yara@cortranengineering.com	X						X	
#25	**L&G Engineering** 2100 W. Expressway 83 Mercedes, TX 78570 TEL: 956-565-9813 - FAX: 565-9018 Jacinto Garza, P.E., CEO/Project Manager jacinto@lgengineers.com ldominguez@lgengineers.com	X	X	X		X		X	
#26	**DOS LOGISTICS** 1002 E Expwy 83 Weslaco, TX 78596 TEL: 956-968-8800; Fax: 956-447-8194 ericybarra@doslogistics.com julissasalinas@doslogistics.com denishathompson@doslogistics.com	X				X		X	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**

RFQ NO: **2012-002-01-18-CGA**

RFQ ACCEPTANCE DATE: **JANUARY 18, 2012**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2012 through February 08, 2013

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#27	**The Alex Group** 1418 Beech Ste. 27 Mc Allen, TX 78501 956-687-2539; Fax: 956-687-2545 Alex Gholmieh, Principal alex@thealexgroup.net Idalia Smasal, Office Manager idalia@thealexgroup.net			X	X		X		
#28	**Perez Consulting Engineers** 808 Dallas Ave McAllen, Texas 78501 Ph: 956-631-4482; Fax: 956-682-1545 Jorge D. Perez, Owner/President mf@perezce.com	X							
#29	**Terracon Consultants, Inc.** 1506 Mid-Cites Drive Pharr, TX 78577 TEL: 956-283-8254; FAX: 956-283-8279 Jorge A. Flores, P.G.-Principal Stephanie Marie Rendon, MBA jaflores@terracon.com smrendon@terracon.com	X				X			
#30	**Hinojosa Engineering, Inc.** 108 W. 18th Street Mission, TX 78572 TEL: 956-581-0143 - FAX: 581-2074 Ricardo Hinojosa, P.E., President hinojosaenginc@aol.com	X	X						
#31	**Halff Associates, Inc.** 5000 W. Military, Suite 100 McAllen, TX 78503 TEL: 956-664-0286 - FAX: 664-0282 Robert Saenz, P.E., Vice President jtrevino@halff.com / rsaenz@halff.com	X	X	X	X	X	X	X	
#32	**TEDSI Infrastructure Group** 1201 E Epwy 83 Mission, TX 78572 TEL: 956-424-7898 956-424-7898- FAX: 424-7022 Jesse Salinas, CEO jsalinas@tedsi.com Asalinas@TEDSI.com jsanchez@tedsi.com	X				X			-Toll Road Infrastructure Design -Signing, Markings, & Signalization -Illumination -Traffic Studies, Traffic Control Plans
#33	**Izaguirre Engineering Group, LLC** 7413 N. La Homa St. Mission, Tx. 78574 Ph. 956-240-0749; Fax. 956-584-0554 Diana Izaguirre; President diana.izaguirre@yahoo.com	X				X		X	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**

RFQ NO: **2012-002-01-18-CGA**

RFQ ACCEPTANCE DATE: **JANUARY 18, 2012**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2012 through February 08, 2013

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#34	**Civil Systems Engineering, Inc. (CSE)** P. O. Box 572373 Houston, TX 77257 TEL: 713-782-3811; FAX: 713-782-381 Deren Li, President; dli@cseengineers.com	X				X		X	-GIS Application
#35	**Entech Civil Engineers, Inc.** 16360 Park Ten Place, Suite 230 Houston, TX 77084 Ph.: 281-945-0069; Fax: 281-945-0081 Nick Alanis, Vice President: nalanis@entechhou.com Juan Antonio (Tony) Gelacio, President	X	X					X	
#36	**Landtech Consultants, Inc.** 2525 North Loop West, Suite 300 Houston, TX 77008 Ph.: 713-861-7068; Fax: 713-861-4131 Paul Kwan. RPLS-President; Glenn Graham, PE-Vice President ggraham@landtech-inc.com	X	X						
#37	**Cruz-Hogan Consultants** 605 E. Violet Avenue, Ste. 5 McAllen, Texas 78504 TEL: 956-682-5022; Fax: 682-5089 RONNIE CRUZ, PE, Vice President ronnie@cruzhogan.net lorena@cruzhogan.net	X				X		X	-Water & Wastewater Treatment -Collection & Distribution
#38	**J. F. Fontaine & Associates** PO Box 530540 2805 Memorial Dr., Ste. B La Feria, Tx 78559 Ph.: 956-797-3411; Fax: 956-797-3400 Daniel Campos, PE **qr.jfeng@hotmail.com**	X				X			
#39	**SAMES Engineering & Surveying, Inc.** 200 S. Cage Blvd. Pharr, TX 78577 TEL: 956-702-8880; FAX: 956-702-8883 Saul D. Maldonado, PE Principal sam@samengineering-surveying.com Jose Rodriguez jose@samengineering-surveying.com rick@samengineering-surveying.com	X	X					X	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**	RFQ NO: **2012-002-01-18-CGA**
RFQ ACCEPTANCE DATE: **JANUARY 18, 2012**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2012 through February 08, 2013

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#40	**Melden & Hunt, Inc.** 115 W. McIntyre Street Edinburg, TX 78539 TEL: 956-381-0981 - FAX: 381-1839 Fred L. Kurth., P.E. President fkurth@meldenandhunt.com tina@meldenandhunt.com mike@meldenandhunt.com	X							
#41	**Professional Service Industries, Inc.** 2020 North Loop 499, Suite 302 Harlingen, TX 78550 TEL: 956-423-6826 - FAX: 423-5735 Hector Garza, Branch Manager Eladio.garza@psiusa.com Hector.lopez@psiusa.com					X			-Geo-technical Engineering -Construction Material Testing

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG

RFQ ACCEPTANCE DATE: *JANUARY 18, 2012* | **RFQ ACCEPTANCE TIME**: *9:30 A.M*

DEPARTMENT/RFQ DESCRIPTION: *"Professional Engineering Services-Geotechnical & Construction Materials Testing Pool"*

RFQ NO: *2012-003-01-18-SMA* | **BUYER:** *Sandra Montalvo*

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
1.	RABA-KISTNER CONSULTANTS, INC. Attn: Norma Salazar	EM	Sandra Montalvo	12/27/11	800 E. Hackberry Avenue McAllen, Texas 78501 Tel (956) 682-5332 Fax:(956) 682-5487 nsalazar@rkci.com 12821 W. Golden lane San Antonio, TX 78249 Tel:(210) 699-9090 Fax:(210) 699-6426 kbraun@rkci.com
2.	HALFF ASSOCIATES, INC Attn: Joey Trevino	EM	Sandra Montalvo	12/27/11	5000 West Military, Suite 100 McAllen, Texas 78503 Tel (956)664-0286 Fax:(956) 664-0282 jtrevino@halff.com
3.	MILLENNIUM ENGINEERS GROUP Attn: Andres Palma	EM	Sandra Montalvo	12/27/11	P.O. Box 4569-7050 705 Dawson Drive Edinburg, TX 78540 Tel:(956) 383-8522 Fax:(956) 383-0295 apalma@megengineers.com rpalma@megengineers.com hpalma@megengineers.com
4.	TERRACON CONSULTANTS, INC Attn: J.A. Flores	EM	Sandra Montalvo	12/27/11	1506 Mid-Cities Drive Pharr, TX 78577 Tel:(956) 283-8254 Fax(956) 283-8279 jaflores@terracon.com dlrodriguez@terracon.com smrendon@terracon.com
5.	L & G ENGINEERING LABORATORY, LLC Attn: Jacinto Garza, P.E.	EM	Sandra Montalvo	12/27/11	2100 West Expressway 83 Mercedes, TX 78560 Tel: (956) 565-0760 Fax:(956)565-6746 jacinto@lgengineers.com
6.	PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI) Attn: Hector J. Lopez, P.E.	EMR	Sandra Montalvo	12/27/11	2020 N. Loop 499, Suite 302 Harlingen, Texas 78550 (956) 423-6826 (office) (956) 453-6172 (mobile) (956) 423-5735 (fax) hector.lopez@psiusa.com eladio.garza@psiusa.com
7.	EARTH CO., LLC Attn: Rudy Martinez	EM	Sandra Montalvo	12/27/11	1306 S. "F" Street Suite A Harlingen, TX 78550 Tel:(956)428-2443 Fax (956)793-6387 rudy.martinez@earthcorgv.com
8.	PRIME VENDOR INC Attn: Erika Russ	EMR	Sandra Montalvo	12/27/11	4622 Cedar Avenue, Suite 123 Wilmington, N. C. 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 bids17@prime-vendor.com

9.	IMS Attn: Jenny Flanagan Regional Manager	EMR	Sandra Montalvo	12/29/11	945 Hornblend Street, Suite G San Diego, CA 92109 (858) 490-8823 (direct) (888) 467-3151 (toll free) (858) 490-8811 (fax) TX1@imsinfo.com www.imsinfo.com jflanagan@imsinfo.com
10.	MAGNASOFT CONSULTING INDIA PVT. Attn: Kapil Sisodiya	EMR	Sandra Montalvo	12/29/11	91-80-4346600 Kapil.s@magnasoft.com 33/1 Lalbagh Road near corp. Bangalore(Karnataka) 560027 India P : 918043466000 Ext 166 Fax : 08043466000
11.	BARRERA LAND SURVEYING Attn: Joe Barrera Jr.	EMR	Sandra Montalvo	01/05/12	7715 Mainland Dr. Suite 114 San Antonio, Tx 78250 P: 210-444-9023 F: 210-444-9479 barreralandsurveying.joe@gmail.com
12.	HVJ ASSOCIATES Attn: Dixie Cawthorne	EMR	Sandra Montalvo	01/10/12	8701 John W. Carpenter Freeway, Suite 250 214-678-0227 Phone 214-678-0228 Fax dcawthorne@hvj.com www.hvj.com
13.	CRENSHAW CONSULTING GROUP, LP Attn: Karen Baker	EMR	Sandra Montalvo	01/11/12	3810 Masthead NE, Suite B Albuquerque, NM 87109 Tel: 505.797.8771 Fax: 505.797.2875 kbaker@crenshawcg.com
14.	QUINTANILLA, HEADLEY & ASSOCIATES Attn: Dinorah Quintanilla	IP	Sandra Montalvo	01/13/12	124 E. Stubbs Edinburg, Tx 78539 956-381-6480\

***VIA:**
E-mail (EM)
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
EMAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: HIDALGO COUNTY -Professional Engineering Services- *Geotechnical & Construction Materials Testing Pool"*

RFQ ACCEPTANCE DATE: *JANUARY 18, 2012* | ***RFQ ACCEPTANCE TIME****: 9:30 A.M.*

RFQ NO: *2012-003-01-18-SMA* | **BUYER:** *Sandra Montalvo*

	NAME OF COMPANY	CD Included	ACKNOWLEDGMENT OF RECEIPT
1	MEG Engineers Group Inc.	2	1 original 7 copies
2	Raba Kistner	2	1 original 7copies
3	Earth Co.	2	1 original 7copies
4	L & G Engineering Lab.	2	1 original 7copies
5	Terracon	2	1 original 7copies
6	PSI	2	1 original 7copies
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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: January 18, 2012 | **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISERS SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2012-004-01-18-YZV | **BUYER:** Yolanda Velasquez

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
1.	TEDSI INFRASTRUCTURE GROUP Attn: Maria Lugo	BLM/EM	mlugo@tedsi.com YZV	12/27/11	1201 E. Expressway 83 Mission, Texas 78572 Ph. (956) 424-7898 Fax (956) 424-7022
2.	HLH APPRAISAL SERVICES Attn: Harvey L. Heersse	BLM	heerssen@sbcglobal.net YZV	12/27/11	6107 Aberton Forest Drive Houston, Tx 281-855-7763 Office 281-799-5652 Cell
3.	LEONEL GARZA, JR. & ASSC. LLC. Attn: Leonel Garza Jr.	BLM	Leonel3@aol.com leonel3@garza-associates.com almao@garza-associates.com YZV	12/27/11	1419 Dove, Ste 1 McAllen, TX 78504 TEL: 956-687-7295 FAX: 956-687-9236
4.	PROFESSIONAL APPRAISAL SERVICES INC. Attn: John H. Malcom Jr.	BLM	jmalcom@proappraisal.com YZV	12/27/11	P.O. BOX 3722 1105 Tamarack Ave. McAllen, Tx 78501 956-687-9535 office 956-687-9539 fax
5.	A. PALACIOS MANAGEMENT CONSULTANTS Attn: Arturo Palacios	BLM	arturopalacios@sbcglobal.net YZV	12/27/11	P.O. BOX 3613 McAllen, Tx 78502 956-664-0073
6.	George Jaime Salazar II D/B/A REAL ESTATE APPRAISALS Attn: Jaime Salazar	BLM	jaimesalazar2@aol.com YZV	12/27/11	502 W. Kuhn Street Edinburg, TX 78541 956-386-1500 office 956-867-6398 cell
7.	VICTORY APPRAISAL SERVICES Attn: Edgar A. Herrera	BLM	**victoryapp.services@victoryappraisalservices.biz** **YZV**	12/27/11	P.O. Box 1722 Edinburg, Texas 78540 (956) 802-5508
8.		IP	**Jgavila52@hotmail.com** YZV	12/27/11	12-28-Pending contact info. will email to Gris on Tuesday.
9.	THE REAL ESTATE CENTER Attn: Rene De La Cruz	BLM	renedelacruz@sbcglobal.net **YZV**	12/27/11	P.O. BOX 810 MISSION, TX 78573-0810 OFFICE- 956-227-0928 FAX- 956-580-9655
10.	REAL ESTATE APPRAISAL SERVICES Attn: Richard D. Garza	BLM	reasmcallen@aol.com YZV	12/27/11	1210 E. Esperanza Ave. McAllen, Tx 78504 956-330-2488
11.	INDEPENDENT APPRAISAL SERVICES Attn James G Miller	BLM	jamesmiller421@gmail.com YZV	12/27/11	2917 Scenic Way McAllen, TX 78503 Office: 956-631-0754 Fax: 956-631-3495 Cell: 956-279-7201 E-Mail:

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: January 18, 2012 | **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISERS SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2012-004-01-18-YZV | **BUYER:** Yolanda Velasquez

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
12.	ARANDA & ASSOCIATES	BLM	arandaj@arandaworld.com YZV	12/27/11	1552 Dove Ave. McAllen TX 78504 TEL: 956-631-0944 FAX: 956-631-0992
13.	SCROGGIN APPRAISAL SERVICE	BLM	scroggintx@sbcglobal.net YZV	12/27/11	1124 Pecan Blvd. McAllen TX 7850 TEL: 956-668-7478 – FAX 956-668-1728
14.	EXECUTIVE APPRAISALS/RAMON A. OLIVAREZ	BLM	rolivarez@rgv.rr.com YZV	12/27/11	106 Ciro Dr. San Juan, TX 78589 TEL: 956-682-6123
15.	PEREZ APPRAISAL SERVICE	BLM	Dperez7187@aol.com YZV	12/27/11	6901 N. 34th Street McAllen TX 78502 TEL: 956-971-0867
16.	S & R APPRAISAL	BLM	Robertlstout2@hotmail.com YZV	12/27/11	3317 N. Ware Rd. McAllen TX 78504 TEL: 956-687-6181
17.	TREVINO REAL ESTATE APPRAISAL SERVICE	BLM	treappraisals@yahoo.com YZV	12/27/11	1023 S. 14th Street Edinburg, TX 78539 TEL: 956-383-2586
18.	SPECTRUM APPRAISALS	BLM	specappraisals@sbcglobal.net YZV	12/27/11	924 W. Nolana Rd. Ste A Pharr, TX 78577 TEL: 956- 283-8730
19.	SUNRISE APPRAISAL COMPANY	BLM	wendytetreau@sbcglobal.net YZV	12/27/11	3405 W. Gardenia Ave. McAllen TX 78501 TEL: 956-994-8488 FAX:888-504-7146
20.	ROBINSON, DUFFY & BARNARD, LLP.	BLM	bduffy@rdbllp.com YZV	12/27/11	1906 East Tyler Avenue, Suite C Harlingen, TX 78550 TEL: 956-428-4480 FAX: 956-428-4154
21.	AGUIRRE AND PATTERSON,INC Attn: Joe Patterson	BLM	Patterson@bizrgv.rr.com YZV	12/27/11	3315 N. McColl Road McAllen, TX 78501 TEL: 956-686-4532 FAX: 956-686-6011
22.	MCALLEN VALUATION SERVICES Attn: Jess Smith	BLM	mcallenvaluation@hotmail.com YZV	12/27/11	TEL: 956-687-8200

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: January 18, 2012 | **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISERS SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2012-004-01-18-YZV | **BUYER:** Yolanda Velasquez

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
23.	EARTH CO., LLC Attn: Rudy Martinez	BLM	Rudy.martinez@earthcorgv.com YZV	12/27/11	956-428-2443
24.	TEDSI Infrastructure Group Attn Jose A. Sanchez	EM	Jasanchez@tedsi.com YZV	12/28/11	1201 E Expressway 83 Mission, TX 78572 Tel: 956-424-7898 Fax: 956-424-7022
25.	Prime Vendor Inc. Erika Russ	EM	Bids17@prime-vendor.com YZV	12/28/11	4622 Cedar Avenue, Ste 123 Wilmington, NC 28403-4429 Tel: 800-746-9554 Fax: 800-746-8307
26.					
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*VIA:
BIDDER LIST MAIL OUT (BLM)
TELEPHONE REQUEST (TR)
IN PERSON (IP)
EMAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNT

RFB ACCEPTANCE DATE: January 18, 2012 | **RFB ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "PROFESSIONAL APPRAISERS SERVICES - HIDALGO COUNTY"

RFB NO: 2012-004-01-18-YZV

	Name of Company	2-CD's Included	Acknowledgment of Receipt
1	H L H APPRAISAL SERVICES	Yes	1 Original 7 Copies
2	PROFESSIONAL APPRAISAL SERVICES, INC	Yes	1 Original 7 Copies
3	LEONEL GARZA & ASSOCIATES	Yes	1 Original 7 Copies
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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

RFQ ACCEPTANCE DATE: JANUARY 18, 2012 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL SURVEYORS SERVICES -HIDALGO COUNTY"

RFQ NO: 2012-005-01-18-YZV BUYER: YOLANDA VELASQUEZ

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
1.	ARANDA & ASSOCIATES	EM	arandaj@arandaworld.com YZV	12/27/11	1552 Dove Ave. McAllen TX 78504 TEL: 956-631-0944 FAX: 956-631-0992
2.	CVQ LAND SURVEYORS Attn: Carlos Vasquez	EMR	cvq@cvqls.com YZV	12/27/11	517 Beaumont Ave. McAllen, Tx 78501 TEL: 956- 618-1551 FAX 956-618-1547
3.	MELDEN & HUNT, INC.	EM	tina@meldenandhunt.com YZV	12/27/11	115 West McIntyre Street Edinburg, TX 78541 TEL: 956-381-0981 FAX: 956-381-1839
4.	GUZMAN & MUNOZ ENGINEERING/SURVEYING, INC,	EM	Christy@gmes.biz YZV	12/27/11	2020 E. Expressway 83 Mercedes, Tx 78570 (p)956-565-4637
5.	L & G ENGINEERING	EM	velma@lgengineers.com YZV	12/27/11	2100 W. Expressway Mercedes, TX 78570 TEL: 956-565-9813
6.	DANNENBAUM Attn: Cynthia Luera	EM	Cynthia.luera@dannenbaum.com YZV	12/27/11	1109 Nolana Loop Ste 208 McAllen TX 78504 TEL: 956-682-3677 direct: 956-429-0540
7.	DOS LOGISTICS	EM	ericybarra@doslandsurveying.com denishathompson@doslogistics.com YZV	12/27/11	24114 FM 2556 Santa Rosa Tx 78593 TEL: 956- 797-4601 956-797-4630
8.	GARCIA R. E. & ASSC. SURVEYORS & ENG.	EM	regaassoc@aol.com YZV	12/27/11	116 N. 12th Ave Edinburg, TX 78539 TEL: 956- 381-1061 CELL: 956-428-2443
9.	INNOVATIVE CIVIL ENG. SERVICES Attn: Jaime M. Cantu	EM	icesltd@rgv.rr.com YZV	12/27/11	1306 S. F. St. Suite A Harlingen, TX 78550 TEL: 936- 466-1954
10.	J E SAENZ & ASSC. INC. Attn: Jose E. Saenz	EM	jacalifa@jesaenz.com fquintanilla@jesaenz.com YZV	12/27/11	211 E. Wisconsin Edinburg, TX TEL: 956-383-2984 FAX: 956-383-3736
11.	MILLENNIUM ENGINEERS GROUP, INC. Attn: Raul Palma	EM	meg@megengineers.com YZV	12/27/11	705 Dawson Drive Edinburg, TX 78539 TEL: 956-383-8522 FAX: 956-383-0295

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

FQ ACCEPTANCE DATE: JANUARY 18, 2012 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL SURVEYORS SERVICES -HIDALGO COUNTY"

RFQ NO: 2012-005-01-18-YZV BUYER: YOLANDA VELASQUEZ

12.	R. GUTIERREZ, ENGINEERING Attn: Ramiro Gutierrez	EM	office@rgutierrezengineering.com YZV	12/27/11	130 E. Park Pharr, TX 78577 TEL: 956-782-2557 FAX: 956-782-2558
13.	RODRIGUEZ ENGINEERING Attn: Leo L. Rodriguez, Jr	EM & IP	Atm1963@hotmail.com & Signature YZV	12/27/11 & 01/05/12	5602 E. Iowa Rd. PO Box 1830 Edinburg, TX 78540 Tel:491-1013
14.	DOS LAND SURVEYING	EM	michaelwood@doslandsurveying.com YZV	12/27/11	212 W. 3rd St. Weslaco Tx 78249 TEL: 956-968-8800 FAX:956-246-0064 cell
15.	QUINTANILLA HEADLEY & ASSC. Attn: Alfonso Quintanilla	EM/IP	quintanillaheadley@sbcglobal.net YZV	12/27/11	124 E. Stubbs St. Edinburg, TX 78539 TEL: 956-381-6480 FAX: 956-381-0527
16.	HINOJOSA ENGINEERING INC. Attn: Wilfredo Ricardo Hinojosa Attn. Kenya Olivares	EM	hinojosaenginc@aol.com kolivares@hengineering.com YZV	12/27/11	108 W. 18th Street Mission, TX 78572 TEL: 956-581-0143 FAX: 956-581-2074
17.	SAMES ENGINEERING & SURVEYING, INC. Attn: Samuel Maldonado	EM	m.samueld@hotmail.com YZV	12/27/11	801 East Ferguson Road Pharr, Texas 78577 TEL: 956-702-8880 FAX: 956-702-8883
18.	HALFF ASSOCIATES, INC. Attn.: Lorena Corpus Attn. Courtney M. Wilson	EM	lcorpus@halff.com cwilson@halff.com YZV	12/27/11	5000 West Military, Suite 100 McAllen, TX 78503 TEL: 956-664-0286 FAX: 956-664-0282
19.	SALINAS ENGINEERING & ASSC. Attn: David Omar Salinas	EM	Dsalinas.sea@sbcglobal.net YZV	12/27/11	2221 Daffodil Ave. McAllen, TX 78501 TEL: 956-682-9081 CELL: 956-648-8899
20.	TEDSI Attn: Maria Lugo	EM	edietrich@tedsi.com mlugo@tedsi.com YZV	12/27/11	1201 E. Expressway 83 956-424-7898 956-424-7022 fax
21.	RODS SURVEYING INC.	EM	dcantu@rods.cc YZV	12/27/11	5201 8 ½ Mile Line Road Edinburg, Tx 78541 956-583-8050
22.	SDI ENGINEERING, LLC Attn: Israel Posadas, P.E.	EMR	iposadas@sdi-engineering.com YZV	12/27/11	2327 W. Rhin Drive Edinburg, Tx 78539 956-607-9091 mbl 956-287-3697 fax
23.	R.E. GARCIA & ASSOCIATES	EMR	regaassoc@aol.com YZV	12/27/11	116 N. 12th Ave. Edinburg, Tx 78541 956-381-1061
24.	IMS Attn. Jenny Flanagan	EMR	jflanagan@imsinfo.com YZV	12/28/11	945 Hornblend Street, Ste G San Diego, CA 92109 Direct858-8823 Toll free: 888-467-3151

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
EMAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

FQ ACCEPTANCE DATE: JANUARY 18, 2012 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL SURVEYORS SERVICES -HIDALGO COUNTY"

RFQ NO: 2012-005-01-18-YZV BUYER: YOLANDA VELASQUEZ

25	Guzman and Munoz Engineering and Surveying, Inc Attn. Alfredo J. Resenedez, P.E. Attn. Priscilla Padilla	EM	aresendez@gmes.biz ppadilla@gmes.biz YZV	12/28/11	2020 E. Expressway 83 Mercedes, TX 78570 956-565-4637
26	Prime Vendor Inc. Attn: Erika Russ	EM	Bids17@prime-vendor.com YZV	12/28/11	4622 Cedar Avenue, Ste 123 Wilmington, NC 28403-4429 800-746-9554
27	Barrera Land Surveying Attn. Joe Barrera	EM	Barreralandsurveying.joe@gmail.com YZV	12/28/11	7715 Mainland Dr. Suite 114 San Antonio, TX 78250 210-444-9025
28	Magnasoft Attn. Kapil Sisodiya	EM	Kapil.s@magnasoft.com YZV	12/28/11	
29	Virkrey & Associates, Inc. Consulting Attn. Theresa Spiess	EM	tspiess@vickreynet.com YZV	12/29/11	12940 County Parkway San Antonio, TX 78216 210-349-3271
30	LNV Solutions	EM	hgalloway@invinc.com YZV	12-29/11	8918 Tesoro Drive, Ste 401 San Antonio, TX 78217 210-822-2232
31	X8 Environmental INC Attn. Jacey Reid	EM	jreid@x8environmental.com YZV	12/29/11	806-939-0033x124 Fax: 866-899-7063
32	RIO DELTA SURVEYING Attn: Merelda Gonzalez	EM	mereldag@msn.com YZV	01/05/12	8207 Mateo Escobar Monte Alto, TX 78538 TEL: 956-380-5154 FAX:956-380-5156
33	Dannenbaum Attn. Sandra Spence Attn. Suzie Crumpler	EM	Sandra.spenc@dannenbaum.com Suzie.crumpler@dannenbaum.com YZV	01/03/12	Tel: 713-527-6471 Mobile: 281-513-5289
34					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
EMAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFB ACCEPTANCE DATE: JANUARY 18, 2012 | **RFB ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "PROFESSIONAL SURVEYORS SERVICES-HIDALGO COUNTY"

RFB NO: 2012-005-01-18-YZV

	NAME OF COMPANY	2 CD'S Included	ACKNOWLEDGMENT OF RECEIPT
1	ROD'S SURVEYING INC.	Yes	1 Original 7 Copies
2	R.E. GARCIA & ASSOCIATES	Yes	1 Original 7 Copies
3	RODRIGUEZ ENGINEERING	Yes	1 Original 7 Copies
4	QUINTANILLA HEADLEY & ASSOCIATES	Yes	1 Original 7 Copies
5	CVQ LAND SURVEYORS LLC	Yes	1 Original 7 Copies
6	R. GUTIERREZ ENGINEERING	Yes	1 Original 7 Copies
7	DANNENBAUM ENGINEERING	Yes	1 Original 7 Copies
8	GM-GUZMAN & MUÑOZ	Yes	1 Original 7 Copies
9	ARANDA & ASSOCIATES	Yes	1 Original 7 Copies
10	BARRERRA LAND SURVEYING	Yes	1 Original 7 Copies
11	DOS LAND SURVEYING	Yes	1 Original 7 Copies
12	HINOJOSA ENGINEERING INC	Yes	1 Original 7 Copies
13	HALFF ASSOCIATES INC	Yes	1 Original 7 Copies
14	TEDSI INFRASTRUCTURE GROUP	Yes	1 Original 7 Copies
15	SAMES ENGINEERING INC.	Yes	1 Original 7 Copies
16	MELDEN & HUNT INC.	Yes	1 Original 7 Copies
17			
18			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 18, 2012 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"
RFQ NO: 2012-006-01-18-YSI

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA	SENT	RCVD	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	**G.A.S. Enterprises, Inc.** Melissa Perez, Project Coordinator/Estimator Address: P.O. Box 309 Elsa, Texas 78543	E-MAIL	X	X	Melissa Perez gas107@aol.com	12/27/11	956-262-7106 956-262-7107
2	**Prodigy Construction Management, LLC** Mario A. Rodriguez 4409 N. 22nd McAllen, Texas 78504	E-MAIL	X X	 X	~~Mario A. Rodriguez~~ legalag@aol.com Gigi ggarza@prodigycompany.com	~~12/27/11~~ 01/13/11	~~956.330.6002~~ 956-800-1122
3	**Dannenbaum Engineering Company, LLC** Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504 www.dannenbaum.com	E-MAIL	X X	 X X	Sandra.Spence@dannenbaum.com Suzie.Crumpler@dannenbaum.com Gloria.Rodriguez@dannenbaum.com	12/27/11 12/28/11	(956)682-3677 Office (956)686-1822 Fax (956)789-1257 Cellular
4	**S&B Infrastructure, Ltd - McAllen** Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504	E-MAIL IP	X X	 X	Walzer, Alma ACWalzer@sbec.com Sharlotte Teague slteague@sbinfra.com	12/27/11 12/29/11	956-926-5042 956-994-0427 fax 956-342-1427 cell 956-279-7364
5	**HighMark Construction Company, LLC** Carlo Cantu, CEO 3827 N. 10th St., Suite 305 McAllen, Texas 78501	E-MAIL	X X	X X	Carlo Cantu carlo.cantu@highmark-construction.com	12/27/11 01/13/12	956-451-3274 cell 956-664-2359 fax
6	**R.H. Shackelford** Vicky Stigliano, *Business Development Manager* 1100 NW Loop 410, Suite 546 San Antonio, TX 78213	E-MAIL	X	X	Vicky Stigliano vstigliano@rhsitx.com	12/27/11	210-525-0647
7	**SAM Engineering and Surveying, Inc. (SAMES, Inc.)** Jose Rodriguez, E.I.T. 200 S. Cage Blvd. Pharr, Texas 78577	E-MAIL	X	X	jose@samengineering-surveying.com	12/27/11	956-702-8880 956-702-8883 fax
8	**DOS Logistics** 1002 E. Expressway 83 Weslaco, TX 78596	E-MAIL	X X	 X	lupita@doslogistics.com hugogonzalez@doslogistics.com	12/27/11 01/12/12	956-447-8196
9	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, TX 78572	E-MAIL	X	X	JASanchez@tedsi.com	12/27/11 12/28/11	956-424-7898 956-424-7022
10	**Broaddus & Associates, Inc.** Gilbert Gallegos, AIA 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501	E-MAIL	X	X	ggallegos@broaddusassociates.com	12/27/11	956-688-2307 956-688-2315
11	**Prime Vendor Inc.** Erika Russ 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429	E-MAIL	X	X	Bids17@prime-vendor.com	12/27/11	800-746-9554 800-746-8307 fax
12	**Tandem Consulting, LLC** Don Roundtree 7389 I-30 E Spring Sulphur Springs, TX 78542	E-MAIL	X	X	domn@tandem-consulting.net	12/28/11	903-439-7217

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 18, 2012 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"
RFQ NO: 2012-006-01-18-YSI

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA	SENT	RCVD	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
13	**Guzman & Munoz Engineering and Surveying, Inc.** Alfredo J. Resendez 2020 E. Expressway 83 Mercedes, TX 78570	E-MAIL	X	X	Aresendez@gmes.biz	12/28/11	956-565-4637 956-565-4636
14	**Yates Construction** Susan Charles 900 Arion Pkwy, Bldg D, Ste110 San Antonio, TX 78216	E-MAIL	X	X	scharles@wgyates.com	12/29/11	956-565-4637 956-565-4636
15	**Civil Engineering Consultants (CEC)** Frank M. Jaster, P.E. 11550 IH 10 Suite 395 San Antonio, TX 78230-1037	E-MAIL	X	X	fjaster@cectexas.com	12/29/11	210-641-9999 210-641-6440 fax 210-324-9964 cell
16	**Skanska USA Building Consulting** Marsh Ragland 30 Burton Hills Boulevard, Suite 400 Nashville, TN 37215	E-MAIL	X		Marsh.Raglnad@skanska.com	12/29/11	615-238-6709 615-887-6970 mobile 615-665-5510 fax
17	**IMS** Jenny Flanagan 945 Hornbled Street, Suite G San Diego, CA 92109	E-MAIL	X		jflanagan@imsinfo.com	12/28/11	858-490-8823 888-467-3151 858-490-8811 fax
18	**FJW Construction** Jeanne Baker, Office Manager 1100 E. Jasmine, Suite 102 McAllen, TX 78501	E-MAIL	X	X	jbaker@fjwcc.com	01/03/12	956-688-2397 956-525-3967 956-688-2315 fax
19	**Urban Infrastructure Group, Inc.** Eric Gonzalez, P.E. 135 South 8th Street, Suite D Donna, TX 78537	E-MAIL	X	X	cgonzalez@uigtexas.com	01/03/12	956-377-2932 956-377-2841 512-731-6844
20	**IDEA Group, LLC** Jesus Bustos, Principal & Architect 1409 Galveston Ave McAllen, TX 78501	IP	X	X	ideagrp95@sbc.global.net	01/03/12	956-686-6806 956566-8666 956-686-5704 fax
21	**Brian Wyatt, Construction Management Consultant**	E-MAIL	X		brian@lcc3.com	01/04/12	909-841-3856 800-420-3407 fax
22	**Barrera Land Surveying** Joe Barrera Jr. 7715 Mainland Dr. Ste 114 San Antonio, TX 78250	E-MAIL	X		Barreralandsurveying.joe@gmail.com	01/05/12	210-444-9023 210-444-9479 fax
23	**R. E. Garcia & Associates** Raul E. Garcia 116 N. 12th Edinburg, TX 78541	E-MAIL	X		regaassoc@aol.com	01/09/12	956-381-1061 956-239-2037c

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: JANUARY 18, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "CONSTRUCTION MANAGEMENT SERVICES"

RFQ NO: 2011-006-01-18-YSI

RFQ	NAME OF COMPANY	2 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT / # of copies
1	**Dannenbaum Engineering Company, Llc** Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504	YES	1 original 7 copies
2	**S&B Infrastructure, Ltd - McAllen** Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504San Antonio, TX 78213	YES	1 original 7 copies
3	**Prodigy Construction Management, LLC** Mario A. Rodriguez 4409 N. 22nd McAllen, Texas 78504	YES	1 original 7 copies
4	**Guzman & Munoz Engineering and Surveying, Inc.** Alfredo J. Resendez 2020 E. Expressway 83 Mercedes, TX 78570	YES	1 original 7 copies
5	**R.H. Shackelford** Vicky Stigliano, *Business Development Manager* 1100 NW Loop 410, Suite 546 San Antonio, TX 78213	YES	1 original 7 copies
6	**DOS Logistics** 1002 E. Expressway 83 Weslaco, TX 78596	YES	1 original 7 copies
7	**Broaddus & Associates, Inc.** Gilbert Gallegos, AIA 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501	YES	1 original 7 copies
8	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, TX 78572	YES	1 original 7 copies
9	**IDEA Group, LLC** Jesus Bustos, Principal & Architect 1409 Galveston Ave McAllen, TX 78501	YES	1 original 7 copies
10	**SAM Engineering and Surveying, Inc.** **(SAMES, Inc.)** Jose Rodriguez, E.I.T. 200 S. Cage Blvd. Pharr, Texas 78577	YES	1 original 7 copies
11	**G.A.S. Enterprises, Inc.** Melissa Perez, Project Coordinator/Estimator Address: P.O. Box 309 Elsa, Texas 78543	YES	1 original 7 copies

AI-30795 **23. A. 5.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the (final and approved by legal) the revised negotiated AIA Forms of Agreement between Hidalgo County and ERO International, dba, ERO Architects in connection with the following project: "Master Plan for the Courthouse."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

Avail. Bal. $235,000.00

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Rocio Villarreal Started On: 01/25/2012 04:52 PM

Final Approval Date: 01/31/2012

AI-30714 **23. A. 6.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Interlocal Cooperation Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo in connection with participation in Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D Insurance" including execution of document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item will have no budgetary impact or cost to County inasmuch as cost will be paid by the Appraisal District to the County pursuant to page 2 of 6-section 2-"Direct Payment by District".

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/25/2012 02:40 PM
Budget & Management	Merlen P. Munoz	01/25/2012 03:04 PM
Rosalinda Cantu	Rosie Cantu	01/27/2012 02:58 PM
Auditor's Office	Arcilia Duran	01/30/2012 02:06 PM
Evangelina Garcia	Marty Salazar	01/30/2012 02:14 PM

Form Started By: Vangie Garcia Started On: 01/23/2012 01:59 PM

Final Approval Date: 01/30/2012

INTERLOCAL GOVERNMENTAL AGREEMENT

This **INTERLOCAL GOVERNMENTAL AGREEMENT** is made as of the date set forth below by and between **HIDALGO COUNTY APPRAISAL DISTRICT**, a political subdivision of the State of Texas, ("District"), and the **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, ("County"), as follows:

WHEREAS, the District and the County are each authorized to provide employment benefits to their respective employees, including, but not limited to group health insurance and group life and accidental death and disability insurance (life/AD&D);

WHEREAS, the County, in compliance with the laws of the State of Texas, requested bids on group health insurance and group life/AD&D insurance coverage;

WHEREAS, after review of all bids and proposals, the County authorized the establishment of a self-funded health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS to act as the third party administrator and to provide the stop loss insurance under such program and to award the life/AD&D insurance contract to FORT DEARBORN LIFE INSURANCE COMPANY on the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the District desires to provide its employee health insurance coverage through the County in order to maximize the economies of scale and the taxpayer funds used to provide such insurance;

WHEREAS, the District and the County desire to cooperate with each other in providing appropriate health insurance coverage to their employees on the most cost-efficient basis; and

WHEREAS, the governing bodies of the District and the County have authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed by the District and the County as follows:

1. **Inclusion of District by County.** The County consents to the inclusion of District as part of County's employee group for both its self funded health insurance program with BLUE

CROSS BLUE SHIELD OF TEXAS as set forth above and its life/AD&D insurance contract with FORT DEARBORN LIFE INSURANCE COMPANY on the terms and conditions as described in Exhibit "A" attached hereto and made a part hereof.

2. **Direct Payment by District.** (a) All costs associated with premiums for both health and life/AD&D insurance coverages related to District's employees shall be paid directly by District to the County or at the written direction of the County to BLUE CROSS BLUE SHIELD OF TEXAS or FORT DEARBORN LIFE INSURANCE COMPANY as the case may be.

(b) County is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the District. District is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the County.

(c) If upon termination of the coverages provided for herein, the County shall receive any refund from either BLUE CROSS BLUE SHIELD OF TEXAS or FORT DEARBORN LIFE INSURANCE COMPANY for any fees, deposits or premiums related to the term hereof, County agrees to pay to District within ten (10) business days of the receipt of such refund a prorata share thereof based upon the District's proportional payment of such fee, deposit or premium as compared to the County's proportional payment of such fee, deposit or premium.

3. **Notice by County.** County agrees to provide District thirty (30) days written notice of any change or termination of such health and life/AD&D insurance coverages prior to the effective date of any such change.

4. **Provision for Governmental Services.** The parties to this Agreement acknowledge that the performance and services provided under this Agreement must be paid for from current revenues available to each party. If such revenue is not available, each party has the right to terminate the Agreement without further obligation or liability upon thirty (30) days written notification of such termination to the other party.

5. **Term and Renewal.** To the extent any obligation or performance under this Agreement extends beyond one (1) year from the date hereof, this Agreement shall remain in effect only on the condition that the both parties shall ratify and extend this Agreement on an annual

basis. Upon failure of either party to ratify and extend this Agreement, this Agreement shall terminate without further liability to either party.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law; and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County
Attention: Ramon Garcia, County Judge
Hidalgo County Courthouse
Edinburg, Texas 78539

If to District: Hidalgo County Appraisal District
Attention: Rolando Garza, Chief Appraiser
4405 S. Professional Drive
Edinburg, Texas 78539

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.

11 **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.

12 **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.

13. **Assignment.** This Agreement shall not be assignable.

14. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

18. **Mediation.** In the event of a dispute between the District and the County over issues related to this Agreement, the parties agree to submit such disputes to mediation by a mutually agreeable mediator prior to the institution of any suit to resolve the dispute or to enforce the terms of this Agreement. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

EXECUTED the _____ day of _____, 2012.

COUNTY OF HIDALGO, TEXAS

By:_____

Ramon Garcia, County Judge

EXECUTED the _____ day of _____, 2012.

HIDALGO COUNTY APPRAISAL DISTRICT

By: Rolando Garza

ROLANDO GARZA, Chief Appraiser

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Blue Cross Blue Shield of Texas with $1,000 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
Employee (Paid by District)	$347.00	
Spouse	$193.00	$96.50
Child or Children	$85.00	$42.50
Family	$277.00	$138.50

OPTIONAL BUY-UP PLAN - Blue Cross Blue Shield of Texas with $500 Ded - 80/50 Plan		
Employee	$31.00	$15.50
Employee + Spouse	$236.00	$118.00
Employee + Child or Children	$123.00	$61.50
Employee + Family	$359.00	$179.50

****

****

LIFE AND AD & D INSURANCE

Rates with Fort Dearborn Life Insurance Company with $25,000 Coverage	LIFE AND AD & D
	$0.09 or $2.25 per employee

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 25, 2012 5:56 PM
To: 'Evangelina Garcia'
Subject: FW: Interlocal Agreement between Hidalgo County Appraisal District Office and Hidalgo County

---

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, January 25, 2012 4:54 PM
To: 'Martha Salazar'
Subject: RE: Interlocal Agreement between Hidalgo County Appraisal District Office and Hidalgo County

I am OK with the agreement if Gary Looney has approved.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 25, 2012 3:56 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Interlocal Agreement between Hidalgo County Appraisal District Office and Hidalgo County
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, January 25, 2012 2:55 PM
To: 'Martha Salazar'
Subject: Interlocal Agreement between Hidalgo County Appraisal District Office and Hidalgo County

Marty:
Attached for legal's review as to form of document is the Interlocal Agreement as submitted by the Appraisal District Office requesting for approval of this Interlocal as previously done before for the purposes of participating and in connection with the County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D Insurance.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Evangelina Garcia

From: Gary Looney [glooney@alamoinsgrp.com]
Sent: Friday, January 27, 2012 3:00 PM
To: Evangelina Garcia
Subject: RE: Interlocal Agreement between Hidalgo County Appraisal District Office and Hidalgo County

Vangie, Hopefully you received my notes that I had reviewed the documents and approved them for signature by the Appraisal District.
Have a great weekend. Gary

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, January 26, 2012 11:59 AM
To: Gary Looney
Subject: RE: Interlocal Agreement between Hidalgo County Appraisal District Office and Hidalgo County

Mr. Looney:
We need for you to approve this right away inasmuch as it is part of the agenda item.

Please call me should you have any questions.

Thanks

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

-----Original Message-----
From: Gary Looney [mailto:glooney@alamoinsgrp.com]
Sent: Thursday, January 26, 2012 11:27 AM
To: Evangelina Garcia
Subject: Re: Interlocal Agreement between Hidalgo County Appraisal District Office and Hidalgo County

I will get back to u tomorrow Gary

Sent from my iPhone

On Jan 26, 2012, at 9:06 AM, "Evangelina Garcia"
<evangelina.garcia@co.hidalgo.tx.us> wrote:

> Good Morning Mr. Looney:
>
> As in the past, Hidalgo County Appraisal District Office has utilized
the
> County's "Self-Funded Health Insurance Program, Stop Loss Insurance
and
> Life/AD&D Insurance through an Interlocal Agreement and as allowed
under
> Exhibit "A"-Requirements of the RFP (see attachment).

AI-30784 **23. A. 7.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to accept a Letter of Agreement, from contracted vendor, Quest Diagnostics (C-11-144A-11-22) and with authority for County Judge or Court member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

JAIL-PHYSICIAN SERVICES
$239,600.00 available funds as of 01/27/12.
Services are on an as needed basis. Funds must be committed upon purchase.

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

JUV DET HM-PHYSICIAN SERVICES
$14,001.00 available funds as of 01/27/12.
Services are on an as needed basis. Funds must be committed upon purchase.

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-003-0-339

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

BUDGETARY IMPACT:

HEALTH CLINICS-OTHER PROF SRV
$10,006.00 available funds as of 01/27/12.
Services are on an as needed basis. Funds must be committed upon purchase.

Attachments

Letter f Agreement

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/26/2012 02:00 PM
Budget & Management	Merlen P. Munoz	01/26/2012 02:14 PM

Rosalinda Cantu	Rosie Cantu	01/27/2012 02:51 PM
Auditor's Office	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Rocio Villarreal Started On: 01/25/2012 04:11 PM

Final Approval Date: 01/31/2012

Quest Diagnostics

Special Pricing

The fees set forth shall increase on the date of each anniversary of the Effective Date of this Agreement, but no such increase shall exceed the annual increase in the Federal Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Medical Care expenditure group, or five per cent (5%), whichever is lower.

Re: Clinical Laboratory Testing Services

Dear HIDALGO COUNTY HEALTH:

Quest Diagnostics is committed to providing the highest quality testing and services in the industry. This commitment is backed by dedicated people who understand that behind every specimen and result is a human life.

The patient comes first in everything that we do. Our passion is to provide every patient and every customer with services and products of uncompromising quality.

Quest Diagnostics is pleased to offer clinical laboratory testing services to you in accordance with the terms established below.

- Both Quest Diagnostics and you agree to fully comply with all applicable laws, rules, and regulations.
- We are both "Covered Entities" under the Health Insurance Portability and Accountability Act ("HIPAA") and will comply with applicable provisions of HIPAA, as well as other state and federal law regarding confidentiality and privacy of patient health information.
- You agree to provide all billing information required by third party payers necessary for Quest Diagnostics to bill and collect from the third party payer(s) for services on your patients, whose specimens are collected in your office.
- You agree to pay Quest Diagnostics within fifteen days of the date Quest Diagnostics sends you an invoice for the services.
- Either party may discontinue this agreement for any reason upon thirty days prior written notice with or without cause.
- You agree that you will not use the Quest Diagnostics name or logo, including posting to the Internet, or create a link to Quest Diagnostics' web site, without prior written consent from Quest Diagnostics.

Please refer to the following page for additional information specific to our agreement.

We look forward to building a relationship with you and we thank you for your confidence in choosing Quest Diagnostics as your reference laboratory.

Sincerely,

_____

Quest Diagnostics Sales Representative

Accepted on behalf of HIDALGO COUNTY HEALTH (19844):

By:_____ Date:_____

Quest Diagnostics

PRICING TERMS

CLIENT: HIDALGO COUNTY HEALTH

ADDRESS: 1304 S 25TH AVE

CITY: EDINBURG **STATE:** TX **ZIP CODE:** 78542-7205

EFFECTIVE DATE OF PRICING: 1/1/2012 **CLIENT NUMBER:** 19844

CLIENT TELEPHONE NUMBER: (956) 383-6221 **GROUP BILL NUMBER:** N/A

QUEST DIAGNOSTICS SALES REPRESENTATIVE: OLICIA HINOJOSA

Service Code	Service Description	Client Price
Special Quotes		
0017409	ALPHA-FETOPROTEIN, CSF	20.00
0000243	AMYLASE	6.00
0000249	ANA W/RFX	6.00
0014577	BV AND VAG SCR, DNA	52.00
0008502	C.TRAC DNA,CX M/URET	9.00
0000329	CARBAMAZEPINE, TOTAL	8.00
0006399	CBC (DIFF/PLT)	2.50
0001759	CBC(H/H,RBC,WBC,PLT)	2.15
0000978	CEA	15.00
0010458	CF CARRIER SCREEN	75.00
0011363	CHLAMYDIA/GC RNA,TMA	45.00
0000374	CK, TOTAL	3.00
0017305	CT/NG SDA	35.00
0000395	CULT, (U) ROUTINE	8.00
0014547	CULT, GBS AND PROBE	20.00
0002692	CULT, HSV, RAPID	20.00
0004558	CULTURE, GENITAL	12.00
0004485	CULTURE, GP. A STREP	7.00
0004482	CULTURE,NP/NASAL	13.00
0010019	CULTURE,SALM/SHIG	13.00
0002126	DAP 10-50	26.00
0000418	DIGOXIN	9.00
0000425	EOSINOPHIL CT, (B)	15.00
0003967	FECAL FAT, QUAL	9.00
0011290	FECAL IMMUNOCHEM	22.00
0003930	FECAL LEUKOCYTE STN	6.00
0000457	FERRITIN	3.50
0000466	FOLATE,SERUM	7.00
0007137	FSH & LH (S)	15.50
0035623	FSH (REFL)	9.00
0008625	GIARDIA AG DETECTION	12.00
0001430	GLUC GEST & FAST 130	9.00
0019834	GLUC GEST & FAST-140	9.00
0008477	GLUCOSE, GEST. SCR.	4.50
0008476	GLUCOSE, PP/1 HR	4.50
0008917	GLUCOSE, RAND (P)	5.00
0006745	GTT, GESTATIONAL, 4	18.00
0029407	H.PYLORI IGG AB	16.00
0008396	HCG, TOTAL, QN	8.00
0016598	HEM A1C W/EAG (REFL)	7.00
0000509	HEMATOCRIT	1.88
0000510	HEMOGLOBIN (B)	1.88
0008181	HEMOGLOBIN A1C W/MPG	5.25

Quest Diagnostics

PRICING TERMS

0007008	HEMOGRAM	1.94
0000512	HEP A IGM AB	14.00
0008475	HEP B SURFACE AB QN	15.00
0008472	HEP C AB	9.00
0019728	HIV1/2 AB SCR W/RFLS	10.00
0006447	HSV 1/2 HERPESELECT	24.00
0000571	IRON, TOTAL	2.00
0007573	IRON, TOTAL, & IBC	3.88
0000613	LITHIUM	8.00
0000622	MAGNESIUM	4.00
0005059	MATERNAL SERUM AFP	15.00
0000660	MYOGLOBIN	24.00
0000661	MYOGLOBIN, (U)	20.00
0000713	PHENYTOIN	10.50
0000723	PLATELET COUNT	1.32
0008847	PRO TIME WITH INR	4.50
0000745	PROGESTERONE	10.00
0000746	PROLACTIN	8.00
0023035	PROT ELECT,(U) (REFL)	40.00
0016831	PROT, TOT & PROT ELEC, W/	12.00
0016833	PROT, TOTAL & PROT ELECT,	12.00
0000747	PROTEIN ELECTRO.	12.00
0005363	PSA, TOTAL	8.00
0000763	PTT, ACTIVATED	4.50
0000783	RED BLOOD CELL COUNT	1.94
0004418	RHEUMATOID FACTOR	6.00
0000799	RPR MONITOR W/REFL	4.00
0008467	RSV AG (IA)	12.00
0037673	RUBELLA IGG&IGM AB	43.00
0000809	SED RATE BY MOD WEST	5.00
0003820	STAT ASSAY 1	10.00
0003821	STAT ASSAY 2	20.00
0014471	SUREPATH PAP	25.00
0014499	SUREPATH RFL HPV	25.00
0000861	T-3 UPTAKE	3.00
0000867	T-4 (THYROXINE)	3.00
0000873	TESTOSTERONE, TOTAL	11.00
0001715	TP RAND (U) W/ CREAT	15.00
0000899	TSH	4.00
0010263	U PROTEIN ELECT W/RF	25.00
0000905	URIC ACID	2.00
0007909	URINALYSIS, REFLEX	2.53
0000916	VALPROIC ACID	9.00
0030509	VDRL, SERUM	8.00
0000927	VITAMIN B12	8.00
0000937	WBC	1.88
0007064	WBC & DIFF	2.50

Service Code	Service Description	Client Price
Panels		
0010108	*CULT, STOOL W/REFL	62.50
0004475	CULT, CAMPYLOBAC.	10.78
0010019	CULTURE,SALM/SHIG	13.00
0030264	SHIGA TOXINS E.COLI	38.72
0010306	*HEP PNL ACUTE W/REF	47.00
0000512	HEP A IGM AB	14.00
0004848	HEP B CORE IGM AB	18.00
0000498	HEP B SURF AG W/CONF	6.00
0008472	HEP C AB	9.00
0007998	*HGB & HCT	3.76

Quest Diagnostics

PRICING TERMS

0000509	HEMATOCRIT	1.88
0000510	HEMOGLOBIN (B)	1.88
0007600	*LIPID PANEL	5.25
0000334	CHOLESTEROL, TOTAL	1.75
0000608	HDL-CHOLESTEROL	1.75
0000896	TRIGLYCERIDES	1.75
0020210	*OBSTETRIC PANEL	24.50
0000795	AB SCR RFX ID/TITER	4.00
0007788	ABO GRP AND RH TYPE	4.00
0006399	CBC (DIFF/PLT)	2.50
0000498	HEP B SURF AG W/CONF	6.00
0036126	RPR(DX)REFL FTA	4.00
0000802	RUBELLA IMMUNE	4.00
0007444	*THYROID PNL W/TSH	10.00
0000861	T-3 UPTAKE	3.00
0000867	T-4 (THYROXINE)	3.00
0000899	TSH	4.00
0007065	*VIT B12/FOLATE, SERUM	15.00
0000466	FOLATE,SERUM	7.00
0000927	VITAMIN B12	8.00

The Pricing listed above will remain in effect for twelve months from the above-referenced Effective Date.

All Pricing is subject to change upon thirty days prior written notice sent to the address contained herein after the initial 12 months term.

Please indicate your acknowledgement and acceptance of this offer by signing where indicated below.

This offer of pricing terms must be accepted (by signature below) within 15 business days from the effective date above; otherwise this offer may be subject to renegotiation and a new agreement may be required.

Accepted on behalf of HIDALGO COUNTY HEALTH (19844):

By:_____ Date:_____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-144A-11-22

THIS CONTRACT is made and entered into this 22nd day of November, **2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Quest Diagnostics, Inc. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Laboratory Services"** for Hidalgo County (the "Services"); 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 RFB, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of

this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning November 30, 2011 and ending November 29, 2012, with the County's option to extend for an additional two (2) one (1) year term. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract specifically all required licenses and permits, including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against

written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company: **Quest Diagnostics, Inc.**
Attn: Michael Peat, Ph.D.
4770 Regent Blvd.
Irving, TX 75063

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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 Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) 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).

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: _____
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 11/22/11

QUESTDIAGNOSTICS, INC.

By: _____

Printed Name: Michael Peat

Title: Managing Director

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Steve L. Crain

EXHIBIT "A"

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 11, 2011

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (all funding sources)
Request for Bids -"***LABORATORY SERVICES***"
Bid No: 2011-144A-10-26-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

CHECKLIST
REQUEST FOR BID (RFB)
HIDALGO COUNTY
"Laboratory Services"
BID NO.: 2011-144A-10-26-SMA

1. **Request For Bid Letter, consists of __1__ page.**
2. **Legal Notice, consisting of __8__ pages.**
3. **Exhibit "A" Specifications & Resolution, consisting of__6__ pages.**
4. **Exhibit "B" Bid Page, consisting of__4__ pages.**
5. **Exhibit "C" Insurance Requirements, consisting, of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page,**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consists of __1__ pages**
9. **Draft Service Contract, consisting of __5__ 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 or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

October 11, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"Laboratory Services"

BID NO: 2011-144A-10-26-SMA

Bid No: 2011-144A-10-26-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(All funding sources)

"LABORATORY SERVICES"

BID OPENING DATE: October 26, 2011 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (all funding sources) LABORATORY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-144A-10-26-SMA- HIDALGO COUNTY-(all funding sources) LABORATORY SERVICES"** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, October 26, 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 REQUEST FOR BIDS-2011-144A-10-26-SMA-RFB-HIDALGO COUNTY-(all funding sources) LABORATORY SERVICES".

   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 and Contract Number (if any)
  d) Notation-**"HIDALGO COUNTY-**(all funding sources) **LABORATORY SERVICES** 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:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**October 26, 2011**
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____, 2011

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(if applicable):

- 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(all funding sources)
"LABORATORY SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"Laboratory Services"

BID NO: 2011-144A-10-26-SMA

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County (all funding sources)
"LABORATORY SERVICES"
BID NO.:2011-144A-10-26-SMA

Hidalgo County is requesting bidder(s) from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide ***"Laboratory Services"*** in a timely manner; ensure that such services meet the county and state jail standards; ensure quality, yet be cost effective.

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

SPECIFICAITONS/REQUIREMENTS, TERMS AND CONDITIONS

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

3) All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.

4) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year terms.

5) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).

7) Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.

8) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9) Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

10) Any/all health care services provided to inmates who are in the custody of Hidalgo County will only pay (apply) current Medicaid rates when invoicing charges are greater than the Medicaid rate fees. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007)*

11) Any test/and or service required by our medical personnel that is not mentioned on the contract, such service(s) will also be paid under Medicaid rates fee. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007)*

12) Specimens will be collected by Hidalgo County Staff.

13) Provide at least one (1) accessible lab location to refer patients for collection if specimen cannot be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of such specimens when necessary.

14) Electronic Lab results are required.

15) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. *(Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification)*

16) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.

17) Lab must schedule and provide pick up services for all specimens from each facility listed below. Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County

LOCATIONS/CLINICS	
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT **Contact Person: Elena Gaitan 956-587-6200**	
1)	Judge Mario E. Ramirez, Jr. Juvenile Justice Center 1001 N Doolittle Edinburg, TX 78541
HIDALGO COUNTY SHERIFF'S OFFICE **Contact Person: Juan Tapia 956-383-8114**	
1)	Hidalgo County Jail 701 El Cíbolo Rd. Edinburg, TX 78539
HIDALGO COUNTY HEALTH & HUMAN SERVICES	
1)	Edinburg Clinic 3105 E Schunior Edinburg, TX 78539
2)	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Marisol Escamilla, R.N.
3)	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Cecilia Lopez, R.N.
4)	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Norma Garza, R.N.
5)	Mission Clinic 211 N. Schurebach Road Mission. Texas 78572 Phone: (956)585-2461 Supervisor: Victoria Garza, R.N.
6)	Pharr Clinic 300 W. Hall Acres Pharr, Tx Phone: (956)787-1531 Supervisor: Lilia Velasco, R.N.
7)	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Elva Murphy, R.N.
8)	Pulmonary Clinic (South Entrance) 1304 South 25th Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Gloria Salinas, R.N., TB Program Manager

SERVICES REQUIRED:

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory testing services shall; include, but is not limited to the following services:

1) ABO and Rh
2) Accult Blood, Feces
3) Acute Hepatitis Panel
4) Aerobic Bacterial Culture.
5) Amylase.
6) Antinuclear Antibodies. *Results*
7) B_{12} and Folate.
8) Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)
9) Basic Metabolic Panel.
10) BUN
11) Carbamazipine levels.
12) CBC w Diff w/ Plt.
13) CBC w Diff w/o Plt.
14) CBC w/ diff and platelets.
15) CBC w/o Diff w Plt.
16) CBC w/o Diff w/o Plt.
17) CEA.
18) Chem 24.
19) Chlamydia/GC DNA Probe w/confirmation on positives.
20) Chlamydia/GC DNA Probe w/out confirmation.
21) Cholesterol Total
22) Ck,Total
23) Comp Metabolic Panel
24) Creatinine.
25) Cult, Campylobac
26) Culture, Aerob/Anaer
27) Cultures (wound and urine)
28) Digoxin.
29) Dilantin levels.
30) Draw Fee, Psc Spec
31) Drug screens (serum and urine).
32) Electrolyte Panel.
33) Eosinophil Ct, (B)
34) Fecal Fat, Qual
35) Fecal Leukocyte Stn
36) Ferritin
37) FSH and LH.
38) Genital Culture, Routine.
39) Giardia Ag Detection
40) Glucose, Plasma.
41) Group B Strep Colonization Detection Cult/DNA Probe.
42) H & H
43) hCG, Beta Subunit, Qual.
44) hCG, Beta Subunit, Quant.
45) Hdl-Cholesterol
46) Helicobacter pylori lgG.
47) Hematocrit.
48) Hemoglobin A1C w/MBG.
49) Hemoglobin.
50) Hep A Igm Ab

51) Hepatic Function Panel.
52) Hepatitis B Surface Antibody.
53) Hepatitis B Surface Antigen.
54) Hepatitis C Antibody.
55) Herpes Culture.
56) Hgal c.
57) HIV-1 Antibodies.
58) H-pylori.
59) Hsv 1/2 Herpeselect
60) Iron and IBC.
61) Iron, Total & Ibc
62) Lead
63) Lipid Panel.
64) Lithium levels.
65) Liver enzyme panel.
66) Magnesium.
67) Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)
68) Maternal Serum Screen 5 (Penta)
69) Myoglobin
70) Myoglobin (U)
71) New Born Screening
72) Occult Blood.
73) Ova & Parasites.
74) Phenytoin.
75) Platelet Count.
76) Potassium.
77) PreGen-Plus.
78) Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella
79) Prolactin.
80) Prothrombin Time (PT).
81) PSA.
82) PTT Activated.
83) RBC Count.
84) Renal Function Panel.
85) Rheumatoid Arthritis Factor.
86) RPR.
87) Rubella Antibodies, IgG.
88) Sed Rate, Westergren.
89) Stat Assay 1
90) Stat Assay 2
91) Stool Culture.
92) Surpath (Liquid pap smear) includes HPV, GC/Chlamydia
93) T_3 Uptake.
94) T-4 (Thyroxine)
95) T-4 Free
96) Testosterone.
97) Throat, Beta-Hemolytic Strep Cult, Group A.
98) Thyroid Cascade Profile.
99) Thyroxine (T_4).
100) Total Electrophoresis
101) Tp Rand (U) W/Creat
102) Triglycerides
103) TSH, 3rd generation.
104) TSH.
105) Ua, Complete
106) UA.
107) Upper Respitory Culture, Routine.
108) Uric Acid

109)	Urinalysis (Microscopic on Positives).
110)	Urine Culture, Routine.
111)	Valporic acid levels.
112)	Valproic Acid
113)	VDRL.
114)	Vitamin B-12
115)	WBC Count.
116)	WBC Differential.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Sandra Montalvo, Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, **Wednesday, October 19, 2011 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, October 21, 2011, by 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

RESOLUTION

A WRITTEN RESOLUTION AUTHORIZING SENDING NOTICE TO ALL HEALTHCARE PROVIDERS, AND PHARMACIES AND AUTHORIZING THE COUNTY TO PAY INDIGENT AND MEDICAID RATES FOR THE CARE OF INMATES IN THE CUSTODY OF HIDALGO COUNTY

BE IT RESOLVED THAT, that the Commissioners Court of Hidalgo County hereby resolves and authorizes that effective September 25, 2007, Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County and hereby authorizes the sending of written notice by the County Auditors to all health care providers and pharmacies notifying them that Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County.

NOW, THEREFORE be it resolved, that the Commissioners Court of Hidalgo County hereby approves the above resolution.

Juan D Saldana, III
County Judge

Sylvia S Handy
Commissioner Precinct 1

Hector "Tito" Palacios
Commissioner Precinct 2

Joe M Flores
Commissioner Precinct 3

Oscar Garza, Jr.
Commissioner Precinct 4

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"Laboratory Services"

BID NO: 2011-144A-10-26-SMA

EXHIBIT "B"

Bid Page

HIDALGO COUNTY (all funding sources)

"LABORATORY SERVICES"

BID No. 2011-144A-10-26-SMA

ITEM No.	DIAGNOSTIC PROCDURES	UNIT COST
1.	ABO and Rh	$
2.	Accult Blood, Feces	$
3.	Acute Hepatitis Panel	$
4.	Aerobic Bacterial Culture.	$
5.	Amylase.	$
6.	Antinuclear Antibodies. *Results*	$
7.	B_{12} and Folate.	$
8.	Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)	$
9.	Basic Metabolic Panel.	$
10.	BUN	$
11.	Carbamazipine levels.	$
12.	CBC w Diff w/ Plt.	$
13.	CBC w Diff w/o Plt.	$
14.	CBC w/ diff and platelets.	$
15.	CBC w/o Diff w Plt.	$
16.	CBC w/o Diff w/o Plt.	$
17.	CEA.	$
18.	Chem 24.	$
19.	Chlamydia/GC DNA Probe w/confirmation on positives	$
20.	Chlamydia/GC DNA Probe w/out confirmation	$
21.	Cholesterol Total	$
22.	Ck,Total	$
23.	Comp Metabolic Panel	$
24.	Creatinine.	$
25.	Cult, Campylobac	$
26.	Culture, Aerob/Anaer	$
27.	Cultures (wound and urine)	$
28.	Digoxin	$
29.	Dilantin levels	$
30.	Draw Fee, Psc Spec	$
31.	Drug screens (serum and urine)	$
32.	Electrolyte Panel	$
33.	Eosinophil Ct, (B)	$
34.	Fecal Fat, Qual	$
35.	Fecal Leukocyte Stn	$
36.	Ferritin	$
37.	FSH and LH.	$
38.	Genital Culture, Routine.	$
39.	Giardia Ag Detection	$
40.	Glucose, Plasma	$
41.	Group B Strep Colonization Detection Cult/DNA Probe	$

42.	H & H	$
43.	hCG, Beta Subunit, Qual.	$
44.	hCG, Beta Subunit, Quant.	$
45.	Hdl-Cholesterol	$
46.	Helicobacter pylori lgG.	$
47.	Hematocrit.	$
48.	Hemoglobin A1C w/MBG.	$
49.	Hemoglobin.	$
50.	Hep A Igm Ab	$
51.	Hepatic Function Panel.	$
52.	Hepatitis B Surface Antibody.	$
53.	Hepatitis B Surface Antigen.	$
54.	Hepatitis C Antibody.	$
55.	Herpes Culture.	$
56.	Hgal c.	$
57.	HIV-1 Antibodies.	$
58.	H-pylori.	$
59.	Hsv 1/2 Herpeselect	$
60.	Iron and IBC.	$
61.	Iron, Total & Ibc	$
62.	Lead	$
63.	Lipid Panel.	$
64.	Lithium levels.	$
65.	Liver enzyme panel.	$
66.	Magnesium.	$
67.	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	$
68.	Maternal Serum Screen 5 (Penta)	$
69.	Myoglobin	$
70.	Myoglobin (U)	$
71.	New Born Screening	$
72.	Occult Blood.	$
73.	Ova & Parasites.	$
74.	Phenytoin.	$
75.	Platelet Count.	$
76.	Potassium.	$
77.	PreGen-Plus.	$
78.	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	$
79.	Prolactin.	$
80.	Prothrombin Time (PT).	$
81.	PSA.	$
82.	PTT Activated.	$
83.	RBC Count.	$

84.	Renal Function Panel.	
85.	Rheumatoid Arthritis Factor.	
86.	RPR.	
87.	Rubella Antibodies, IgG.	
88.	Sed Rate, Westergren.	
89.	Stat Assay 1	
90.	Stat Assay 2	
91.	Stool Culture.	
92.	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	
93.	T_3 Uptake.	
94.	T-4 (Thyroxine)	
95.	T-4 Free	
96.	Testosterone.	
97.	Throat, Beta-Hemolytic Strep Cult, Group A.	
98.	Thyroid Cascade Profile.	
99.	Thyroxine (T_4).	
100.	Total Electrophoresis	
101.	Tp Rand (U) W/Creat	
102.	Triglycerides	
103.	TSH, 3rd generation.	
104.	TSH.	
105.	Ua, Complete	
106.	UA.	
107.	Upper Respitory Culture, Routine.	
108.	Uric Acid	
109.	Urinalysis (Microscopic on Positives).	
110.	Urine Culture, Routine.	
111.	Valporic acid levels	
112.	Valproic Acid	
113.	VDRL.	
114.	Vitamin B-12	
115.	WBC Count.	
116.	WBC Differential.	

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"Laboratory Services"

BID NO: 2011-144A-10-26-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or 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** 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.

Revised 03/11/11

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 [illegible] (Any one person)	$
					PER[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]ODUCTS – 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 OCCURENCE	$
					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					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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 (if applicable): _____.
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 (if applicable), 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

(THIS FORM MUST ACCOMPANY BID PACKET)

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"Laboratory Services"

BID NO: 2011-144A-10-26-SMA

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

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"Laboratory Services"

BID NO: 2011-144A-10-26-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or 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. January 2011)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			–			–				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. citizen or other U.S. person (defined below).

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 ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"Laboratory Services"

BID NO: 2011-144A-10-26-SMA

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 (all funding sources)

"LABORATORY SERVICES"

BID No. 2100-144A-10-26-SMA

Item No.	Quest Test Code	DIAGNOSTIC PROCEDURES	PRICE
1	7788	ABO and Rh	$ 4.00
2	11290	Occult Blood, Feces (Fecal Globin by Immunochemistry - InSure)	$ 22.00
3	10306	Acute Hepatitis Panel (Hepatitis Panel, Acute w/reflex confirmation)	$ 48.00
4	4550	Aerobic Bacterial Culture	$ 15.00
5	243	Amylase	$ 6.00
6	249	Antinuclear Antibodies (ANA)	$ 6.00
7	7065	B12 and Folate	$ 15.00
8	14577	Bacterial Vaginosis/Vaginitis (Trich, G. Vaginalis, & Candida)	$ 52.00
9	10165	Basic Metabolic Panel	$ 2.36
10	294	BUN	$ 1.72
11	329	Carbamazipine levels (Carbamazepine, Total)	$ 8.00
12	6399	CBC w/Diff w/Plt(CBC includes Differential and Platelets)	$ 2.50
13	N/A	CBC w/Diff w/o Plt	N/A
14	6399	CBC w/diff and platelets (CBC includes Differential and Platelets)	$ 2.50
15	1759	CBC w/o Diff w Plt (CBC H/H, RBC, Indices, WBC, Plt)	$ 2.15
16	N/A	CBC w/o Diff w/o Plt	N/A
17	978	CEA	$ 15.00
18	N/A	Chem 24	N/A
19	17305	Chlamydia/GC DNA Probe w/confirmation on positives (QUEST-CT/NG DNA, SDA)	$ 35.00
20	N/A	Chlamydia/GC DNA Probe w/o confirmation	N/A
21	334	Cholesterol Total	$ 1.75
22	374	CK, Total	$ 3.00
23	10231	Comp Metabolic Panel	$ 2.95
24	375	Creatinine	$ 1.72
25	4475	Cult, Campylobac	$ 10.78
26	4550	Culture, Aerob/Anaer (wound)	$ 15.00
27	395	Cultures (urine)	$ 8.00
28	418	Digoxin	$ 9.00
29	713	Dilantin levels	$ 10.50
30	3259	Draw Fee, Psc Spec	$ 3.00
31	2126	Drug screens (urine)	$ 26.00
32	34392	Electrolyte Panel	$ 1.97
33	425	Eosinophil Ct, (B)	$ 15.00
34	3967	Fecal Fat, Qual	$ 9.00
35	3930	Fecal Leukocyte Stn	$ 6.00
36	457	Ferritin	$ 3.50
37	7137	FSH and LH	$ 15.50
38	4558	Genital Culture, Routine	$ 12.00
39	8625	Giardia Ag Detection	$ 12.00
40	484	Glucose, Plasma	$ 4.50
41	14547	Group B Strep Colonization Detection Cult/DNA Probe	$ 20.00
42	7998	H & H (Hgb & Hct)	$ 3.76
43	8435	hCG, Beta Subunit, Qual.	$ 8.00
44	8396	HCG, Beta Subunit, Quant	$ 8.00
45	608	Hdl-Cholesterol	$ 1.75

46	29407	Helicobacter pylori IgG	$ 16.00
47	509	Hematocrit	$ 1.88
48	8181	Hemoglobin A1C w/MPG	$ 5.25
49	510	Hemoglobin	$ 1.88
50	512	Hep A Igm Ab	$ 14.00
51	10256	Hepatic Function Panel	$ 2.26
52	8475	Hepatitis B Surface Antibody	$ 15.00
53	498	Hepatitis B Surface Antigen (w/conf)	$ 6.00
54	8472	Hepatitis C Antibody	$ 9.00
55	2692	Herpes Culture (HSV, Rapid)	$ 20.00
56	N/A	Hgal c.	N/A
57	19728	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)	$ 10.00
58	29407	H-pylori (IGG AB)	$ 16.00
59	6447	Hsv 1/2 Herpeselect	$ 24.00
60	N/A	Iron and IBC	N/A
61	7573	Iron, Total & Ibc	$ 3.88
62	599	Lead	$ 9.50
63	7600	Lipid Panel	$ 5.25
64	613	Lithium levels	$ 8.00
65	34391	Liver Enzyme Panel (Hepatic Function Panel w/o TP)	$ 2.16
66	622	Magnesium	$ 4.00
67	30294	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	$ 35.00
68	15934	Maternal Serum Screen 5 (Penta)	$ 99.00
69	660	Myoglobin	$ 24.00
70	661	Myoglobin (U)	$ 20.00
71	N/A	New Born Screening	N/A
72	N/A	Occult Blood	N/A
73	681	Ova & Parasites	$ 11.00
74	713	Phenytoin	$ 10.50
75	723	Platelet Count	$ 1.32
76	733	Potassium	$ 1.72
77	N/A	PreGen-Plus	N/A
*78	20210	Prenatal (OB) Panel Total of 11 tests which include Hept B, HIV, RPR, & Rubella	
		(QUEST-OB Panel incl: CBC, Hep B, RBC, Titer, RPR, Rubella, ABO, Rh type)*	$ 24.50
*78	19728	*Add-on HIV-1 Ab to QUEST OB-Panel	$ 10.00
79	746	Prolactin	$ 8.00
80	8847	Prothrombin Time (PT)	$ 4.50
81	5363	PSA	$ 8.00
82	763	PTT Activated	$ 4.50
83	783	RBC Count	$ 1.94
84	10314	Renal Function Panel	$ 2.56
85	4418	Rheumatoid Arthritis Factor	$ 6.00
86	799	RPR	$ 4.00
*87	37673	Rubella Antibodies, IgG (QUEST-Rubella Antibodies IgG, IgM)	$ 43.00
*87	802	Rubella Anitbodies (QUEST - Rubella Immune Status)	$ 4.00
88	809	Sed Rate, Westergren	$ 5.00
89	3820	Stat Assay 1	$ 10.00
90	3821	Stat Assay 2	$ 20.00
*91	10019	Stool Culture (QUEST-Cult, Salm/Shig)	$ 13.00
*91	10108	Stool Culture (QUEST-Cult, Stool Salm/Shig/Campy/Shiga Toxin w/Reflex to E.Coli)	$ 62.50
92	14499	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	$ 25.00
93	861	T3 Uptake	$ 3.00
94	867	T-4 (Thyroxine)	$ 3.00
95	866	T-4 Free	$ 4.50
96	873	Testosterone	$ 11.00

97	4485	Throat, Beta-Hemolytic Strep Cult, Group A	$ 7.00
98	7444	Thyroid Cascade Profile	$ 10.00
99	867	Thyroxine (T4)	$ 3.00
100	747	Total Electrophoresis	$ 12.00
101	1715	Tp Rand (U) w/creat	$ 15.00
102	896	Triglycerides	$ 1.75
103	899	TSH, 3rd generation	$ 4.00
104	N/A	TSH	N/A
105	5463	UA Complete	$ 5.50
106	N/A	UA	N/A
107	4482	Upper Respitory Culture, Routine (QUEST-Culture, Nasopharyngeal/Nasal)	$ 13.00
108	905	Uric Acid	$ 2.00
109	7909	Urinalysis (Microscopic on Positives)	$ 2.53
110	395	Urine Culture, Routine	$ 8.00
111	N/A	Valporic Acid Levels	N/A
112	916	Valporic Acid	$ 9.00
113	30509	VDRL (QUEST-VDRL, Serum)	$ 8.00
114	927	Vitamin B-12	$ 8.00
115	937	WBC Count	$ 1.88
116	7064	WBC Differential	$ 2.50

EXHIBIT "B"
Bid Page
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID No. 2011-144A-10-26-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Quest Diagnostics, Incorporated

ADDRESS: 4770 Regent Blvd

CITY/STATE/ZIP CODE: Irving, TX 75063

PHONE & FAX NO'S: 972-916-3200/972-692-7843

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE: Liliana Franco on behalf of Michael Peat

PRINTED NAME: Michael Peat, Ph.D

TITLE: Managing Director

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2011

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
MARSH & MCLENNAN COMPANIES
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: Sharon Smith/sharon.e.smith@marsh.com

37986-MAIN--10-11 xxx

INSURED
QUEST DIAGNOSTICS INCORPORATED
3 GIRALDA FARMS
MADISON, NJ 07940

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Prop. Casualty Co. Of America	25674
INSURER B :	The Travelers Indemnity Company	25658
INSURER C :	Lexington Insurance Company	19437
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** NYC-005373714-23 **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							$
A	**AUTOMOBILE LIABILITY**			TC2JCAP-266T3603-TIL-10	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	**UMBRELLA LIAB** OCCUR			35650717	12/31/2010	12/31/2011	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** X CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 2,000,000			GL-Self Insured Retention				$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			TC2JUB-266T3523-TIL-10 (DED)	12/31/2010	12/31/2011	X WC STATU-TORY LIMITS OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		TRKUB-266T3535-10 (RETRO)	12/31/2010	12/31/2011	E.L. EACH ACCIDENT	$ 2,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

(Professional Liability / Claims Made - Self Insured Retention - $5,000,000 - 12/31/10 - 12/31/11)

HIDALGO COUNTY, IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

*HIDALGO COUNTY
ATTN: ROCIO VILLARREAL
2012 SOUTH 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
of Marsh USA Inc.

Marla Nicholson

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Rocio Villarreal

From: Hinojosa, Olicia V [Olicia.V.Hinojosa@questdiagnostics.com]
Sent: Monday, November 21, 2011 4:46 PM
To: Rocio Villarreal; sandra.montalvo@co.hidalgo.tx.us
Subject: FW: Bid-2011-144A-10-26-Laboratory Services for Hidalgo County
Attachments: cert_insurance_request Hidalgo County Nov 16 2011.xls; Marsh Certificate Of Insurance.pdf

Sandra/Rocio,

Please confirm that this is what you were missing..

Thanks in advance,

Olicia V. Hinojosa
Quest Diagnostics | Account Manager | 1201 E. Ridge Rd., Ste. A | McAllen, TX 78503 USA | **e-fax** +1.210.579.6910 | **mobile** +1.956.236.3349 | Olicia.V.Hinojosa@QuestDiagnostics.com | QuestDiagnostics.com

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From: Smith, Sharon (Marsh) [mailto:Sharon.E.Smith@marsh.com]
Sent: Monday, November 21, 2011 3:15 PM
To: Hinojosa, Olicia V
Subject: RE: Bid-2011-144A-10-26-Laboratory Services for Hidalgo County

No problem

Please note that the General Liab. coverage is now being evidenced under section C of the attached cert.

In the past the coverage was referenced in the General Liab. section of the cert but we have been advised that we cannot evidence coverage unless there is a policy number. The GL coverage is included under the Excess/Umb. and is evidenced on the cert. I can assure you that it is included on this cert and that the cert. is correct.

Please don't hesitate to call if you have any other questions or problems. Thanks,

Sharon Smith
Client Representative
Marsh & McLennan
1166 Ave. of the Americas, 39th Flr.
New York, NY 10036
Tel 212-345-3522 / Fax 212-948-8912
sharon.e.smith@marsh.com

From: Hinojosa, Olicia V [mailto:Olicia.V.Hinojosa@questdiagnostics.com]
Sent: Monday, November 21, 2011 4:00 PM
To: Smith, Sharon (Marsh)
Subject: FW: Bid-2011-144A-10-26-Laboratory Services for Hidalgo County

This is the one we are needing the general liability insurance certificate....

Monica

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
November 22, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** all present
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum** (1) Jorge Selser Re: Camp University (2) Manuela Luna Re: Colonia (Rio Bank) (3) Ivonne Ramon Re: Elections - Const. Amend. (3) Daniel Diaz - CUPE - Drainage (5) Dennis Wade - United Way
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."

N/A

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

B. **AI-29725** Executive Office - Environmental Compliance: Requesting permission for two (2) employees to travel to San Antonio, Texas on 12/5/11 - 12/7/11 to attend the Stormwater Management Permitting and Regulatory Overview

OK

C. **AI-29783** Environmental Compliance: Martin Ramirez Approval to submit Hidalgo County's MS4 Storm Water Permit Annual Report for Year 4 to TCEQ with authority for County Judge to sign appropriate document(s)

AI-29785 1. Status update on Operation Clean Slate - Phase I Online Payment
2. Discussion, consideration and approval of Operation Clean Slate- Phase II-Scofflaw Program (Vehicle Registration Denial)\OmniBase Program(Drivers License Renewal Denial)
3. Discussion, consideration and approval of the Texas Dept. of Transportation Service Agreement for the purchase of Texas Motor Vehicle Title and Registration Information.

20. **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 COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-29735 Recommending award of bid and approval of contract document to sole bidder (Quest Diagnostics Clinical Laboratories Inc.) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Laboratory Services" RFB No. 2011-144A-10-26-SMA.

AI-30567 **23. A. 8.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Martha L. Salazar Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to add the Hidalgo County Adult Community Supervision and Corrections Department to current contract for "Credit Card Payment System", C-11-142-11-29 effective upon approval from Commissioners' Court.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Credit card services will be paid to vendor through a user fee, no budgetary impact to the County.

Attachments

amendment1 ezacess

contract ezaccess

crains amnd aprvl

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/24/2012 04:01 PM
Budget & Management	Merlen P. Munoz	01/24/2012 04:57 PM
Rosalinda Cantu	Rosie Cantu	01/27/2012 03:01 PM
Auditor's Office	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Yvette Islas Started On: 01/12/2012 11:01 AM

Final Approval Date: 01/31/2012

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

FIRST AMENDMENT TO THE CONTRACT

BETWEEN HIDALGO COUNTY, TEXAS AND

EASY ACCESS, INC

This AMENDMENT to the PROFESSIONAL SERVICE CONTRACT (C-11-142-11-29) by and between **HIDALGO COUNTY, TEXAS** ("County") and **EASY ACCESS, INC.** ("Vendor") is entered into between the parties effective this **7th** day of **February, 2012.**

WHEREAS, Company and County entered into a Contract effective **November 29, 2011** in which Vendor agreed to provide certain services for credit card payment services (the "Contract") at various County facilities;

WHEREAS, the Contract now requires amendment in order to add additional County departments desiring to use the services specified in the Contract;

WHEREAS, the parties desire to amend the Contract as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Vendor agree to the following amendments to the Contract:

1. Section 28 as amended, by the addition of the following points of contact to the Notice Provision: **Community Supervision and Corrections Department**
   Attn: Ms. Diana G. Solis / Project Manager
   P O Box 970
   Edinburg, TX 78540
   Phone: 956-318-2833 Fax: 956-318-2488

2. Section 29, Exhibit A is amended by the addition of the following departments:
   Community Supervision and Corrections Department

3. Section 32, Exhibit "D" is amended by addition of the following locations as Physical Locations of Professional Services:

   Arnold Patrick, Executive Director
   Hidalgo County Community Supervision and Corrections Department
   Attn: Ms. Diana G. Solis / Project Manager

Probation Office	Court Services
3100 So Hwy Bus 281	100 E Cano, 4th Floor
Edinburg, TX 78539	Edinburg, TX 78539
956-318-2833	956-318-2833

4. Section 33, Exhibit "E" is hereby amended by the addition of the following as Project Managers:

   Hidalgo County Community Supervision & Corrections Department (2 locations)
   Ms. Diana G. Solis

5. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and County and Vendor ratify and confirm the terms and provisions of the Contract, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

EASY ACCESS, INC.

_____

By: _____

Its_____

HIDALGO COUNTY, TEXAS

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____

Stephen L. Crain

C-11-142-11-29

EZAccess®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

EASY ACCESS INC whose principal office is located at 4200-A N Bicentennial Dr, McAllen, Texas, 78504, (hereinafter referred to as EAI) and HIDALGO COUNTY, at 100 N Closner, Edinburg, Texas 78540, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for specific professional services called "Credit Card Payment Services" and EAI has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. CONTRACT:

The Contract consists of:

A. This document and

B. EXHIBITS A through H, attached hereto.

2. SERVICES TO BE PERFORMED:

Subject to the provisions hereof EAI agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

3. CONSIDERATION:

In consideration of supplying the SERVICES, the CLIENT shall provide EAI with EAI's space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by EAI to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to EAI for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay EAI and EAI will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by EAI prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card processing firm's costs and fee structures to EAI routinely change, EAI's current convenience fee schedule is subject to change on the anniversary year of this agreement and for all succeeding years of this agreement. During each of these annual periods, EAI will either automatically renew the fee schedule from the immediate preceding annual period or EAI will negotiate a new fee schedule that is mutually acceptable by both the CLIENT and EAI for the forth coming new annual renewal period.

If EAI determines that a new fee schedule is necessary, then EAI will provide notice to the CLIENT at least 30 days prior to the anniversary date of this agreement that a new fee schedule must be negotiated. During that negotiating period, all existing fee schedules will remain in place up to a maximum of 60 days from the agreement's anniversary date. Accordingly this contract acknowledges that this service is a convenience for the credit card holder and the entire cost of this service is borne same. If the CLIENT's customer performs a transaction using the SERVICES that results in a charge back to EAI, such as a misappropriated credit card, EAI will reverse the credit made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back. Unless specifically stated to the contrary elsewhere within this Agreement or Amendments hereto, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license in EAI products or services during this Agreement or after the termination of this Agreement by either party.

4. IMPLEMENTATION STRATEGY DOCUMENT (ISD):

Attendant with this contract, EAI shall deliver for the CLIENT's approval an Implementation Strategy Document (hereinafter referred to as the "ISD"). The ISD shall include, but not be limited to:

A. Management Overview

B. Technical Plan

C. Project Organization Plan

D. Training Plan

E. Implementation Plan

F. and such other items delineating the SERVICES and the work to be performed by EAI as the parties may mutually agree upon.

Because the ISD is a CLIENT approved (formal sign-off required by CLIENT authority) instrument (that is executed simultaneously with this Professional Services Agreement) and a road map of the how, what and where tasks are accomplished for project implementation, it is implicit that both parties agree to cooperate with each other in the preparation of the ISD. Consequently, project implementation can only begin after formal review and approval by CLIENT staff authority. As a result of that approval and on matters agreed in the ISD, it will take precedence in accordance with Article 21, paragraph "A" of this Agreement. EAI agrees to perform the work and provide the SERVICES in the manner specified in the ISD.

5. SERVICES ACCEPTANCE:

A. PROJECT MILESTONES

Project Milestones are delineated in EXHIBIT C. EAI shall certify in writing to the CLIENT when each Project Milestone of the SERVICES supplied by EAI hereunder is delivered and ready for acceptance. Within five (5) working days following the receipt of the certification of delivery, the CLIENT shall respond to EAI in one of the following manners:

i. if successful accomplishment of a Project Milestone has been attained, the CLIENT shall respond in writing that the respective Project Milestone of the

SERVICES is accepted; said response shall constitute final acceptance of the services delivered or

ii. if the CLIENT determines that the products and services delivered do not conform to requirements detailed in this document, it shall so notify EAI. Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until EAI conforms the SERVICES to the specified requirements. Failure by the CLIENT to make any response to EAI within a ten (10) working day period shall be deemed final acceptance of the services delivered.

B. FINAL SERVICES ACCEPTANCE

CLIENT will accept the qualitative performance of the SERVICES when they have been satisfactorily demonstrated to the CLIENT to have been provided in substantial accordance with the CLIENT approved and delivered ISD. Consequently, compliance with the CLIENT approved ISD will constitute conformity to the actual CLIENT needs and requirements. The Final Acceptance Testing will consist of CLIENT actual usage of or benefit from the EAI delivered SERVICES for a specified period of time as identified in the mutually agreed to ISD, not to exceed thirty (30) days. It is during this time frame that the System will be test-operated within EAI's specifications and thereby confirmed that the System does in fact perform as EAI has so represented regarding the processing of credit card transactions. The Final Acceptance Test Plan is defined in the mutually accepted ISD. CLIENT shall have a maximum of ten (10) working days from the date of notification of completion of final acceptance testing, within which to respond in writing to such delivery via certified mail, over night carrier or FAX. If CLIENT believes the SERVICES delivered do not conform to the requirements of this Agreement, it shall so notify EAI thereof within the above-stated ten (10) days and shall point out with particularity wherein the SERVICES fail to so conform. In the event CLIENT finds the SERVICES conforming to the requirements of this Agreement, it shall, within the above-stated ten (10) days, notify EAI in writing of this fact, which notification shall constitute final acceptance of the SERVICES delivered. Should CLIENT fail to respond within the ten (10) days, the SERVICES shall be deemed accepted.

6. DELIVERY:

Delivery will be F.O.B. to the CLIENT at the designated site specified in EXHIBIT D.

7. EXTENSION OF TIME:

EAI shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond EAI's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. The delivery schedule provided in EXHIBIT C shall be extended by the amount of any delay resulting from any such cause beyond EAI's reasonable control plus a reasonable time to accommodate adjustment to such extension. EAI shall give the CLIENT notice of the presence of any cause referenced above promptly after EAI becomes aware of the existence of same.

8. TERMINATION BY THE CLIENT:

In addition to any other right to terminate set out herein, if EAI should be adjudged bankrupt, should make a general assignment for the benefit of its creditors, a receiver should be appointed for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the CLIENT may terminate this Agreement.

If EAI should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, disregard laws and ordinances, not proceed with work in a timely fashion or fail to meet standards of performance, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the CLIENT, at it's option, may terminate this Agreement. Prior to termination of this Agreement, the CLIENT shall give EAI thirty (30) calendar days to cure such deficiencies caused by EAI.

Either parties without cause upon thirty - (30) days written notice may terminate this agreement.

9. CHANGES:

The CLIENT may request changes in the scope of services to be performed by EAI hereunder. All such changes shall be mutually agreed upon by and between the parties and shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due EAI for the change in scope.

10. FACILITIES:

During the course of this Agreement, the CLIENT shall provide EAI personnel with adequate workspace for technicians and other related facilities as may be required by EAI to carry out its obligations enumerated herein (please see Article 11 of this Agreement).

11. CLIENT RESPONSIBILITIES:

The CLIENT shall obtain at its expense all government and other permits and licenses required for installation and operation of the SERVICES, including but not limited to such items as the CLIENT's PCs' operating system licenses.

The CLIENT will be responsible for providing the desired quantity of the display and print devices required to use the SERVICES or additional devices as may be required from time to time at CLIENT's discretion, as well as such devices' maintenance and support.

The CLIENT shall provide an adequate work space (as noted in article 10) for EAI staff and technicians that will approximate an area of 6' x 8'.

The CLIENT will be responsible for installing or providing access to CLIENT's pre-existing communications networks including but not limited to all system telephone lines, hardware cabling, microwave links, modems, radios and other equipment not included as a part of this Agreement and necessary to the successful operation of the SERVICES and interfaces to other computer databases and associated remote and Internet terminals.

For the above CLIENT provided devices and equipment, the CLIENT will provide space, power, environmental control and operating environment as defined by the hardware manufacturer's published specifications. The CLIENT will provide access as required by EAI to carry out the responsibilities of this Agreement to include but not limited to any required on-site tailoring, testing, training or support of the SERVICES, for use by the

CLIENT. Additionally, services such as training will be predicated on both CLIENT staff and EAI staff availability, all as prescribed in the mutually agreed to ISD.

The CLIENT will designate a Project Manager to be the liaison with EAI. The Project Manager will be available during normal business working hours for consultation.

The CLIENT will make available all necessary supplies to include but not limited to such items as printer paper for CLIENT owned printers, magnetic tapes or disk packs for replication of on-going County Court record fines, fees and property tax data.

The CLIENT will provide a designated financial institution as its depository. In this case it is understood that the depository is First National Bank of Edinburg, and all necessary transit or identification numbers required by the SERVICES to make the required collection deposits electronically.

12. LIMITATIONS:

EAI's sole liability under this Agreement shall be for providing the SERVICES. EAI will not be liable for any lost profits or revenues of the CLIENT. These exclusions include but are not limited to such instances as CLIENT operator errors, particularly as they relate to errors produced on the CLIENT's court management system from Tyler Technologies, or the property tax system from Appraisal and Collections Technologies (ACT) or operator errors where the operator has simply entered erroneous data to the proposed EZ-NETPAY® service solution. EAI's liability hereunder for damages, under this numbered paragraph 12, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall EAI be liable for consequential damages under this numbered paragraph 12.

13. WORK HOURS AND SAFETY STANDARDS:

EAI shall agree that (a) each of it's laborers shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by regulations (20 CFR 1518).

14. WORKER'S COMPENSATION:

As an entity incorporated in the State of Texas, EAI certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation. Furthermore, EAI certifies that it will comply with such provisions and will provide upon request proof of such Workmen's Compensation Insurance to the CLIENT.

15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

EAI shall comply with Title VI of the Civil Rights of 1964, as amended, to the end that no person shall, on the grounds of race, creed, color, sex, handicap, religion, age or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. Likewise, EAI warrants that it shall not discriminate against any persons who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV or infection with any other probable causative agent of AIDS.

16. INSURANCE:

At the request of the CLIENT, EAI shall provide proof of comprehensive general liability in amounts satisfactory to the CLIENT.

17. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any EAI proprietary information furnished by EAI for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of EAI, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. EAI shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

18. COVENANT AGAINST CONTINGENT FEES:

EAI warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by EAI for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

19. INDEMNIFICATION:

EAI hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

A. any and all claims made by a third party and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any claims or damages of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by any act, negligent or otherwise, of EAI under this Agreement or of EAI's employees, agents, successors and assigns;

B. any and all claims and demands concerning destruction of the property of the CLIENT, its officers, agents, or employees occupied or used by or in the care, custody, or control of EAI, or in proximity to the site of EAI's work, caused by any acts, negligent or otherwise, of EAI, its agents, employees, successors and assigns under this Agreement or of EAI's employees or agents;

C. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of EAI under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the CLIENT, its officers, agents or employees;

D. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by EAI under this Agreement; and

E. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of EAI.

20. PATENTS:

If notified promptly in writing of any action (and all prior claims relating thereto) brought against the CLIENT alleging that the CLIENT's use, sale or other disposition of the products herein described (including use of licensed software) infringes on a United States patent or copyright, EAI will defend such action at its expense and will pay the costs for the injuries and damages awarded against the CLIENT in such action, provided that EAI shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against the CLIENT's use of the products or if in EAI's opinion the products are likely to become the subject of a claim of infringement, EAI will, at its option and at its expense, either procure for the CLIENT the right to continue using the products, replace or modify the same so that they become non-infringing, or grant the CLIENT a credit for such products as depreciated and accept their return. Depreciation shall be an equal amount per year over the life of the products as established by EAI. EAI shall not have any liability to the CLIENT if the alleged infringement is based upon (i) use or sale of the products in combination with other products or devices which are not made by EAI or (ii) the furnishing to the CLIENT of any information, service or applications assistance. No cost or expenses shall be incurred for the account of EAI without the prior written consent of EAI. In no event shall EAI's total liability to the CLIENT under or as a result of compliance with the provisions of this clause exceed the sum paid to EAI by the CLIENT for the allegedly infringing products. The foregoing states the entire liability of EAI with respect to alleged infringement of patents and copyrights by the products or any part thereof or by their operation.

21. ORDER OF PRECEDENCE AND VENUE

In the event of a conflict in interpretation between any of the applicable contract documents specified below, all incorporated herein by this reference, any such conflict shall be resolved by giving precedence in the following order:

A. Implementation Strategy Document (ISD)

Only after approval of the ISD by the CLIENT shall said document be the first document in the order of precedence in the event of a SERVICES technical conflict requiring interpretation.

B. This Agreement and any EXHIBITS or AMENDMENTS hereto

C. The EAI proposal

The venue for this and all associated agreements shall be Hidalgo County, Texas.

22. TERM OF AGREEMENT:

The Agreement shall commence on December 01, 2011 and shall continue for one year with the County's option for an additional one year extension. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon costs remaining unchanged. And through implementation of the SERVICES, as defined by the mutually agreed ISD and it's project work plan, unless sooner terminated or extended as herein provided.

23. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas **AND IS PERFORMABLE IN HIDALGO COUNTY TEXAS.**

25. CONTRACT REPRESENTATIVES:

The EAI and CLIENT project teams including the Project Managers are set forth in EXHIBIT E. Any changes in the method or nature of work to be performed under this Agreement must be processed through the Project Managers respectively.

26. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

27. GENERAL:

This Agreement, EXHIBITS A through G and the EAI Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between EAI and CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties.

A waiver of a breach or default under this contract shall not be a waiver of any other or subsequent default.

28. NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

EASY ACCESS INC
4200-A N Bicentennial Dr
McAllen, Texas 78504
Attn.: Mr. M G (Mike) Braun / Project Manager
Phone #: 956:682-3466
FAX #: 956:682-0906

HIDALGO COUNTY TAX OFFICE
Attn: Mr. Paul Villarreal / Project Manager
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733

HIDALGO COUNTY COURTHOUSE
Attn: Mr. Rene Rangel / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251

PRECINCT 2, PLACE 2
Attn: Ms. Rachel Bueno / Project Manager
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343

PRECINCT 3, PLACE 1
Attn: Ms. Kimberly Echavarria / Project Manager
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796

HIDALGO COUNTY COURTHOUSE
Attn: Mr. Noe Lopez / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105

PRECINCT 1, PLACE 1
Attn: Ms. Eustolia Hernandez/ Project Manager
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

PRECINCT 1, PLACE 2
Attn: Mr. Adam Guerrero/ Project Manager
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872

PRECINCT 2, PLACE 1
Attn: Ms. Ofelia Ortiz/ Project Manager
300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541

PRECINCT 3, PLACE 2
Attn: Daisy Zarate
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134

PRECINCT 4, PLACE 1
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

PRECINCT 4, PLACE 2
Attn: Mr. Robert Leal / Project Manager
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

PRECINCT 4, PLACE 1
Attn: Ms. Yvonne Ybarra / Project Manager
P O Box 2127 / 708 E Edinburg Ave. Suite B
Elsa, Texas 78543
Phone: 956-262-3300 Fax 956-262-4413

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and EAI have caused this Agreement to be executed by their duly authorized officers as of the date below.

Approved by Commissioners' Court on 11-29-11 RD

EAI:

EASY ACCESS INC

Authorized Signature

William C. Hamer
Typed

CEO
Title

12-2-11
Date

CLIENT:

HIDALGO COUNTY

Authorized Signature

Ramon Garcia
Typed

County Judge
Title

Date

Attest

Hidalgo County Clerk
Title

Approved by Commissioners' Court on November 29, 2011

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:

29. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

EAI will provide their EZ-NETPAY© Internet Payment Services to CLIENT for all of the collection types performed by the following subdivisions of Hidalgo County; District Clerk, Tax Assessor-Collector and the County Justice of the Peace. While not totally inclusive, those collection types shall include such items as the collection of County District Clerk and Justice of the Peace document copy fees, document filing fees, and court fees and fines as well as Property Taxes and Motor Vehicle Registration fees.

To effect the EZ-NETPAY© Internet Payment Services specifically for CLIENT, EAI will provide the following:

1. Access to the EZ-NETPAY© application software and Internet services via an Internet backbone connection provided by the CLIENT
2. All maintenance and support of the EZ-NETPAY© application and services software and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical or State mandated upgrades required to perform the SERVICES
3. A special Hidalgo County CASHIERING EZ-NETPAY© Web site and hosting service to include all remote server hardware as well as maintenance and support for same in order to provide for the remote payment of Hidalgo County Court fees, fines, property taxes and motor vehicle fees
4. Training of specified County Clerk staff on the operation of EZ-NETPAY© services specifically for the County Clerk and the special Hidalgo County CASHIERING fee and fine payment Web site
5. Standard reports of reconciliation for the each of the County subdivisions identified for service, all predicated on existing EZ-NETPAY© application software fields, those fields include but not limited to tasks, date, time period (i.e. weekly), location, Unique Employer Identifier and Credit Card Processing Center Authorization Code
6. All necessary credit card supplies that may be required to perform the task of manually entering a credit card collection should the EZ-NETPAY© automated system be inactive for an inappropriate amount of time. Attendant with these supplies will also go all the necessary training for use of these supplies

30. EXHIBIT B: PROJECT IMPLEMENTATION PLAN OVERVIEW

1. Agree on Project expectations of all parties involved in the implementation of the SERVICES
2. Ascertain project personnel and their responsibilities for each implementation phase
3. Make mutually agreed to no cost customized changes to EAI software and services
4. Provide EAI modified product proto-type for review by Hidalgo County Project Team
5. Provide Project Team Training
6. Test Internet access and database access
7. Perform final acceptance testing

31. EXHIBIT C: PROJECT SCHEDULE
MILESTONE ESTIMATED DELIVERY TIME FRAMES

The time frames listed below commence from the date of delivery of the proposed SERVICES Agreement. Failure to complete any milestone listed within the time frame agreed below can impact the completion of the remaining milestones.

PROJECT MILESTONE	TIME FRAME
Delivery, execution and acceptance of Professional Services Agreement	01 – 10 Days
Delivery of Contracted EZ-NETPAY© SERVICES & Manual Collection Supplies	01 – 45 Days
Delivery of Hidalgo County web based CASHIERING Fee / Fine and Property Tax Payment Web based payment services solution	20 – 45 Days
Delivery of Project Team Training	30 – 60 Days
Completion of final acceptance testing	60 - 90 Days

32. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES

(1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
Attn: Mr. Paul Villarreal / Project Manager
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733

(2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
Attn: Mr. Rene Rangel / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251

(3) Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
Attn: Mr. Noe Lopez / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105

(4) Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
Attn: Ms. Eustolia Hernandez/ Project Manager
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

(5) Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
Attn: Mr. Adam Guerrero/ Project Manager
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872

(6) Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
Attn: Ms. Ofelia Ortiz/ Project Manager
300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541

(7) Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
Attn: Ms. Rachel Bueno / Project Manager
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343

(8) Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
Attn: Ms. Kimberly Echavarria / Project Manager
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796

(9) Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
Attn: Daisy Zarate
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134

(10) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

(11) Justice of the Peace-Homer Jasso
(Precinct 4, Place 2)
Attn: Mr. Robert Leal / Project Manager
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

(12) Justice of the Peace-E. Speedy Jackson
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

33. EXHIBIT E: PROJECT MANAGERS

EASY ACCESS INC
Mr. M G (Mike) Braun

HIDALGO COUNTY TAX OFFICE Mr. Paul Villarreal I

HIDALGO COUNTY DISTRICT CLERK
Mr. Rene Rangel

HIDALGO COUNTY CLERK
Mr. Noe Lopez

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. , PL, 1
Ms. Eustolia Hernandez

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 1, PL2
Mr. Adam Guerrero

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 2, PL 1
Ms. Ofelia Ortiz

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 2, PL 2
Ms. Rachel Bueno

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 3, PL 1
Ms. Kimberly Echavarria

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 3, PL 2
Ms. Daisy Zarate

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 4, PL 1
Ms. Aleida Lopez

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 4, PL 2
Mr. Robert Leal

HIDALGO COUNTY JUSTICE OF THE PEACE PCT 5, PL 1
Ms. Yvonne Ybarra

34. EXHIBIT F: EZ-NETPAY© Convenience Fee Schedule

A. Credit Card Fees

This proposed credit card processing service (including support for the application software Services) will be provided to the County at No Charge. Re-imbursement for these services will be through a Convenience Fee* that will be charged by EAI to the Credit Card holder. The proposed fee will be $2.50 per $100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee[1]
$ 0.01	$ 100.00	$ 2.50
$ 100.01	$ 200.00	$ 5.00
$ 200.01	$ 300.00	$ 7.50
$ 300.01	$ 400.00	$ 10.00
$ 400.01	$ 500.00	$ 12.50
$ 500.01	$ 600.00	$ 15.00
$ 600.01	$ 700.00	$ 17.50
$ 700.01	$ 800.00	$ 20.00
$ 800.01	$ 900.00	$ 22.50
$ 900.01	$ 1,000.00	$ 25.00
$ 1,000.01	AND UP	The above sample chart illustrates the $2.50 per $100 flat fee that will continue in the same manner for any credit card charges covered under this proposal.

[1]These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

B. Electronic Check Fees

The proposed solution will also provide an Electronic Check component to this overall proposed EZ-NETPAY™ solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee[2]
$ 0.01	$ 100.00	$ 2.50
$ 100.01	$ 200.00	$ 5.00
$ 200.01	$ 400.00	$ 7.50
$ 400.01	$ 800.00	$ 10.00
$ 800.01	$ 1,000.00	$ 12.50
$ 1,000.01	$ 2,000.00	$ 15.00
$ 2,000.01	$ 4,000.00	$ 17.50
$ 4,000.01	$ 8,000.00	$ 20.00
$ 8,000.01	$ 12,000.00	$ 22.50
$ 12,000.01	$ 25,000.00	$ 25.00
$ 25,000.01	AND UP	1% of Transaction

[2] These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

35. EXHIBIT G: SIGNATURE AUTHORIZATION

HIDALGO COUNTY

CERTIFICATION OF AUTHORIZATION:

I hereby certify that Mr. / Ms _____ of HIDALGO COUNTY is entitled to represent the County of Hidalgo, Texas and is authorized to sign a contract with **EASY ACCESS INC.**

Signature: _____

Typed/Printed Name: _____

Title: _____

Office and/or Department _____

Date: _____

Notarization

I do hereby certify that the aforementioned individual of HIDALGO COUNTY, known to me as _____, appeared before me on this ____ day of _____, 2011.

_____

Notary Public Signature

_____

Typed/Printed Notary Public Name

My Commission Expires:

____/____/_____

EXHIBIT "H"

Specifications, Scope of Services, Requirements, General Terms and Conditions

Hidalgo County

"**CREDIT CARD PAYMENT SYSTEM**"

RFP NO: 2011-142-09-28-YSI

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"

RFP NO: 2011-142-09-28-YSI

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages. (Page 8 must be submitted with bid)
3. Exhibit A, Requirements, Scope of Services, Additional Specifications/Requirements consisting of 10 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages. (Must be submitted with bid)
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page. (Copy of receipt and this form must be submitted with the bid)
7. Exhibit E, Proposer's Affidavit, consisting of 1 page. (Must be submitted with bid)
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages. (Must be submitted with bid)
9. IRS W-9 Form, consisting of 4 pages. (Must be submitted with bid)
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page. (Must be submitted with bid)
11. Draft Contract Document, consisting of 18 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

September 12, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

September 12, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals - **"HIDALGO COUNTY – CREDIT CARD PAYMENT SYSTEM"**

RFP NO: 2011-142-09-28YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

RFP NO: 2011-142-09-28	BUYER: Yvette S. Islas	Tel. No: (956) 318-2626 x-4874

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"CREDIT CARD PAYMENT SYSTEM"

September 28, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **"Hidalgo County – Credit Card Payment System"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2011-142-09-28-YSI-Hidalgo County–Credit Card Payment System"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 28, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2011-142-09-28-YSI—"HIDALGO COUNTY – CREDIT CARD PAYMENT SYSTEM".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us . BY NO LATER THAN Wednesday, September 21, 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, September 23, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** 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 and; **C.** 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 proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

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 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.

14. 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.

15. DELIVERY INSTRUCTIONS: (If applicable)
    - 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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"Hidalgo County – Credit Card Payment System"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  f) contract number must be indicated on all invoices

- 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

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**September 28, 2011**
Project/Anticipated Award Date:	**_____, 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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are 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 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 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.

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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to

comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. 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.

22. 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.

23. 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.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from 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.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the 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.

31. 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 Proposal

HIDALGO COUNTY –
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2011-142-09-28-YSI

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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer 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.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer 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 receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2011-142-09-28-YSI

Overview:
"The County of Hidalgo is seeking to enter into a "Credit Card Payment System" contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace Offices and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner." The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Credit Card Payment System"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, September 28, 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2011-142-09-28-YSI

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed 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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, September 21, 2011, at 5:00 P.M. at (956) 292-7612 or via email at yvette.islas@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, September 23, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit 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 BIDS:
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 submitter'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 Proposal (RFP) 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 proposers 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.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
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.

DURATION OF CONTRACT: The initial term of the contract shall be for ***One Year***, with the County's option for an additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services/Requirements** (Hardware & Software Agreement) in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable)

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers 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. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, and Justices of the Peace and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner.

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. Provide a browser based turn-key Credit-Card / Internet Check payment processing Application Service Provider (ASP) solution.
2. The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive all software support cost.
3. The proposed solution must provide 128 bit encryption.
4. The proposing vendor must provide, "live" instructor directed training services for all current and future staff.
5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (Payment Card Industry-Data Security Standard) certification.
6. The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.
7. Provide a custom public website that is specific to Hidalgo County for the collection of specific service fees (sample of website is provided upon request)
8. The proposed solution must provide the County with a Real-time Administrator Module that will allow Hidalgo County senior staff to manage the following without vendor intervention:
   (a) Create departmental location(s)
   (b) Create individual user-task descriptions
   (c) Create authority for individual users by task
   (d) Create duplicate receipts on demand
9. The proposed solution must provide Hidalgo County with a real-time interface with the County's Property Tax Software vendor, ACT.
10. The proposed solution must be able to provide on-line receipts for all credit card transactions.
11. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier.
12. Must provide on-line "real-time" on demand reports on all counter transactions based upon the following minimum guidelines:
    (a) Daily transactions by unique task, i.e., property tax payment, motor vehicle fee, court fines & etc.
    (b) All transactions by date
    (c) All transactions, by either week, month or real-time on a daily basis for counter transactions
    (d) All transactions by unique user-defined Employee Identifier
13. The solution must provide for on-line next-day Settlements reports for all transactions that are to be funded. These settlement reports should be separate reports that are distinguishable between the County-wide Counter Payments and the On-Line Property Tax Payments.
14. Provide daily "Live" Customer Call Service Desk support to County staff and the client Credit Card users.
15. Provide daily "Live" credit card resolution assistance
16. Provide a means by which the County can request a credit card transaction reversal
17. Resolution Collection Service-before a Charge Bank to the County account the vendor must provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge Backs or Bad Check Collections that come from an Internet originated check.

18. The proposed solution must provide the County with a real-time interactive interface with the current legacy system that will be retired within the next 12 months.
19. The proposed solution must also be prepared to provide a real-time interactive interface with the County's new Odyssey System from Tyler Technology that is anticipated to be operational within the next 12 months.

SERVICES AND FEES

Vendors must provide all ranges of services available; discount rates; all applicable service (monthly/yearly); set-up; membership; training; programming; installation; transaction and bank fees to ensure that all bids are properly evaluated. Any optional services available, which benefit the County, should be proposed to acquire the most advantageous system for the County. Hidalgo County will assess a user fee to customer as allowed by Section 31.06 (c) Tax Code. User fee will be payment in full to vendor. No additional charges will be paid by Tax Office, District Clerk's Office, Justices of the Peace and any other county department that would like to use the Credit Card Services Payment System.

HARDWARE AND SOFTWARE MAINTENANCE

The appropriate processing equipment (terminals, printers, imprinters, pin pads, etc.) required to handle the volume of transactions of a county of this size must be provided. Brochures describing the proposed processing equipment must be provided. Extended maintenance fees and credit card processing supplies pricing must also be included. Equipment maintenance is vital; no service can be provided to the County residents if the equipment is down. A four (4) hour response time will be required on all service calls.

Maintenance shall include software upgrades and any required service (on-site and remote).

ON-SITE VISIT

In order to properly assess the needs of the Hidalgo County Tax Office, its respective substations, the District Clerk's Office, Justices of the Peace offices and any other applicable departments, on-site visits are required. The following are the contact persons, addresses and telephone numbers of the departments currently interested in participating in this project. There may be a need to add departments/locations during the contract term.

(1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
Attn: Mr. Paul Villarreal / Project Manager
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733

(2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
Attn: Mr. Rene Rangel / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251

(3) Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
Attn: Mr. Noe Lopez / Project Manager

(7) Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
Attn: Ms. Rachel Bueno / Project Manager
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343

(8) Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
Attn: Ms. Kimberly Echavarria / Project Manager
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796

(9) Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
Attn: Daisy Zarate

100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105

(4) Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
Attn: Ms. Eustolia Hernandez/ Project Manager
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

(5) Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
Attn: Mr. Adam Guerrero/ Project Manager
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872

(6) Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
Attn: Ms. Ofelia Ortiz/ Project Manager
300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541

730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134

(10) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

(11) Justice of the Peace-Homer Jasso
(Precinct 4, Place 2)
Attn: Mr. Robert Leal / Project Manager
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

(12) Justice of the Peace-E. Speedy Jackson
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

HIDALGO COUNTY
CREDIT CARD PAYMENT SYSTEM
RFP No. 2011-142-09-28-YSI

PROPOSAL SHEET

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. **This information may be provided on separate sheets of paper if necessary.**

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office:

Number of substations and equipment at each site:

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM			
MAINTENANCE	**1ST Year**	**2nd Year**	**Total**
HARDWARE	$	$	$
SOFTWARE	$	$	$

In the event of a typographical error, unit price prevails.

SECTION III – SELECTION / EVALUATION / RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2011-142-09-28-YSI

HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2011-142-09-28-YSI

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo.

   25 points

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

   30 points

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately.

   20 points

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.

   25 points

Total 100 Points

HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2011-142-09-28-YSI

RFP EVALUATION FORM

Selection Criteria

		Range Point Score	
1.	**Understanding the Services/Methodology**	**25 points**	_____
	Comments/Rationale for Points:_____		
	_____		
	_____		
2.	**Ability to Commit to all Services Required**	**30 points**	_____
	Comments/Rationale for Points:_____		
	_____		
	_____		
3.	**Ease of Support System & Response Time**	**20 points**	_____
	Comments/Rationale for Points:_____		
	_____		
	_____		
4.	**Cost Fees and Warranty**	**25 points**	_____
	Comments/Rationale for Points:_____		
	_____		
	_____		
	Total	100%	**Score** _____

Provider:_____

Evaluator: _____ Date:_____

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 naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ 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 (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of 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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or 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. January 2011)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–			–				

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. citizen or other U.S. person (defined below).

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 ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [3]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [4]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

DRAFT

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

whose principal office is located at McAllen, Texas, 78504, (hereinafter referred to as EAI) and HIDALGO COUNTY, at 100 N Closner, Edinburg, Texas 78540, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for specific professional services called "Credit Card Payment Services" and EAI has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **CONTRACT:**

The Contract consists of:

A. This document and

B. EXHIBITS A through G, attached hereto.

2. **SERVICES TO BE PERFORMED:**

Subject to the provisions hereof agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

3. **CONSIDERATION:**

In consideration of supplying the SERVICES, the CLIENT shall provide with l's space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to for the SERVICES. the CLIENT's customers who choose to benefit from the SERVICES will pay l and will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card processing firms costs and fee

structures to _ routinely change, s current convenience fee schedule is subject to change on the anniversary year of this agreement and for all succeeding years of this agreement. During each of these annual periods, : will either automatically renew the fee schedule from the immediate preceding annual period or ` will negotiate a new fee schedule that is mutually acceptable by both the CLIENT and for the forth coming new annual renewal period. If ` ` determines that a new fee schedule is necessary, then will provide notice to the CLIENT at least 30 days prior to the anniversary date of this agreement that a new fee schedule must be negotiated. During that negotiating period, all existing fee schedules will remain in place up to a maximum of 60 days from the agreement's anniversary date. Accordingly this contract acknowledges that this service is a convenience for the credit card holder and the entire cost of this service is borne same. If the CLIENT's customer performs a transaction using the SERVICES that results in a charge back to ., such as a misappropriated credit card, ` will reverse the credit made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back. Unless specifically stated to the contrary elsewhere within this Agreement or Amendments hereto, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license in products or services during this Agreement or after the termination of this Agreement by either party.

4. **IMPLEMENTATION STRATEGY DOCUMENT (ISD):**

Attendant with this contract, shall deliver for the CLIENT's approval an Implementation Strategy Document (hereinafter referred to as the "ISD"). The ISD shall include, but not be limited to:

A. Management Overview

B. Technical Plan

C. Project Organization Plan

D. Training Plan

E. Implementation Plan

F. and such other items delineating the SERVICES and the work to be performed by EAI as the parties may mutually agree upon.

Because the ISD is a CLIENT approved (formal sign-off required by CLIENT authority) instrument (that is executed simultaneously with this Professional Services Agreement) and a road map of the how, what and where tasks are accomplished for project implementation, it is implicit that both parties agree to cooperate with each other in the preparation of the ISD. Consequently, project implementation can only begin after formal review and approval by CLIENT staff authority. As a result of that approval and on matters agreed in the ISD. it will take precedence in accordance with Article 21, paragraph "A" of this Agreement. agrees to perform the work and provide the SERVICES in the manner specified in the ISD.

5. SERVICES ACCEPTANCE:

A. PROJECT MILESTONES

Project Milestones are delineated in EXHIBIT C. shall certify in writing to the CLIENT when each Project Milestone of the SERVICES supplied by hereunder is delivered and ready for acceptance. Within five (5) working days following the receipt of the certification of delivery, the CLIENT shall respond to EAI in one of the following manners:

i. If successful accomplishment of a Project Milestone has been attained, the CLIENT shall respond in writing that the respective Project Milestone of the SERVICES is accepted; said response shall constitute final acceptance of the services delivered or

ii. if the CLIENT determines that the products and services delivered do not conform to requirements detailed in this document, it shall so notify . Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until l conforms the SERVICES to the specified requirements. Failure by the CLIENT to make any response to within a ten (10) working day period shall be deemed final acceptance of the services delivered.

B. FINAL SERVICES ACCEPTANCE

CLIENT will accept the qualitative performance of the SERVICES when they have been satisfactorily demonstrated to the CLIENT to have been provided in substantial accordance with the CLIENT approved and delivered ISD. Consequently, compliance with the CLIENT approved ISD will constitute conformity to the actual CLIENT needs and requirements. The Final Acceptance Testing will consist of CLIENT actual usage of or benefit from the delivered SERVICES for a specified period of time as identified in the mutually agreed to ISD, not to exceed thirty (30) days. It is during this time frame that the System will be test-operated within s specifications and thereby confirmed that the System does in fact perform as has so represented regarding the processing of credit card transactions. The Final Acceptance Test Plan is defined in the mutually accepted ISD. CLIENT shall have a maximum of ten (10) working days from the date of notification of completion of final acceptance testing, within which to respond in writing to such delivery via certified mail, over night carrier or FAX. If CLIENT believes the SERVICES delivered do not conform to the requirements of this Agreement, it shall so notify thereof within the above-stated ten (10) days and shall point out with particularity wherein the SERVICES fail to so conform. In the event CLIENT finds the SERVICES conforming to the requirements of this Agreement, it shall, within the above-stated ten (10) days, notify in writing of this fact, which notification shall constitute final acceptance of the SERVICES delivered. Should CLIENT fail to respond within the ten (10) days, the SERVICES shall be deemed accepted.

6. DELIVERY:

Delivery will be F.O.B. to the CLIENT at the designated site specified in EXHIBIT D.

7. EXTENSION OF TIME:

shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond s reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. The delivery schedule provided in EXHIBIT C shall be extended by the amount of any delay resulting from any such cause beyond : reasonable control plus a reasonable time to accommodate adjustment to such extension. shall give the CLIENT notice of the presence of any cause referenced above promptly after becomes aware of the existence of same.

8. TERMINATION BY THE CLIENT:

In addition to any other right to terminate set out herein, If should be adjudged bankrupt, should make a general assignment for the benefit of its creditors, a receiver should be appointed for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the CLIENT may terminate this Agreement.

If should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, disregard laws and ordinances, not proceed with work in a timely fashion or fail to meet standards of performance, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the CLIENT, at it's option, may terminate this Agreement. Prior to termination of this Agreement. the CLIENT shall give thirty (30) calendar days to cure such deficiencies caused by .

Either parties without cause upon thirty - (30) days written notice may terminate this agreement.

9. CHANGES:

The CLIENT may request changes in the scope of services to be performed by hereunder. All such changes shall be mutually agreed upon by and between the parties and shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due for the change in scope.

10. FACILITIES:

During the course of this Agreement, the CLIENT shall provide personnel with adequate workspace for technicians and other related facilities as may be required by to carry out its obligations enumerated herein (please see Article 11 of this Agreement).

11. CLIENT RESPONSIBILITIES:

The CLIENT shall obtain at its expense all government and other permits and licenses required for installation and operation of the SERVICES, including but not limited to such

items as the CLIENT's PCs' operating system licenses.

The CLIENT will be responsible for providing the desired quantity of the display and print devices required to use the SERVICES or additional devices as may be required from time to time at CLIENT's discretion, as well as such devices' maintenance and support.

The CLIENT shall provide an adequate work space (as noted in article 10) for staff and technicians that will approximate an area of 6' x 8'.

The CLIENT will be responsible for installing or providing access to CLIENT's pre-existing communications networks including but not limited to all system telephone lines, hardware cabling, microwave links, modems, radios and other equipment not included as a part of this Agreement and necessary to the successful operation of the SERVICES and interfaces to other computer databases and associated remote and Internet terminals.

For the above CLIENT provided devices and equipment, the CLIENT will provide space, power, environmental control and operating environment as defined by the hardware manufacturer's published specifications. The CLIENT will provide access as required by to carry out the responsibilities of this Agreement to include but not limited to any required on-site tailoring, testing, training or support of the SERVICES, for use by the CLIENT. Additionally, services such as training will be predicated on both CLIENT staff and staff availability, all as prescribed in the mutually agreed to ISD.

The CLIENT will designate a Project Manager to be the liaison with . The Project Manager will be available during normal business working hours for consultation.

The CLIENT will make available all necessary supplies to include but not limited to such items as printer paper for CLIENT owned printers, magnetic tapes or disk packs for replication of on-going County Court record fines, fees and property tax data.

The CLIENT will provide a designated financial institution as its depository. In this case it is understood that the depository is , and all necessary transit or identification numbers required by the SERVICES to make the required collection deposits electronically.

12. LIMITATIONS:

s sole liability under this Agreement shall be for providing the SERVICES. I will not be liable for any lost profits or revenues of the CLIENT. These exclusions include but are not limited to such instances as CLIENT operator errors, particularly as they relate to errors produced on the CLIENT's court management system from Tyler Technologies, or the property tax system from Appraisal and Collections Technologies (ACT) or operator errors where the operator has simply entered erroneous data to the proposed service solution. s liability hereunder for damages, under this numbered paragraph 12, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall be liable for consequential damages under this numbered paragraph 12.

13. WORK HOURS AND SAFETY STANDARDS:

shall agree that (a) each of it's laborers shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by regulations (20 CFR 1518).

14. WORKER'S COMPENSATION:

As an entity incorporated in the State of Texas, . certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation. Furthermore, .. certifies that it will comply with such provisions and will provide upon request proof of such Workmen's Compensation Insurance to the CLIENT.

15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

. shall comply with Title VI of the Civil Rights of 1964, as amended, to the end that no person shall, on the grounds of race, creed, color, sex, handicap, religion, age or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. Likewise, warrants that it shall not discriminate against any persons who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV or infection with any other probable causative agent of AIDS.

16. INSURANCE:

At the request of the CLIENT, .. shall provide proof of comprehensive general liability in amounts satisfactory to the CLIENT.

17. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any proprietary information furnished by for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of , be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

18. COVENANT AGAINST CONTINGENT FEES:

. warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the

full amount of such commission, percentage, brokerage or contingent fee.

19. INDEMNIFICATION:

hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

A. any and all claims made by a third party and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any claims or damages of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by any act, negligent or otherwise, of under this Agreement or of s employees, agents, successors and assigns;

B. any and all claims and demands concerning destruction of the property of the CLIENT, its officers, agents, or employees occupied or used by or in the care, custody, or control of , or in proximity to the site of , work, caused by any acts, negligent or otherwise, of .. its agents, employees, successors and assigns under this Agreement or of 's employees or agents;

C. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of l under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the CLIENT, its officers, agents or employees;

D. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by under this Agreement; and

E. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of

20. PATENTS:

If notified promptly in writing of any action (and all prior claims relating thereto) brought against the CLIENT alleging that the CLIENT's use, sale or other disposition of the products herein described (including use of licensed software) infringes on a United States patent or copyright, I will defend such action at its expense and will pay the costs for the injuries and damages awarded against the CLIENT in such action, provided that: shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against the CLIENT's use of the products or if in s opinion the products are likely to become the subject of a claim of infringement, will, at its option and at its expense, either procure for the CLIENT the right to continue using the products, replace or modify the same so that they become non-infringing, or grant the CLIENT a credit for such products as depreciated and accept their return. Depreciation shall be an equal amount per year over the life of the products as

established by . shall not have any liability to the CLIENT if the alleged infringement is based upon (i) use or sale of the products in combination with other products or devices which are not made by . or (ii) the furnishing to the CLIENT of any information, service or applications assistance. No cost or expenses shall be incurred for the account of without the prior written consent of . In no event shall EAI's total liability to the CLIENT under or as a result of compliance with the provisions of this clause exceed the sum paid to EAI by the CLIENT for the allegedly infringing products. The foregoing states the entire liability of with respect to alleged infringement of patents and copyrights by the products or any part thereof or by their operation.

21. ORDER OF PRECEDENCE AND VENUE

In the event of a conflict in interpretation between any of the applicable contract documents specified below, all incorporated herein by this reference, any such conflict shall be resolved by giving precedence in the following order:

A. Implementation Strategy Document (ISD)

Only after approval of the ISD by the CLIENT shall said document be the first document in the order of precedence in the event of a SERVICES technical conflict requiring interpretation.

B. This Agreement and any EXHIBITS or AMENDMENTS hereto

C. The proposal

The venue for this and all associated agreements shall be Hidalgo County, Texas.

22. TERM OF AGREEMENT:

The Agreement shall commence on the final execution date of this agreement by both parties to this Agreement and shall continue through implementation of the SERVICES, as defined by the mutually agreed ISD and it's project work plan, unless sooner terminated or extended as herein provided.

23. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

25. CONTRACT REPRESENTATIVES:

The . and CLIENT project teams including the Project Managers are set forth in EXHIBIT E. Any changes in the method or nature of work to be performed under this Agreement must be processed through the Project Managers respectively.

26. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

27. GENERAL:

This Agreement, EXHIBITS A through G and the . Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between and CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties.

A waiver of a breach or default under this contract shall not be a waiver of any other or subsequent default.

28. NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

McAllen, Texas 78504
Attn.: M
Phone #: 956:682
FAX #: 956:682-

HIDALGO COUNTY DISTRICT CLERK
100 N Closner
Edinburg, Texas 78540
Attn.: Mr. Noe Lopez (from the County Clerk's Office) / Project Manager
Phone #: 956:318-2200
FAX #: 956:318-2251

HIDALGO COUNTY TAX-ASSESSOR COLLECTOR
2804 S. US Hwy 281
Edinburg, Texas 78539
Attn.: Mr. Paul Villarreal / Project Manager
Phone #: 956:318-2157
FAX #: 956:318-2733

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,2
224 N. 12th Street
Edinburg, Texas 78541
Attn.: Mr. Robert Leal / Project Manager
Phone #: 956:383-0921
FAX #: 956:383-7430

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,1
212 N. 12th Street
Edinburg, Texas 78541
Attn.: Ms Aleida Lopez / Project Manager
Phone #: 956:380-4473
FAX #: 956:380-4029

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

Authorized Signature

Typed

Title

Date

CLIENT:

HIDALGO COUNTY

Authorized Signature

Typed

Title

Date

Attest

Title

Approved by Commissioners' Court on

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:

29. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

... will provide their Internet Payment Services to CLIENT for all of the collection types performed by the following subdivisions of Hidalgo County; District Clerk, Tax Assessor-Collector and the County Justice of the Peace. While not totally inclusive, those collection types shall include such items as the collection of County District Clerk and Justice of the Peace document copy fees, document filing fees, and court fees and fines as well as Property Taxes and Motor Vehicle Registration fees.

To effect the Internet Payment Services specifically for CLIENT, will provide the following:

1. Access to the application software and Internet services via an Internet backbone connection provided by the CLIENT

2. All maintenance and support of the application and services software and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical or State mandated upgrades required to perform the SERVICES

3. A special Hidalgo County CASHIERING Web site and hosting service to include all remote server hardware as well as maintenance and support for same in order to provide for the remote payment of Hidalgo County Court fees, fines, property taxes and motor vehicle fees

4. Training of specified County Clerk staff on the operation of services specifically for the County Clerk and the special Hidalgo County CASHIERING fee and fine payment Web site

5. Standard reports of reconciliation for the each of the County subdivisions identified for service, all predicated on existing application software fields, those fields include but not limited to tasks, date, time period (i.e. weekly), location, Unique Employer Identifier and Credit Card Processing Center Authorization Code

6. All necessary credit card supplies that may be required to perform the task of manually entering a credit card collection should the automated system be inactive for an inappropriate amount of time. Attendant with these supplies will also go all the necessary training for use of these supplies

30. EXHIBIT B: PROJECT IMPLEMENTATION PLAN OVERVIEW

1. Agree on Project expectations of all parties involved in the implementation of the SERVICES
2. Ascertain project personnel and their responsibilities for each implementation phase
3. Make mutually agreed to no cost customized changes to software and services
4. Provide modified product proto-type for review by Hidalgo County Project Team
5. Provide Project Team Training
6. Test Internet access and database access
7. Perform final acceptance testing

31. EXHIBIT C: PROJECT SCHEDULE
MILESTONE ESTIMATED DELIVERY TIME FRAMES

The time frames listed below commence from the date of delivery of the proposed SERVICES Agreement. Failure to complete any milestone listed within the time frame agreed below can impact the completion of the remaining milestones.

PROJECT MILESTONE	TIME FRAME
Delivery, execution and acceptance of Professional Services Agreement	01 – 10 Days
Delivery of Contracted SERVICES & Manual Collection Supplies	01 – 45 Days
Delivery of Hidalgo County web based CASHIERING Fee / Fine and Property Tax Payment Web based payment services solution	20 – 45 Days
Delivery of Project Team Training	30 – 60 Days
Completion of final acceptance testing	60 - 90 Days

32. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES

(1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
Attn: Mr. Paul Villarreal / Project Manager
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733

(2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
Attn: Mr. Rene Rangel / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251

(3) Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
Attn: Mr. Noe Lopez / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105

(4) Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
Attn: Ms. Eustolia Hernandez/ Project Manager
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

(5) Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
Attn: Mr. Adam Guerrero/ Project Manager
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872

(6) Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
Attn: Ms. Ofelia Ortiz/ Project Manager
300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541

(7) Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
Attn: Ms. Rachel Bueno / Project Manager
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343

(8) Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
Attn: Ms. Kimberly Echavarria / Project Manager
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796

(9) Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
Attn: Daisy Zarate
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134

(10) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

(11) Justice of the Peace-Homer Jasso
(Precinct 4, Place 2)
Attn: Mr. Robert Leal / Project Manager
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

(12) Justice of the Peace-E. Speedy Jackson
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

33. EXHIBIT E: PROJECT MANAGERS

(1) Hidalgo County Tax Office
Mr. Paul Villarreal

(2) District Clerk
Mr. Rene Rangel

(3) County Clerk
Mr. Noe Lopez

(4) Justice of the Peace- Precinct 1, Place 1
Ms. Eustolia Hernandez

(5) Justice of the Peace- Precinct 1, Place 2
Mr. Adam Guerrero

(6) Justice of the Peace- Precinct 2, Place 1
Ms. Ofelia Ortiz

(7) Justice of the Peace-(Precinct 2, Place 2)
Ms. Rachel Bueno / Project Manager

(8) Justice of the Peace-(Precinct 3, Place 1)
Ms. Kimberly Echavarria / Project Manager

(9) Justice of the Peace-(Precinct 3, Place 2)
Ms. Daisy Zarate

(10) Justice of the Peace- Precinct 4, Place 1
Ms. Aleida Lopez

(11) Justice of the Peace- Precinct 4, Place 2
Mr. Robert Leal / Project Manager

(12) Justice of the Peace- Precinct 4, Place 1
Ms. Aleida Lopez

34. EXHIBIT F: Convenience Fee Schedule

A. Credit Card Fees

This proposed credit card processing service (including support for the application software Services) will be provided to the County at No Charge. Re-imbursement for these services will be through a Convenience Fee* that will be charged by to the Credit Card holder. The proposed fee will be per $100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee[1]
$ 0.01	$ 100.00	$
$ 100.01	$ 200.00	$
$ 200.01	$ 300.00	$
$ 300.01	$ 400.00	$
$ 400.01	$ 500.00	$
$ 500.01	$ 600.00	$
$ 600.01	$ 700.00	$
$ 700.01	$ 800.00	$
$ 800.01	$ 900.00	$
$ 900.01	$ 1,000.00	$
$ 1,000.01	AND UP	The above sample chart illustrates the per flat fee that will continue in the same manner for any credit card charges covered under this proposal.

[1]These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and

B. Electronic Check Fees

The proposed solution will also provide an Electronic Check component to this overall proposed solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee[2]
$ 0.01	$ 100.00	$ -
$ 100.01	$ 200.00	$
$ 200.01	$ 400.00	$
$ 400.01	$ 800.00	$
$ 800.01	$ 1,000.00	$
$ 1,000.01	$ 2,000.00	$
$ 2,000.01	$ 4,000.00	$
$ 4,000.01	$ 8,000.00	$
$ 8,000.01	$ 12,000.00	$
$ 12,000.01	$ 25,000.00	$
$ 25,000.01	AND UP	1% of Transaction

[2] These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and

35. EXHIBIT G: SIGNATURE AUTHORIZATION

HIDALGO COUNTY

CERTIFICATION OF AUTHORIZATION:

I hereby certify that Mr / Ms _____ of HIDALGO COUNTY is entitled to represent the County of Hidalgo, Texas and is authorized to sign a contract with

Signature: _____

Typed/Printed Name: _____

Title: _____

Office and/or Department _____

Date: _____

Notarization

I do hereby certify that the aforementioned individual of HIDALGO COUNTY, known to me as _____, appeared before me on this ____ day of _____, 2009.

_____

Notary Public Signature

_____

Typed/Printed Notary Public Name

My Commission Expires:

____/____/_____

Insurance Requirement Acknowledgment

I, M.G. BRAUN JR, authorized representative for EASY ACCESS INC, 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: $ See enclosed Insurance Certificate General Liability: $ See enclosed Insurance Certificate

☒ have already been met, see attached copy of insurance certificate.

M.G. Braun — Authorized Representative

9/26/11 — 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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/15/2011

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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
HAMER ENTERPRISES
4200 A N. BICENTENNIAL
MCALLEN TX 78504-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICA FIRST INS	
INSURER B: TEXAS MUTUAL INS CO	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	02BP182958-8	05/16/2011	05/16/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	02BP182958-8	05/16/2011	05/16/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001168510-11	05/16/2011	05/16/2012	[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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

EASY ACCESS INC: INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT FOR CREDIT CARD PAYMENT SERVICES FOR HIDALGO COUNTY

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARTHA SALAZAR
CPPB PURCHASING AGENT
2812 SOUTH HWY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 100170

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) Fax: (956)318-2629

© ACORD CORPORATION 1988

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, M.G.BRAUN JR/EASY ACCESS INC, possess all of the APPLICABLE:

1. Licenses: N/A EASY ACCESS INC is the original author of the proposed Software Solution.
2. Bonds: N/A.
3. Certificates: N/A.
4. Permits: N/A.
5. Other: N/A.

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.

M.G. Braun Jr

Authorized Signature MG Braun Jr

9/26/11

Date

EASY ACCESS INC.

Company

4200-A N. BICENTENNIAL DR.

Address

MCALLEN TX 78504.

City, State, Zip

2261510

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.**

William C Hamer

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.**

Armando Barrera
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 ☒ XX 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 ☒ XX 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 ☒ XX No

D. Describe each employment or business relationship with the local government officer named in this section.

The Parent Company, HAMER ENTERPRISES, has from time to time provided tax bill printing services

4

W C Braun — 9/20/11

Signature of person doing business with the governmental entity — Date

M.G. Braun Jr for EASY ACCESS INC

Adopted 06/29/2007



Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2011-2261510

As

Recorded On: November 30, 2011 Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	20.00
Total Recording:	**20.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-2261510
Receipt Number: 1239496
Recorded Date/Time: November 30, 2011 02:24P

User / Station: M Cantu - Cash Station 03

Record and Return To:

EASY ACCESS
4200 NORTH BICENTENNIAL DRIVE
MCALLEN TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, M.G.Braun Jr., 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: _____

M.G.BRAUN JR, SPECIAL PROJECTS DIRECTOR, EASY ACCESS INC

Subscribed and sworn to before me this 26 day of 9, 2011.

Sharee E Salazar

Notary Public

My commission expires: 7/05/2015.

Sharee E Salazar
Notary Public
State Of Texas
My Comm. Exp. 7-5-2015

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: EASY ACCESS INC Telephone No. (956) 682-3466

dba Name: SAME AS ABOVE

Legal Name: SAME AS ABOVE

Mailing Address : 4200-A N. BICENTENNIAL DR. Fax No. (956) 682-0906

Physical Address: 4200-A N. BICENTENNIAL DR.

City, State, Zip MCALLEN, TX 78504 Tax I.D. No. 1-742481662-1

Remit to Address : 4200-A N. BICENTENNIAL DR City, State, Zip MCALLEN TX 78504

E-Mail Address: mgbraun@hecorp.com

Representative(s) Name(s) & Title(s) M.G.(MIKE) BRAUN JR, SPECIAL PROJECTS DIRECTOR

Type of Organization (check one): ____ Individual ____ Partnership X Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 742481662 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: TEXAS Date: 1988 Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization X Other, Specify Computer hardware & application software provider

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

WILLIAM C HAMER, CEO M.G.BRAUN JR, SPECIAL PROJECTS DIRECTOR

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Printing & Mailing

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

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: M.G. BRAUN JR
Title: SPECIAL PROJECTS DIRECTOR
Telephone Number: 956:682-3466
Date: 9/24/11

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. January 2011)
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)
EASY ACCESS INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ➤

☐ Exempt payee

☐ Other (see instructions) ➤

Address (number, street, and apt. or suite no.)
4200-A N. BICENTENNIAL DR.

Requester's name and address (optional)

City, state, and ZIP code
MCALLEN TX 78504

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 the "Name" line 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
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
7 4 - 2 4 8 1 6 6 2

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. citizen or other U.S. person (defined below).

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 ➤ [signature] Date ➤ 09/27/2011

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Mr. M. G. (Mike) Braun, Jr.
Easy Access, Inc.

From: Yvette S. Islas, Buyer III
Hidalgo County Purchasing Department

Date: November 16, 2011

Re: Negotiation of: RFP NO: 11-142-09-28-YSI-Hidalgo County-"Credit Card Payment System"

Pursuant to action taken by Commissioners' Court on Tuesday, November 15, 2011on the above referenced Request for Proposals your company has been ranked number one (1) and approved to proceed with the negotiations process.

As part of the negotiations process we are requesting that you submit your Best and Final Offer (BAFO). The intent in soliciting the above referenced services is to encourage and avail taxpayers another option for payment of their obligations to Hidalgo County. Given the extremely difficult economic times, we are requesting that you consider locking-in your submitted rates for the convenience fee schedule for the initial term (i.e. one year) with the option to re-negotiate the second term.

Please forward your response via e-mail by 3:00 pm, Thursday, November 17, 2011 to: yvette.islas@co.hidalgo.tx.us.

If you have any questions, call me at (956) 292-7000-Ext. 4874.

Thank you.

Acknowledge receipt of this request and return by e-mail:

Signed: M.G. Braun Date: 11/17/11

Printed Name: M.G. BRAUN JR

Title: SPECIAL Projects Director

EASY ACCESS INC

PLEASE ALSO SEE BAFO Letter to MARTHA SALAZAR

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

EZAccess®

Easy Access, Inc.
4200-A N Bicentennial Dr
McAllen, Texas 78504

Telephone: 956:682-3466
Fax: 956:682-0906
www.HECorp.com

Letter of Transmittal

November 17, 2011

Ms Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County
2812 S Business Hwy 281
Edinburg, TX 78539
Voice: (956) 318-2626 Fax: (956) 318-2629

Reference: **"Best and Final Offer"** - RFP No. 11-142-09-28-YSI "Credit Card Payment System"

Dear Ms Salazar,

The following proposal will constitute *the Best and Final Offer* by Easy Access Inc (EAI) for the above referenced "Credit Card Payment System Services" for Hidalgo County. This offer is provided per Ms Islas's electronic mail request of November 16, 2011.

As noted in my email response to Ms Islas on Thursday November 17, 2011, we illustrated a sampling of the various external forces that are completely out of our control which could materially impact the cost components that cumulatively contribute to the Convenience fee structure which we ultimately find are necessary for our services. Moreover, in that email correspondence, we indicated to Ms Islas that the County has the best evidence of our most sincere desire to contain electronic payment fees – namely more than 8 years of working experience with Easy Access with regard to Credit Card processing for the County. During that occasion EAI at various junctures of time encountered instances where fee corrections would have been justified and which was an action that was provided for in the contract. However, through diligence, hard work and a mutually shared belief that cost to the taxpayer ultimately influences usage we were able to affect cost components such that we ultimately did not elect to opt for any fee corrections. Nevertheless, today's economic realities are much more severe and broader than any of us have ever encountered, therefore the need to have the opportunity to make adjustments should they become a warranted necessity.

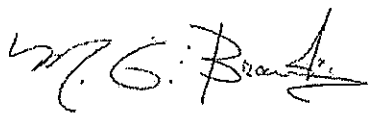
With the above said, our management has decided to accommodate the County's request to "*lock in the submitted rates for the convenience fee for the initial term (i.e. one year) with the option to re-negotiate the second term*" should that prove to be necessary. Please understand that as in the past, we will do all that we can to avert such a circumstance so that the County and our local citizenry are provided

with an economically dependable and predictable resource for affecting electronic payments for all the departments in Hidalgo County that would participate in this service

EAI has enjoyed many, many years of service to Hidalgo County (in various capacities beyond electronic payment processing). As a result of this first hand familiarity with the County and our over 33 years of diverse experience with the state and local governmental sector through out the United States we therefore believe that we possess a unique perception of your various departmental electronic payment processing needs as well as an intimate knowledge of your administrative expectations. For these reasons, EAI can offer Hidalgo County a proposal of service that is consistent with the expectations of all concerned.

We look forward to working with you and your very fine staff as it relates to this continued service. If you have any questions, please contact me at 1:800:926-3466 at your earliest convenience.

Respectfully Submitted by:



M. G. (Mike) Braun Jr. / Special Projects Director

MGB/ss

HIDALGO COUNTY
CREDIT CARD PAYMENT SYSTEM
RFP No. 2011-142-09-28-YSI

PROPOSAL SHEET

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. **This information may be provided on separate sheets of paper if necessary.**

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office:

Number of substations and equipment at each site:

OPENED
9:49
9/28/11
Witnessed

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM			
MAINTENANCE	1ST Year	2nd Year	Total
HARDWARE	$ 0.00	$ 0.00	$ 0.00
SOFTWARE	$ 0.00	$ 0.00	$ 0.00

In the event of a typographical error, unit price prevails.

APPROVED

AI-29721 **13. A. 6.**
CC REGULAR
Meeting Date: 11/29/2011
Submitted For: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of the final negotiated contract/agreement (viewed and approved as to form by legal counsel) which includes best and final offer with Easy Access, Inc. (ranked highest firm cc 11/185-11) for "Credit Card Payment System" (RFP NO.11-142-09-28-YSI).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Credit Card Services will be paid to vendor through a user fee, no budgetary impact to the County.

Attachments

agmnt EZacs
backup
acord EZ acs
legals ok agrmnt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/23/2011 11:20 AM
Budget & Management	Merlen P. Munoz	11/23/2011 11:24 AM
Auditor's Office	Angela Garcia	11/23/2011 01:38 PM

Form Started By: Yvette Islas Started On: 11/16/2011 01:39 PM

Final Approval Date: 11/23/2011

CC Approved on November 29, 2011

documents for Policy Period commencing January 1, 2012 And ending December 31, 2012, as attached hereto.

5. AI-29806 Approval of the final contract document with Brown & Brown Lone Star Insurance Services d/b/a Alamo Insurance Group for "RFP-2011-149-09-07- Consulting Services For Self-Funded Insured Group Health" project.

approved

6. AI-29721 Requesting acceptance and approval of the final negotiated contract/agreement (viewed and approved as to form by legal counsel) which includes best and final offer with Easy Access, Inc. (ranked highest firm cc 11/185-11) for "Credit Card Payment System" (RFP NO.11-142-09-28-YSI).

approved

B. Pct. 1

1. AI-29804 Approval of the final contract document with G.A.S. Enterprises (previously approved by CC on 10/04/11) for Construction Management Services for the "Design And Construction Of A New Constable Building-Precinct One".

approved

14. 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:

10:12 am

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-29778 Cause No.: C-223-10-H; Samuel Zuniga v. County of Hidalgo

15. Open Session:

A. Real Estate Acquisition and appropriation for same

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-29779 Cause No.: C-223-10-H; Samuel Zuniga v. County of Hidalgo

16. Closed Session:
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

17. Open Session:
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

18. Adjourn

CC Approved on November 29, 2011

From:	Martha Salazar
To:	yvette.islas@co.hidalgo.tx.us
Subject:	FW: ez access amendment
Date:	Thursday, January 19, 2012 5:02:15 PM
Attachments:	11.142 amend one.01.10.12.docx C-11-142-11-29-EZ Access.pdf Revised amended ez access contract 1.12.12.docx
Importance:	High

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, January 19, 2012 3:06 PM
To: 'Martha Salazar'
Subject: FW: ez access amendment
Importance: High

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, January 12, 2012 11:50 AM
To: 'Martha Salazar'
Subject: FW: ez access amendment
Importance: High

Please see the attached revised contract. If you have questions, please call our office.

Thanks
Marynel

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, January 12, 2012 10:39 AM
To: 'Steve Crain'
Cc: yvette.islas@co.hidalgo.tx.us
Subject: FW: ez access amendment
Importance: High

Mr. Crain:
I sent this item a few days ago. However, you may not have received. Since you are always so prompt in responding, I am asking for your review and comment on the amendment attached.
Thanks,
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 10, 2012 4:40 PM
To: 'Steve Crain'
Cc: 'yvette.islas@co.hidalgo.tx.us'
Subject: FW: ez access amendment
Importance: High

Mr. Crain:
Please review and comment as to form the requested Amendment attached.

Thanks,
Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Tuesday, January 10, 2012 3:32 PM
To: 'Martha Salazar'
Subject: ez access amendment

Ms. Marty,

Please forward the attached amendment to Mr. Crain for review/approval.

I've attached the contract as well for his convenience.

Thank you,
Yvette S. Islas
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

AI-30883 **23. B. 1.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Martha Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance of proposal received from awarded vendor, Facility Solutions Group in the amount of $326,883.20 through the County's participation/membership with Buy Board for the "Turnkey Purchase and Installation of Solar Powered Lights for Precinct No. 1-Phase II " as per plans and specifications drafted and developed by Mr. Raul Sesin, P.E., Hidalgo County Planning Department, in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted through Procurement Project#2012-065-MSS; and

b. Acceptance and approval of an Interlocal Cooperation Agreement Project: "City Of Mercedes-provision of services for the installation of solar lighting" within the City through the current Interlocal Agreement (C-11-290-10-16-approved by CC on 10/18/11) in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities Project at the following sites:

1. FM 491
2. Mercedes City Park
3. Mercedes Collier Complex Park
4. Mercedes Water Park

BACKGROUND

Interlocal Cooperation Agreement-Project Document previously approved by legal as to form on January 25, 2012.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1287-431-00-121-084-3-739

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

BUDGETARY IMPACT:

Available balance in year 2011 is $503,663.88, pending year end grant carryovers.

Attachments

Interlocal Agreement-City Of Mercedes
Interlocal Agreement-Project Document
FSG Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/03/2012 11:33 AM
Budget & Management	Merlen P. Munoz	02/03/2012 11:38 AM

Ivan Cantu	Ivan Cantu	02/03/2012 11:49 AM
Purchasing Department	Marty Salazar	02/03/2012 11:33 AM
Budget & Management	Merlen P. Munoz	02/03/2012 11:38 AM
Ivan Cantu	Ivan Cantu	02/03/2012 11:49 AM
Auditor's Office		

Form Started By: Moises Salazar Started On: 02/01/2012

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN

HIDALGO COUNTY AND CITY OF MERCEDES,TEXAS

THIS Agreement is made on this the 18th day of October, 2011 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and **CITY OF MERCEDES, TEXAS**, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and County's current price of materials. County shall be solely responsible for determining the current rate for its equipment and County's cost of materials. Any request for use by County of City equipment and materials shall be subject to the approval of Commissioner of Precinct No.1 determining that such equipment and materials are not retained by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct No. 1 determining that the County individuals so requested by the City are not required for projects of Precinct No. 1 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at their current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and City's current prices of materials. County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.

4. City shall provide County with man power at the current hourly rates for individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.

5. Prior to County commencing any such City project, City shall escrow the amount of County's estimate for each such City requested project with the Hidalgo County Treasurer (the "Escrow"). Should City deposit such Escrow with the County Treasurer City agrees County may draw from the Escrow the costs of materials, equipment and personnel for such project. County's cost for the use of the equipment and personnel shall be on hourly basis as described in Exhibit A. In the event, the cost of the materials, equipment and personnel for any such project exceeds the amount of the Escrow (the "Excess") for such project, City agrees to make payments of the Excess to County within thirty (30) days of receipt of invoices from County for same. In the event the actual cost of the Project is finally determined to be less than the amount of the Escrow, County agrees to remit such difference to City.

6. The parties agree that any additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.

7. The term of this Agreement shall be for one (1) year with automatic renewals for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party unless terminated pursuant to numbered paragraph 9 of this Agreement.

8. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any on-going Work and before beginning any new Work.

9. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.

10. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

11. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

12. **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.

13. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

14. **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.

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Mercedes
Attention: City Manager
P. O. Drawer 837
Mercedes, Texas 78570

If to County: Hidalgo County
Attention: Ramon Garcia County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner Joel Quintanilla
1902 Joe Stephens Avenue
Weslaco, Texas 78596

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

16. **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.

17. **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.

18. **Assignment**. This Agreement shall not be assignable.

19. **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.

20. **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.

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

22. **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.

23. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

CITY OF MERCEDES

Mayor, Henry Hinojosa

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 10/18/11

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: OCTOBER 18, 2011

EXHIBIT A

COSTS

"FEMA'S SCHEDULE OF EQUIPMENT RATES"

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	$51.00
8017	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	hour	$80.00
8040	Ambulance			to 150		hour	$25.50
8041	Ambulance			to 210		hour	$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 6		hour	$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	$29.00
8070	Automobile			to 130	Transporting people.	mile	$0.50
8071	Automobile			to 130	Transporting cargo.	hour	$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	$49.00
8112	Barge, Deck	Size	120'x45'x10'			hour	$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	$8.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$150.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$300.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	$0.65
8420	Breaker, Pavement			to 70		hour	$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	$19.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	$13.50
8180	Bus			to 150		hour	$20.00
8181	Bus			to 210		hour	$23.00
8182	Bus			to 300		hour	$27.00
8190	Chain Saw	Bar Length	16 in			hour	$1.75
8191	Chain Saw	Bar Length	25 in			hour	$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$21.50
8220	Compactor			to 10		hour	$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	$29.00
8225	Compactor, Sanitation			to 300		hour	$96.00
8226	Compactor, Sanitation			to 400		hour	$163.00
8227	Compactor, Sanitation			to 535		hour	$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		insulated tank, and circulating spray bar.	hour	$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$25.00
8250	Dozer, Crawler			to 75		hour	$31.00
8251	Dozer, Crawler			to 105		hour	$40.00
8252	Dozer, Crawler			to 160		hour	$65.00
8253	Dozer, Crawler			to 250		hour	$80.00
8254	Dozer, Crawler			to 360		hour	$135.00
8255	Dozer, Crawler			to 565		hour	$250.00
8256	Dozer, Crawler			to 850		hour	$340.00
8260	Dozer, Wheel			to 300		hour	$55.00
8261	Dozer, Wheel			to 400		hour	$110.00
8262	Dozer, Wheel			to 500		hour	$150.00
8263	Dozer, Wheel			to 625		hour	$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$400.00
8240	Feeder, Grizzly			to 35		hour	$17.00
8241	Feeder, Grizzly			to 55		hour	$30.00
8242	Feeder, Grizzly			to 75		hour	$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	$60.00
8316	Generator	Prime Output	280 kW	to 400		hour	$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	$500.00
8755	Golf Cart	Capacity	2 person			hour	$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	$22.00
8401	Loader, Tractor, Wheel			to 81		hour	$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	$15.25
8075	Motorcycle, Police					mile	$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$65.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	$140.00
8436	Pick-up, Asphalt			to 110		hour	$55.00
8437	Pick-up, Asphalt			to 150		hour	$83.00
8438	Pick-up, Asphalt			to 200		hour	$110.00
8439	Pick-up, Asphalt			to 275		hour	$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	$16.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	$18.50
8470	Pump			to 4	Does not include Hoses.	hour	$2.15
8471	Pump			to 6	Does not include Hoses.	hour	$3.20
8472	Pump			to 10	Does not include Hoses.	hour	$4.10
8473	Pump			to 15	Does not include Hoses.	hour	$7.75
8474	Pump			to 25	Does not include Hoses.	hour	$9.25
8475	Pump			to 40	Does not include Hoses.	hour	$16.00
8476	Pump			to 60	Does not include Hoses.	hour	$18.75
8477	Pump			to 95	Does not include Hoses.	hour	$26.50
8478	Pump			to 140	Does not include Hoses.	hour	$31.00
8479	Pump			to 200	Does not include Hoses.	hour	$36.00
8480	Pump			to 275	Does not include Hoses.	hour	$80.00
8481	Pump			to 350	Does not include Hoses.	hour	$95.00
8482	Pump			to 425	Does not include Hoses.	hour	$120.00
8483	Pump			to 500	Does not include Hoses.	hour	$135.00
8484	Pump			to 575	Does not include Hoses.	hour	$155.00
8485	Pump			to 650	Does not include Hoses.	hour	$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	$23.00
8513	Saw, Rock			to 100		hour	$30.00
8514	Saw, Rock			to 200		hour	$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	$3.35
8157	Sweeper, Pavement			to 110		hour	$59.00
8158	Sweeper, Pavement			to 230		hour	$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	$8.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	$55.00
8800	Truck, Pickup				Transporting people.	mile	$0.50
8801	Truck, Pickup		½ ton			hour	$14.00
8802	Truck, Pickup		1 ton			hour	$20.00
8803	Truck, Pickup		1¼ ton			hour	$22.00
8804	Truck, Pickup		1½ ton			hour	$25.00
8805	Truck, Pickup		1¾ ton			hour	$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	$42.00
8620	Tub Grinder			to 440		hour	$85.00
8621	Tub Grinder			to 630		hour	$120.00
8622	Tub Grinder			to 760		hour	$150.00
8623	Tub Grinder			to 1000		hour	$270.00
8753	Vehicle, Recreational			to 10		hour	$3.00
8750	Vehicle, Small			to 30		hour	$7.00
8761	Vibrator, Concrete			to 4		hour	$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$22.00

APPROVED

AI-29083
CC REGULAR
Meeting Date: 10/18/2011

17. B. 2.

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County Precinct One and City Of Mercedes for the provision of assisting each other in multiple projects as defined in the agreement

BACKGROUND

Approved as to form by Legal Counsel

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

AS PER PRECINCT ONE-PROJECT WILL BE ON AN "AS NEEDED BASIS" ON "PER PROJECT BASIS"-NO FUNDING IS REQUIRED AT THIS TIME. FUNDING WILL BE IDENTIFIED UNTIL THERE IS A NEED TO UTILIZE THE INTERLOCAL.

Attachments

interlocal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	10/13/2011 08:43 AM
Budget & Management	Angela Garcia	10/13/2011 09:00 AM
Ivan Cantu	Ivan Cantu	10/13/2011 04:33 PM
Auditor's Office	Monica Badillo	10/14/2011 05:15 PM

Form Started By: Vangie Garcia Started On: 10/12/2011 01:51 PM

Final Approval Date: 10/14/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project "Installation Of Solar Lights At Various Locations Within The City Of Mercedes", (collectively the "Project"); through an Interlocal Cooperation Agreement to be entered into with The City Of Mercedes, Texas and Hidalgo County.

By vote February 7, 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT:_____

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Wednesday, January 25, 2012 11:54 AM
To: 'Evangelina Garcia'
Subject: RE: Interlocal With City Of Mercedes and Hidalgo Couty

It is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, January 25, 2012 11:27 AM
To: 'Stephen L. Crain'
Cc: 'Martha Salazar'
Subject: RE: Interlocal With City Of Mercedes and Hidalgo Couty

Mr. Crain:
Attached is the draft agreement identifying the project for your review as to form.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, January 25, 2012 9:33 AM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'Evangelina Garcia'
Subject: FW: Interlocal With City Of Mercedes and Hidalgo Couty
Importance: High

Attached is the revised amended draft City of Mercedes Agreement. Regarding the 2nd attachment for approval you will need to describe project. If you have questions,
Please call our office.
Thanks,
Marynel

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 24, 2012 3:54 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Interlocal With City Of Mercedes and Hidalgo Couty
Importance: High

Mr. Crain:
Please review amendment to ILA between Hidalgo County (Pct. #1) and City of Mercedes to include employee hourly rates. Read below. Review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, January 24, 2012 3:26 PM
To: 'Martha Salazar'
Subject: Interlocal With City Of Mercedes and Hidalgo Couty

Marty:
I'm attaching the executed Interlocal Agreement between Hidalgo County and the City Of Mercedes in assisting each other in multiple projects for legal's review as to amending the contract to revise the Exhibit "A" and thus incorporating the "Employees Hourly Rate" to be part of the Interlocal inasmuch as it was left out of this agreement.

In addition, pursuant to this Interlocal, I've prepared the agreement identifying the project which also needs to be reviewed by legal as to form so as to attach to an agenda item that Precinct One is requesting for me to place on January 31, 2012.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Evangelina Garcia

From: Joann [joann.gonzalez@co.hidalgo.tx.us]
Sent: Wednesday, February 01, 2012 4:57 PM
To: 'Evangelina Garcia'
Cc: joel.quintanilla@co.hidalgo.tx.us; 'Eduardo Gonzalez'
Subject: Interlocal Amendment City of Mercedes Solar Lighting Project

Ms. Vangie,

Account # 1-1287-431-00-121-084-3-739

City of Mercedes will be funded by the EEBCG Grant. (Account # 1-1287-431-00-121-084-3-739) Mercedes will have solar lighting installed in various locations of city. They are as follows:

FM 491
Mercedes City Park
Mercedes Collier Complex Park
Mercedes Water Park

Please make the necessary adjustments to place item on agenda for February 7, 2012. If you should need anything else please call or email me. Many thanks!

Sincerely,

Joann Gonzalez
Administrative Assistant
Hidalgo County Precinct One
1902 Joe Stephens Ave, Ste. 101
Weslaco, Texas 78596
Phone: 956-973-7815
Fax: 956-973-7853
Email: joann.gonzalez@co.hidalgo.tx.us

Please consider the environment before printing this email

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RFP NO:2012-065-MSS	Buyer: Moises Salazar	Tel. No: 318-2626 ext. 4863

REQUEST FOR PROPOSALS

Hidalgo County Precinct No. 1

Solar Powered Lights -Phase II

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address 2802 So. Bus. Hwy. 281
Postal Mailing Address: 2812 So. Bus. Hwy. 281
(Same Building) Corner of Canton & Bus. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2012-065-MSS**

1. Proposals will be received for **"Hidalgo County Precinct No. 1- EECBG Grant –Solar Powered Lights -Phase II"** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and three (3) copies of all proposals are required, with the proposers 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, **"RFP NO.: 2012-065-MSS "Hidalgo County Precinct No. 1- EECBG –Solar Powered Lights -Phase II"** and in County's Purchasing Department, Physical Address 2802 So. Bus. Hwy. 281/Postal Mailing Address 2812 So. Bus. Hwy 281 (Same Building) Corner of Canton and Business 281, Administration Building, Edinburg, Texas, on **or before, February 2, 2012. NO LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL.** Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this 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 proposer, or to reject all proposals and re-bid project.

5. **For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**

6. Descriptive specifications are referenced in this document to indicate the **general** kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

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 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.

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. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation **"Hidalgo County Precinct No. 1- EECBG - Solar Powered Lights - Phase II" -2012-065-MSS**
  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 Precinct No. 1
Martha Mena, Executive Assistant
1902 Joe Stephens Ave.
Weslaco, TX 78596
Ph: (956) 968-8733

16. Schedule of Events

Proposal Due Date,	**February 2, 2012**
Award of Contract	, 2012
Commence Work or Deliver Products	, 2012

17. Proposer 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 proposer bond in the amount of five percent of the total contract price. A proposer bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from debarment or suspension 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 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.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department

head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or 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.

19. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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.

20. 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.

21. Proposals, 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.

22. 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas

- 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.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person,

persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from 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 proposers indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the 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.

31. 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.

Proposal
for

Hidalgo County Precinct No. 1-
Solar Powered Lights -Phase II (EECBG)
RFP NO: 2012-065-MSS
February 2, 2012

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Bus. Hwy 281
Postal Mailing Address: 2812 So. Bus. 281
(Same Building) Corner of Canton & Bus. 281)
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer 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.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Facility Solutions Group

Address: 585 S. Padre Island Dr. Corpus Christi, TX 78405

By: David Thomas - Div 2

Printed Name: David Thomas

Title: Division Manager

585 S. Padre Island Dr.
Corpus Christi, TX 78405

HIDALGO COUNTY PURCHASING DEPARTMENT

EXHIBIT "A"

Hidalgo County Precinct No. 1

Solar Powered Lights Phase II (EECBG)

2012-065-MSS

PROJECT PLANS AND SPECIFICATIONS

SECTION 30050

SOLAR POWERED LIGHTS

1. SCOPE OF PROJECT

1.1 Design: All components of the solar lighting system shall be mounted on the pole and shall not be accessible from the ground without mechanical means.

1.2 Operation: Lights shall be stand-alone solar powered systems and shall not be connected to grid power. Overall, the system shall operate automatically without the use of a separate photo cell. The solar panel itself shall act as a photocell. It shall sense a low light level at dusk and shall turn the light on to run full from dusk to dawn, and shall adjust automatically as the days get longer. These functions shall be regulated by the controller. There shall be no day to day maintenance or adjustment required. All of the controller settings shall be done at the factory.

1.3 Warranty: Proposal submitted without written warranties will be considered non-responsive. Contractor shall meet or exceed the following list of warranties.

* Solar panel: 25 Years
* Aluminum Arm: 20 Years
* Aluminum Pole: 20 Years
* Reflector: 10 Years
* Battery: 5 Years
* LED Lamps: 5 Years
* Aluminum Panel Backing: 20 Years
* Aluminum Bracket: 20 Years
* Battery Box: 20 Years
* Luminaire: 5 Years
* Controller: 5 Years

1.4 Submittals: Contractor shall submit copies of manufacturer's owner manual and maintenance manual.

1.5 Light Levels: Light level requirements must comply with the Illuminating Engineering Society of North America (IESNA) recommendations to determine appropriate lighting level requirements for application.

2. PERFORMANCE CRITERIA AND CONSIDERATIONS.

- Solar panels shall be protected on top by tempered glass.
- Each unit shall be free standing and self-contained.
- The system shall be powered by sunlight.
- LED light source shall consist of multi-junction strip type LED's.
- 100,000 hours rated lamp life.
- 2182 lumens total output with no lens losses from LED packaging.
- 5500 Kelvin – bright white color light.

- 10 days autonomy (battery reserve) for all weather conditions.
- Advanced Power Management LED driver to extend lamp operation and conserve battery power in times of extended inclement weather.
- The system shall be mounted high on the pole for vandal resistance and no wires shall run through the pole to the ground.
- System shall be sized in accordance with United States Department Of Energy specifications for this type of system.
- System shall automatically adjust light during periods of inclement weather to ensure that the lights are constantly on.

3. WRITTEN SPECIFICATIONS

3.1 Solar Power Unit

The solar module shall contain polycrystalline solar cells, protected on the upper surface by low iron tempered glass. The solar module shall have a rugged aluminum frame which connects to brackets for attachment to the mounting arm at a 45 degree tilt. All wiring connections shall be with weathered resistant plugs as to keep installation simple, eliminate incorrect wiring, and prevent exposure to corrosion. Stainless steel hardware shall be used throughout. Solar modules shall carry a 25 year manufacturer's warranty.

The solar module array shall exhibit the following characteristics:

Cells:	ploy-crystalline silicon cells
Total Watts:	300 watts
Tilt Angle:	45 degrees
Connections:	Weather resistant plug, 4 & 2 pin, color coded

3.2 Fixture

The overhead fixture shall be a die cast corrosion resistant aluminum style fixture with a glass swag lens. Fixture enclosure is to be water tight, sealed, dust and insect free with electrostatic powder-coated finish. Fixture and light source will contain no mercury or lead and present no environmental disposal issues. The electrical connection shall be with weather resistant plugs to simplify installation, eliminate reverse wiring, and prevent exposure to corrosion.

The fixture shall exhibit the following characteristics:

Type:	Die cast corrosion resistant aluminum style fixture
Finish:	Electrostatic powder-coated finish
Fixture Enclosure:	Water tight, sealed, dust and insect free
Lens:	Swag glass lens with Intrusion Protection

3.3 Light Source (LED Light Emitting Diode)

The light source shall be solid-state strip LED (light emitting diode) with digital driver. 100,000 hour rated lamp life, 25 watt LED, 90 lumens per watt out of fixture at rated power.

LED's should be multi-junction strip type LED's – 4 strips per quad, and 48 LED's per strip for a total of 192 LED's per quad. Each fixture shall have one quad for a total of 192 LED's. System shall have no lens losses from the LED packaging and reflector coated to prevent degradation of reflective surface with a 50G shock rating.

The light source (LED) shall exhibit the following characteristics:

Type:	Strip LED with digital driver
Rated lamp life:	100,000 hours
Lamp Lumens:	90 lumens per watt at rated power
LED:	LED 25 watt, 5500 Kelvin 50,000 hour guaranteed lamp life
Heat Removal:	LED's mounted directly to heat sinking plate
Reflector:	Reflector system captures light emitted from the LED and directs to the targeted area.
Shock Rating:	50G's
Environmental Issues:	No environmental issues. System contains no mercury or lead.
LED Drive:	Electronic driver
Capacitors:	No electrolytic capacitors shall be used.
Power Management:	Power Management shall conserve battery power in times of extended inclement weather.

3.4 Controller

The controller shall be a microprocessor based charge controller designed exclusively for the running of solar lighting applications. Controller shall feature automatic charge termination for batteries. Low voltage disconnect shall be set to extend battery life. Controller shall autosense system voltage and shall have weatherproof connectors. It shall be circuit protected with UL approved weather sealing and a charge current rating of 20 amps.

Controller shall be located inside the battery box. Controller shall be factory pre-set for full dusk to dawn operation (approximately 13.5 hours).

Charge/Load Controller shall exhibit the following characteristics:

Method of Charge:	Pulse width modulation charging algorithm

LVD Disconnect:	Set to extend battery life
Test routines:	Built in for checking installation of solar lighting system.
Connectors:	Weatherproof connectors
Location:	Controller located inside battery box
Run time:	Factory pre-set full dusk to dawn operation (approximately 13.5 hours).

3.5 Battery and Battery Enclosure

Battery shall be of sealed valve, regulated gel type, requiring no maintenance, air shippable, capable of 1300 minimum cycles to 30% depth of discharge, and rated for 99 amp hours at the 100 hour rate. 10 days autonomy (battery reserve) for all weather conditions. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation.

The Battery enclosure shall be aluminum, vented and shaded by solar array with access door loaded from front. Battery enclosure shall house battery and controller. Entire unit shall be shaded by the panels to avoid heat and mounted high on the pole to avoid vandalism.

The battery shall exhibit the following characteristics:

Type:	Sealed valve regulated gel
Voltage:	12 volts each
Location of Box:	High on pole, under panels, avoids heat and vandalism
Enclosure:	Aluminum vented
Access Door:	Loaded from front
Battery Reserve:	10 days
Power Management:	Protects battery life in periods of bad weather
Regular Maintenance:	None

3.6 Brackets and Arms

The support frame shall be constructed of tubular extruded aluminum. The fixture support arm shall be constructed of aluminum tube. All hardware shall be stainless steel. The overall Effective Projected Area of the entire system including luminaire shall not exceed 28 square feet.

Solar Array Support Frame:	Side of pole
Angle of Tile:	45 degrees
Fixture Support Arm:	10 feet aluminum
Material:	Aluminum
Hardware:	Stainless Steel

3.7 Pole

Standard wood pole to support proposed luminaire system shall be provided and installed by Contractor. Wood pole shall meet American National Standards Institute (ANSI) Standard Specifications for Wood Poles.

3.8 Wire Connections

All wire connections shall be with weather resistant plugs, keyed to make installation quick and easy and to eliminate failure due to corrosion and incorrect wiring.

3.9 Concrete Base

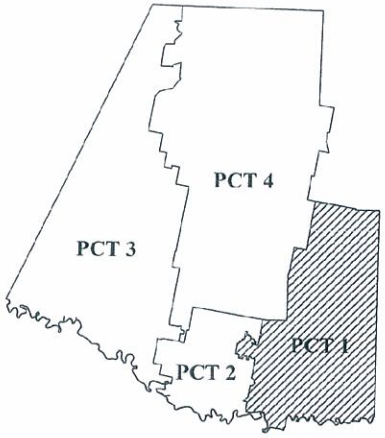
In the event that ground conditions require the use of a concrete base for the embeddedment of the poles, the Contractor shall provide a fixed cost to secure that the poles are anchored to support the luminaire system.

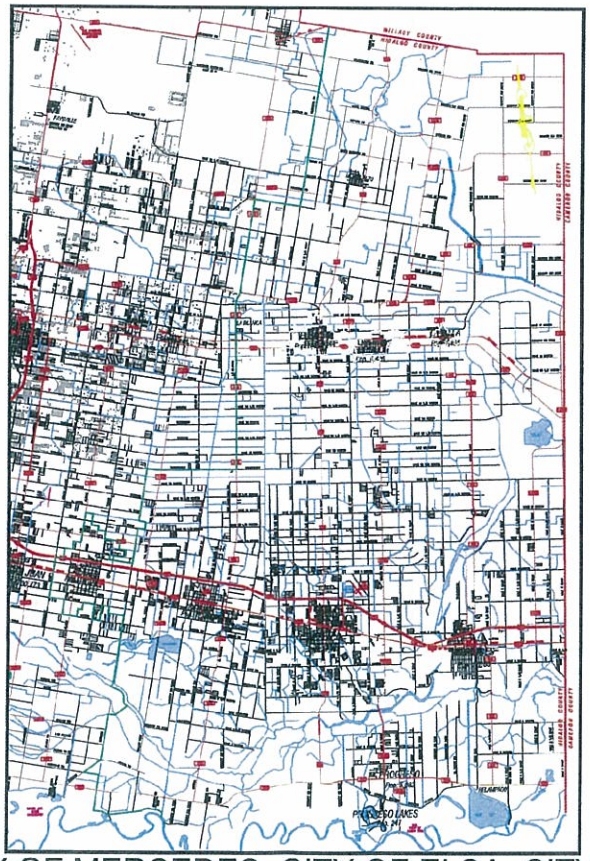
4.0 PAYMENT

Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work in accordance with the plans and these specifications. Any incidental work incurred by contractor to accomplish said plans, specifications, and contract pay items, shall be deemed to be included in the project and therefore shall not be considered for additional compensation.

*** * * END OF SECTION * * ***

HIDALGO COUNTY PRECINCT No. 1 SOLAR LIGHTS PROJECT PH 2





CITY OF MERCEDES, CITY OF ELSA ,CITY OF EDCOUCH, AND CITY OF LA VILLA

RAMON GARCIA	*COUNTY JUDGE*
COMMISSIONER JOEL QUINTANILLA	*PRECINCT No. 1*
COMMISSIONER HECTOR " TITO " PALACIOS	*PRECINCT No. 2*
COMMISSIONER JOE M. FLORES	*PRECINCT No. 3*
COMMISSIONER JOSEPH PALACIOS	*PRECINCT No. 4*

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY
PLANNING DEPARTMENT

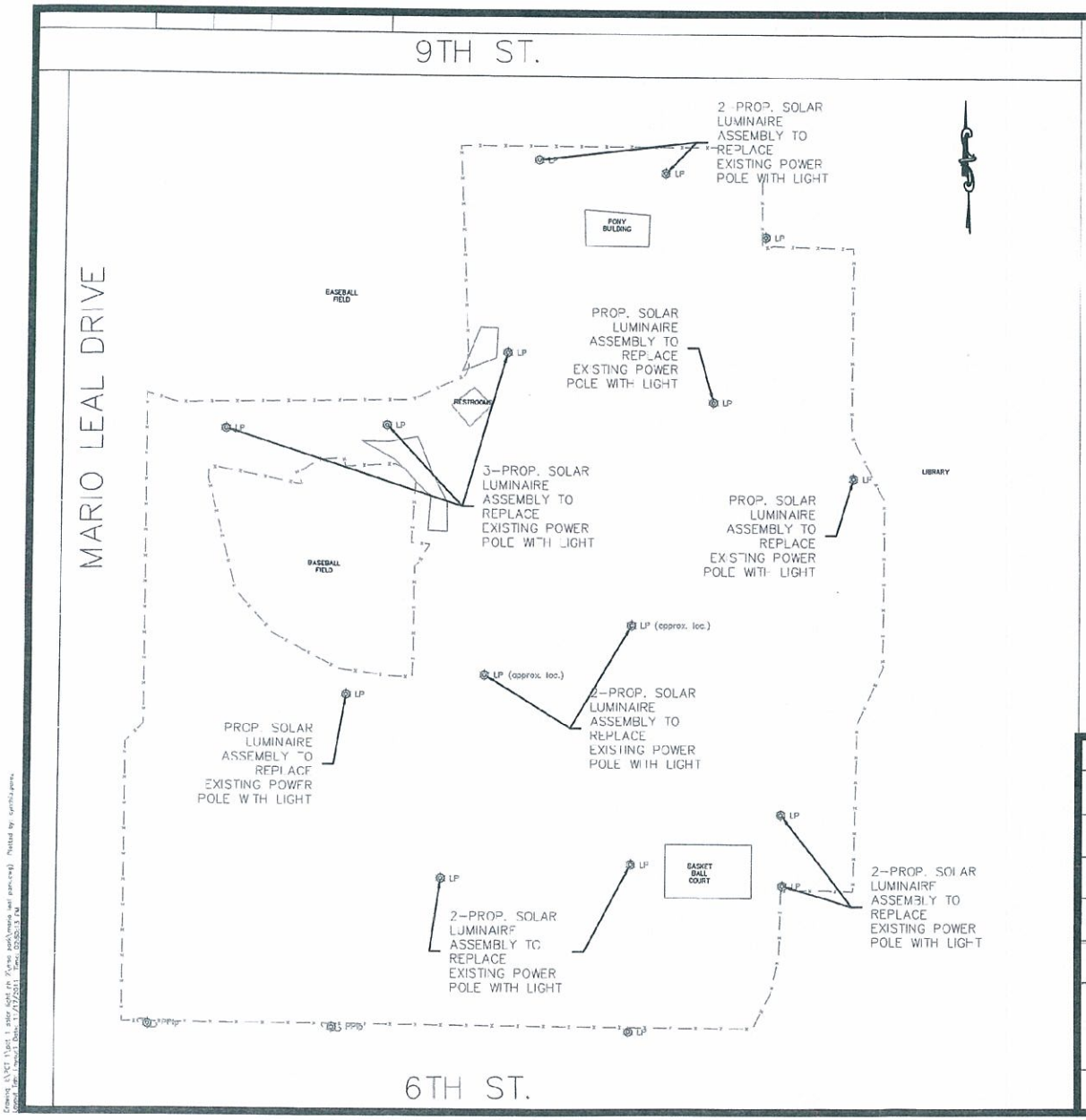
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2644
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN P.E. No. 86374
11/21/11

Drawing: I:\PCT 1 solar light ph 2\COVER SHEET PCT 1.dwg Plotted by: cynthiaj.perez
Layout Tabs: COVER SHEET Date: 11/17/2011 Time: 04:27:33 PM



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

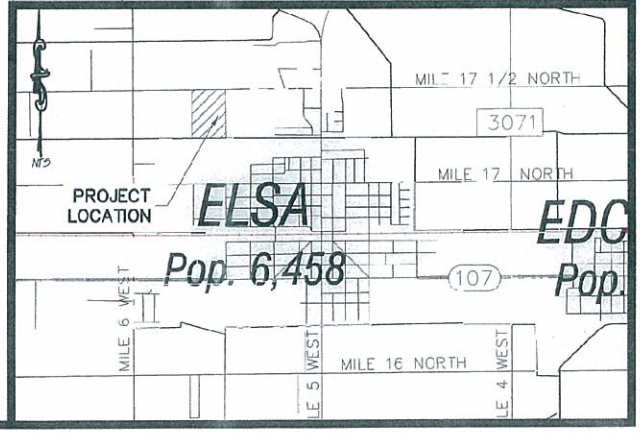
LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

LEGEND
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	14



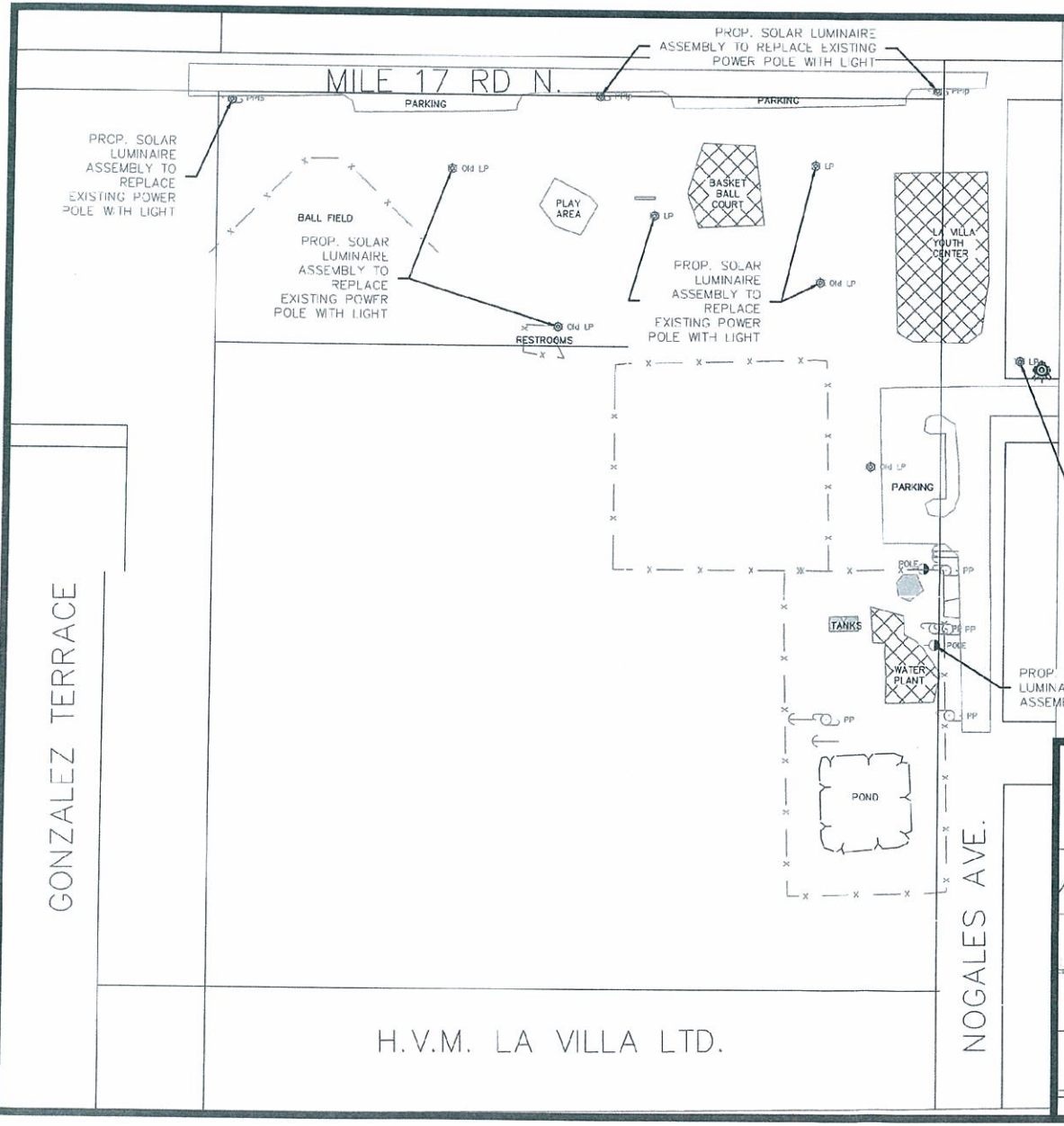
HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG, TX 78539
TEL: (956) 318-2600 FAX: (956) 318-2611
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

MARIO LEAL PARK
CITY OF ELSA
PROPOSED LUMINAIRE ASSEMBLY

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.
RAUL E. SESIN, P.E. No. 86374

SCALE: 1"=100'
DATE: 11-2-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: E. ISIDRO
PROJECT FILE:
SHEET:
10F1



NOTES:
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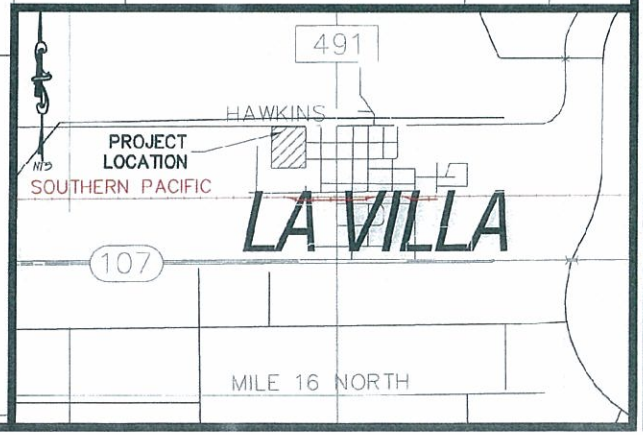
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LEGEND
- POLE
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	10



HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25 Th. STREET
EDINBURG TX. 78539
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www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

CITY OF LA VILLA
YOUTH CENTER, PARK
AND WATER PLANT
PROPOSED LUMINAIRE ASSEMBLY

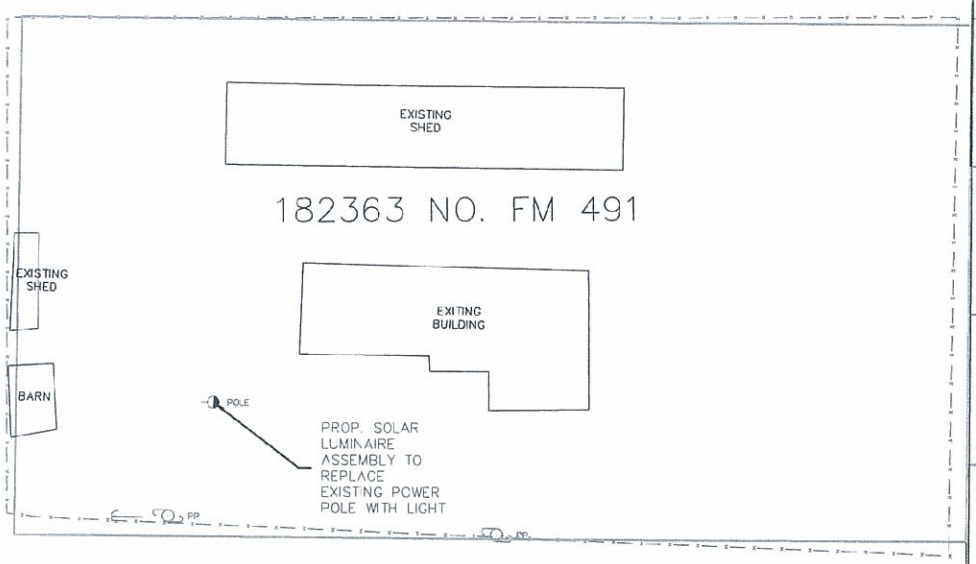
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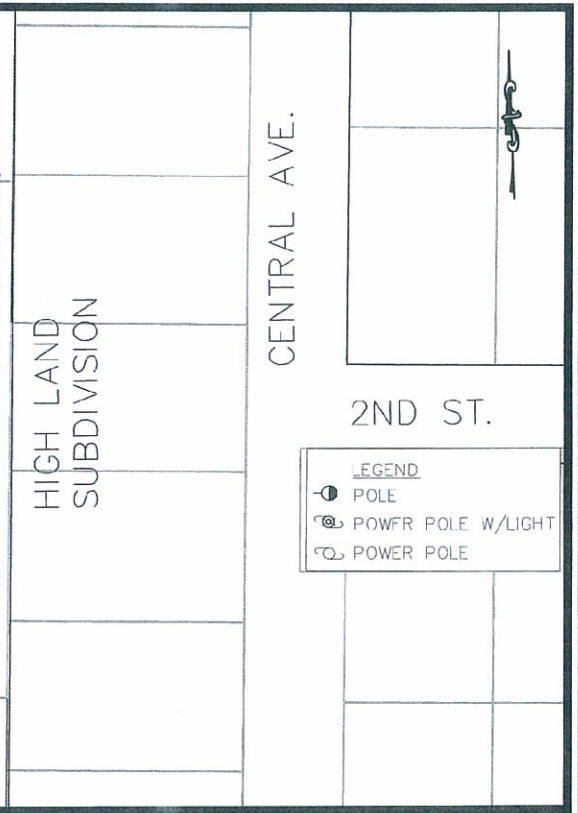
RAUL E. SESIN, P.E. No. 86374

11/21/11

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DATE: 11-15-11
DRAWN BY: CINTHIA PEREZ
DESIGNED BY: R. ARJAN
REVISED BY: R. ARJAN
SURVEYED BY: E. VIDEO
PROJECT FILE:

SHEET:
1 OF 1





NOTES:

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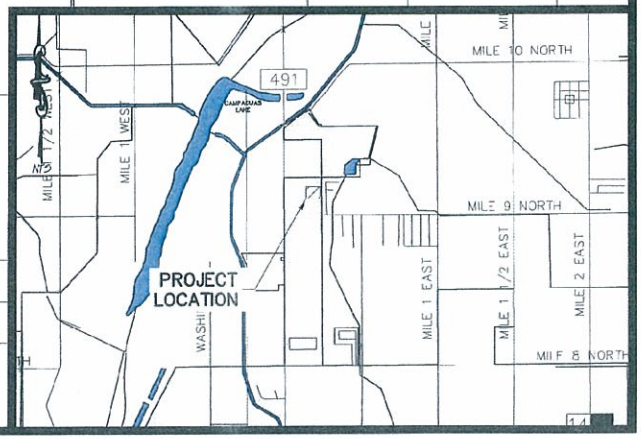
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SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	1



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG, TEXAS 78539
TEL: (956) 318-2340 FAX: (956) 318-2344
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

182363 NO. FM 491
CITY OF MERCEDES
PROPOSED LUMINAIRE ASSEMBLY

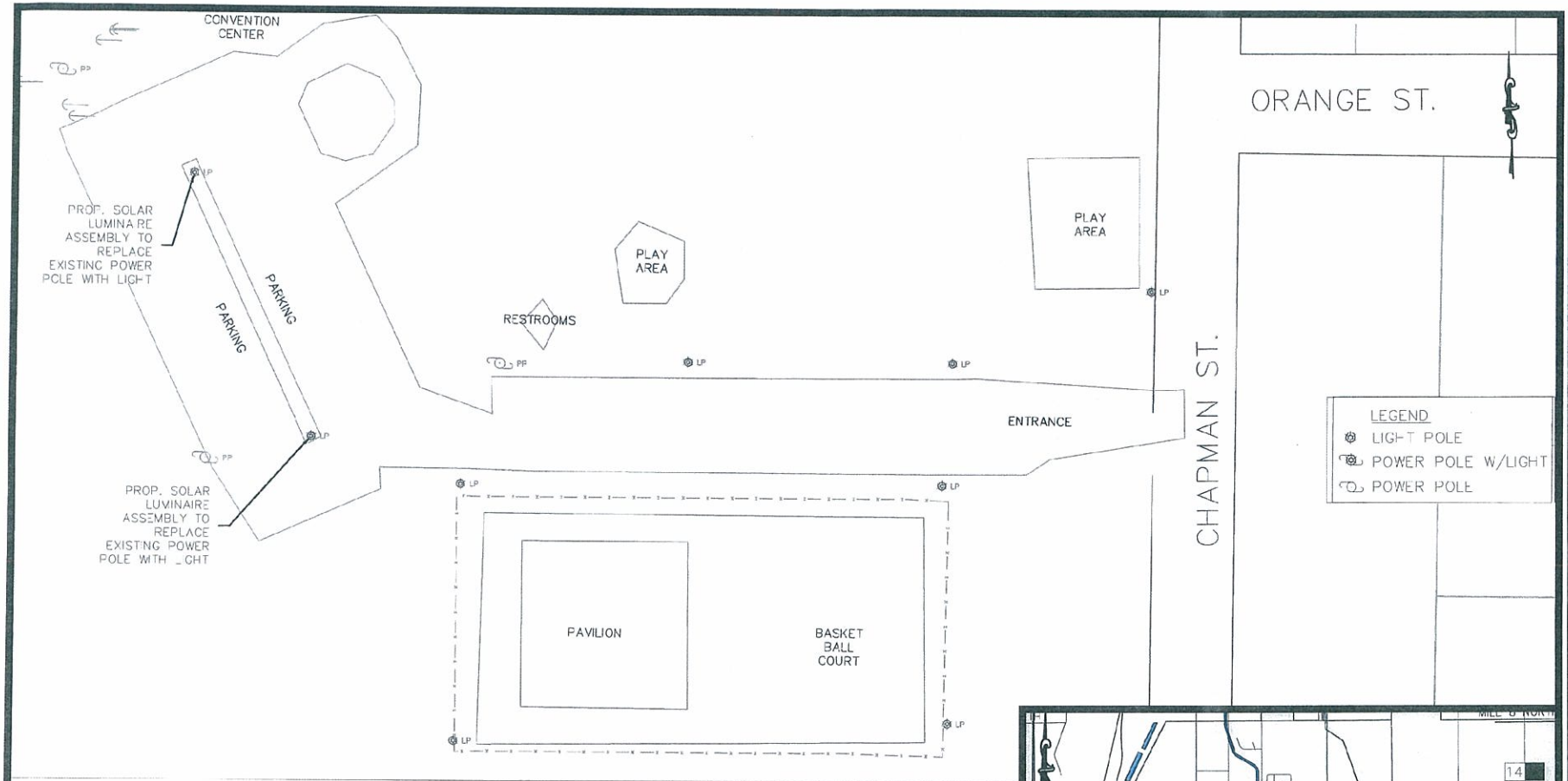
This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN, P.E. No. 86374

SCALE: P-501
DATE: 11-14-11
DRAWN BY: CJIMENEZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: F. NIÑO
PROJECT FILE:

SHEET:
1 OF 1

Drawing: \\DFS1\pct1\pct 1 solar light on 2\LOT FM 491\TRACT fm 491.dwg Plotted by: cjimenez
Last saved: Date: 11/07/2011 Time: 03:31:13 PM



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

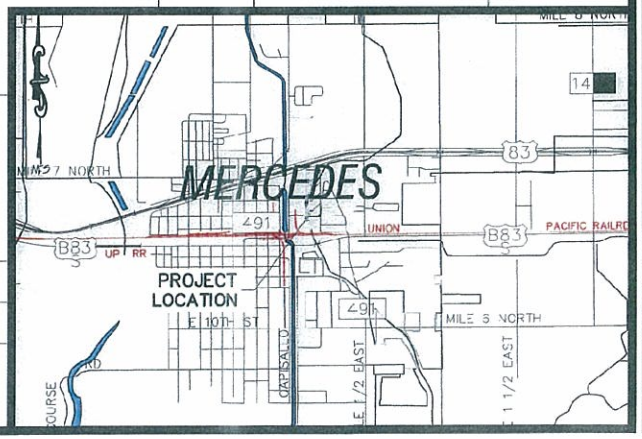
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	2



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 St. 78539
EDINBURG TX. 78539
TEL: (956) 318-2645 FAX: (956) 316-2844
www.hidalgocounty.us
RAUL C. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

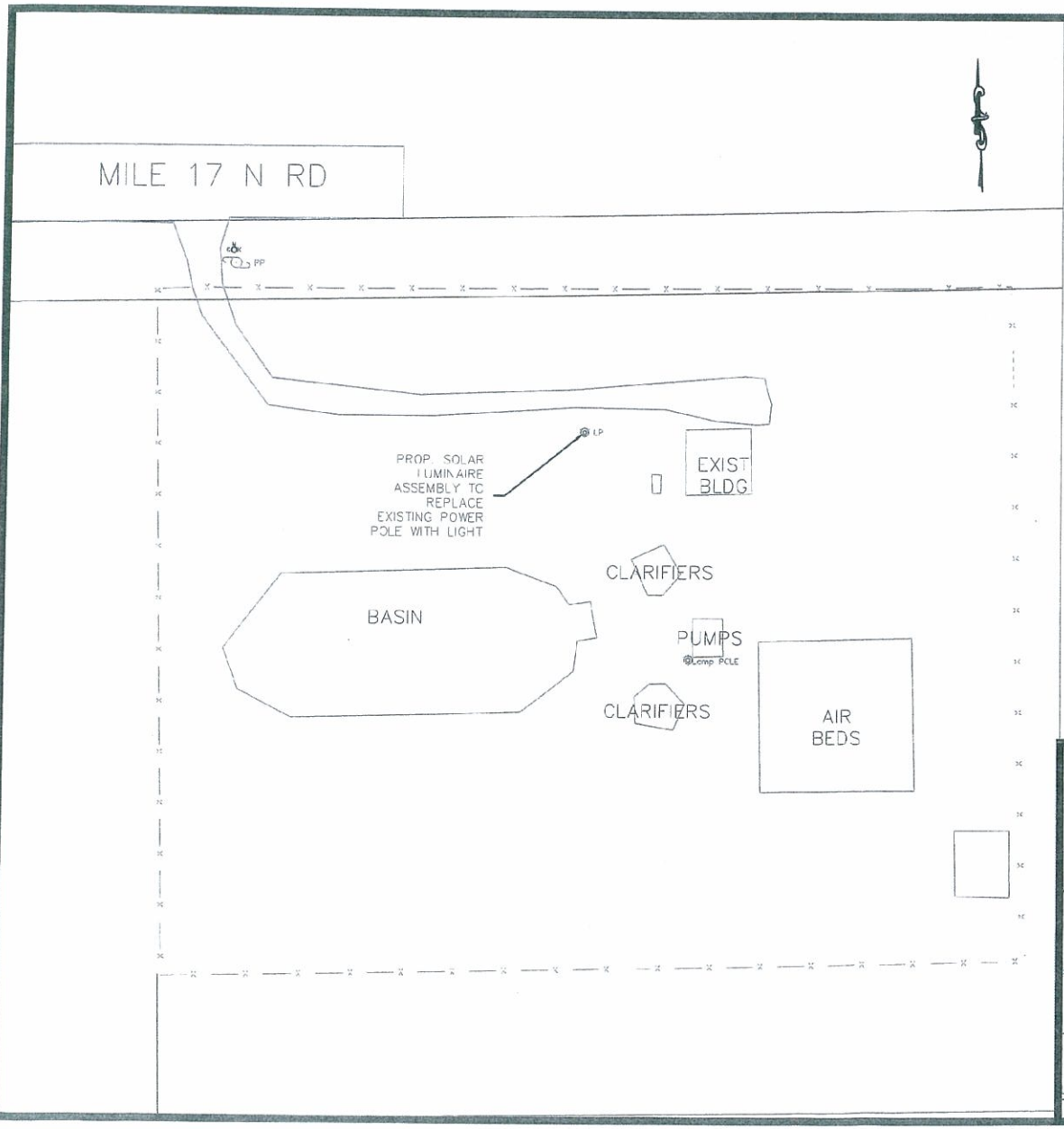
MERCEDES
CITY PARK
PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN P.E. No. 86374

SCALE: 1"=20'
DATE: 11-14-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVIEWED BY: R. SESIN
SURVEYED BY: N. VIDEO
PROJECT FILE:
SHEET:
1 OF 1



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

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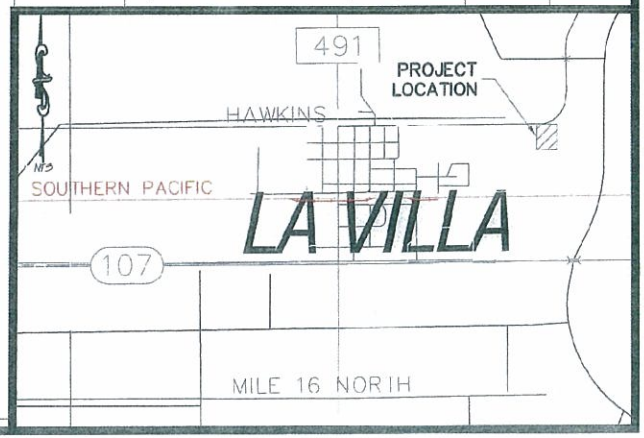
LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

LEGEND

- POLE
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	1



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 th. STREET
EDINBURG, TX. 78539
TEL. (956) 318-2460 FAX: (956) 318-2464
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

CITY OF LA VILLA
WASTE WATER
TREATMENT PLANT
PROPOSED LUMINAIRE ASSEMBLY

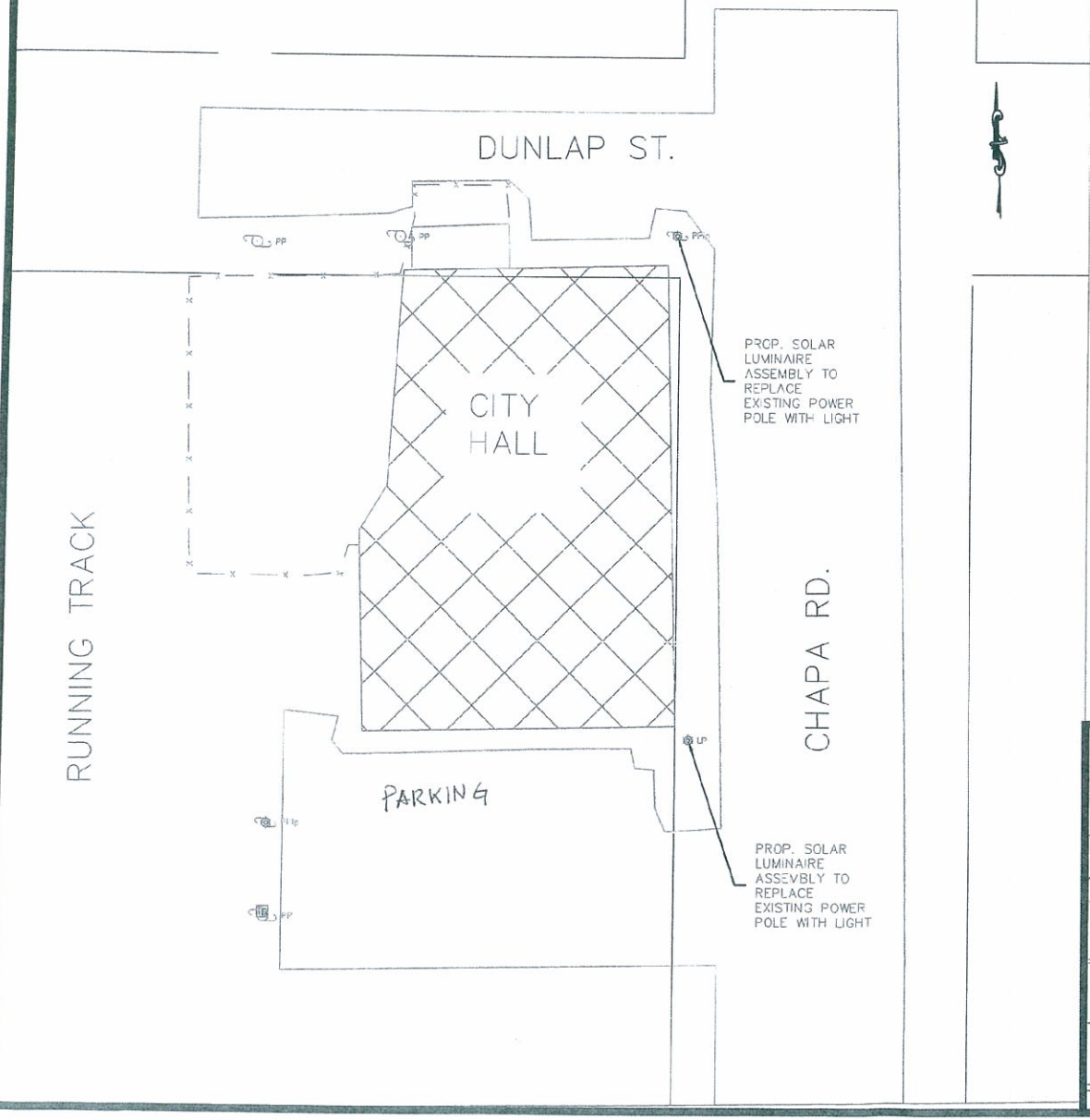
RAUL E. SESIN
86374
LICENSED
CIVIL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN-P.E. Nº 86374

SCALE: P.S.N.
DATE: 11-15-11
DRAWN BY: CONTRACTECT
DESIGNED BY: R.SESIN
REVISED BY: R.SESIN
SURVEYED BY: HIDRO
PROJECT FILE:

SHEET:
1 OF 1



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

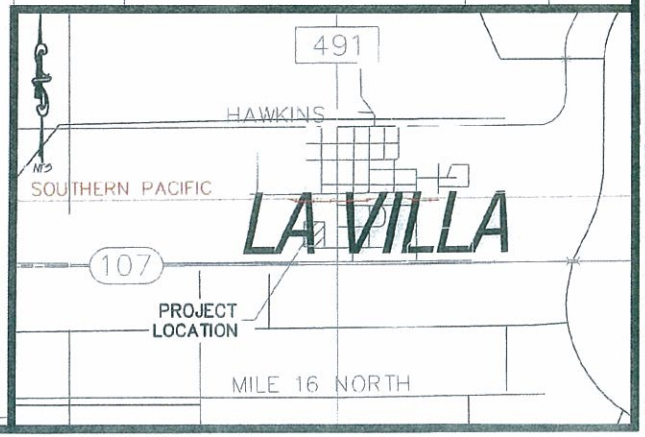
LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

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LEGEND
- POLE
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	2



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 th. STREET
EDINBURG TX. 78539
TEL. (956) 318-2840 FAX: (956) 318-2844
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

CITY OF LA VILLA
CITY HALL
PROPOSED LUMINAIRE ASSEMBLY

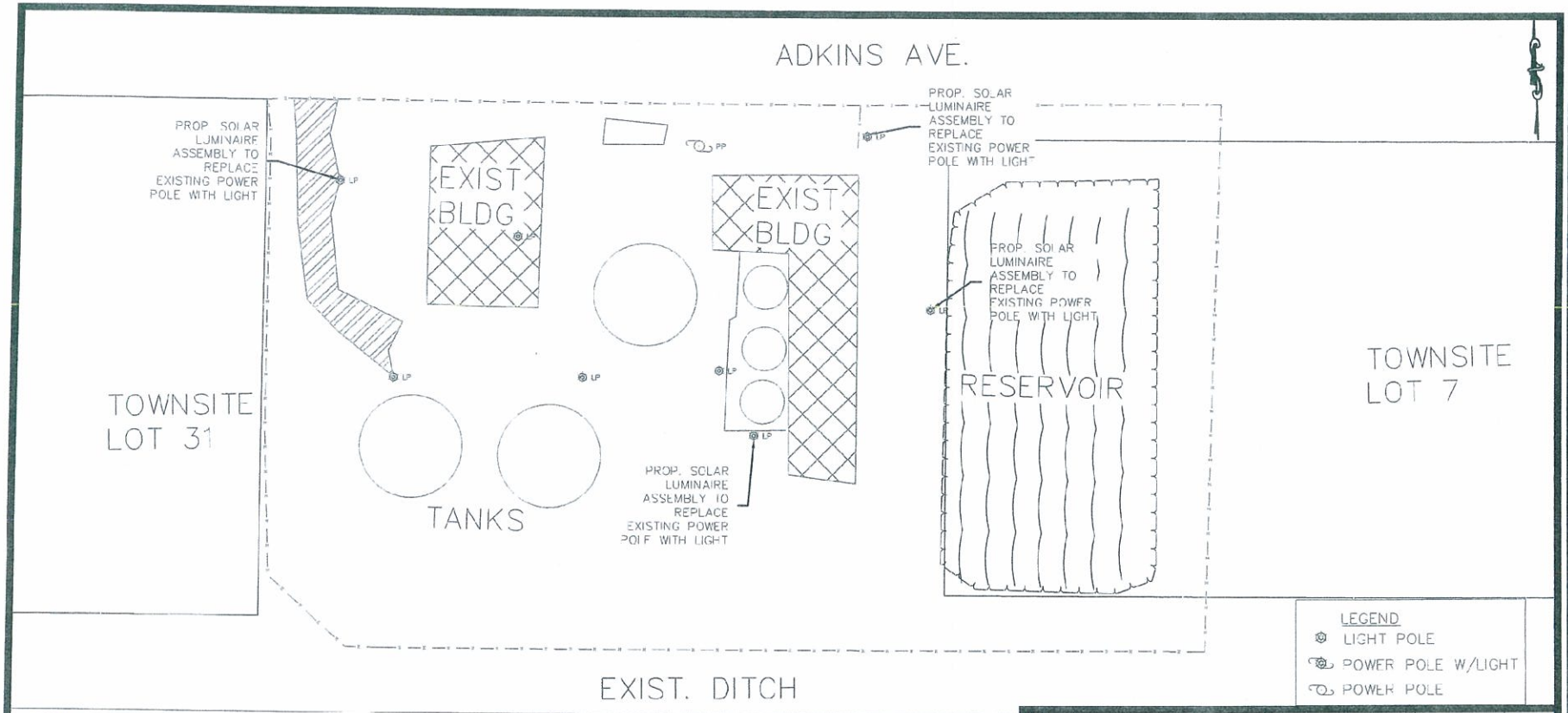
STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER
11/2/11

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designed date.

RAUL E. SESIN, P.E. No. 86374

SCALE: 1"=50'
DATE: 11-2-11
DRAWN BY: CINTIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: M. HIDALGO
PROJECT FILE:

SHEET:
1 OF 1



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

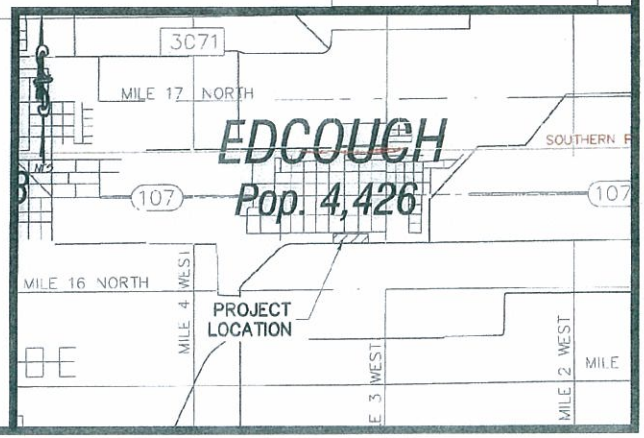
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

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SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	4



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL. (956) 318-2390 FAX: (956) 318-2344
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

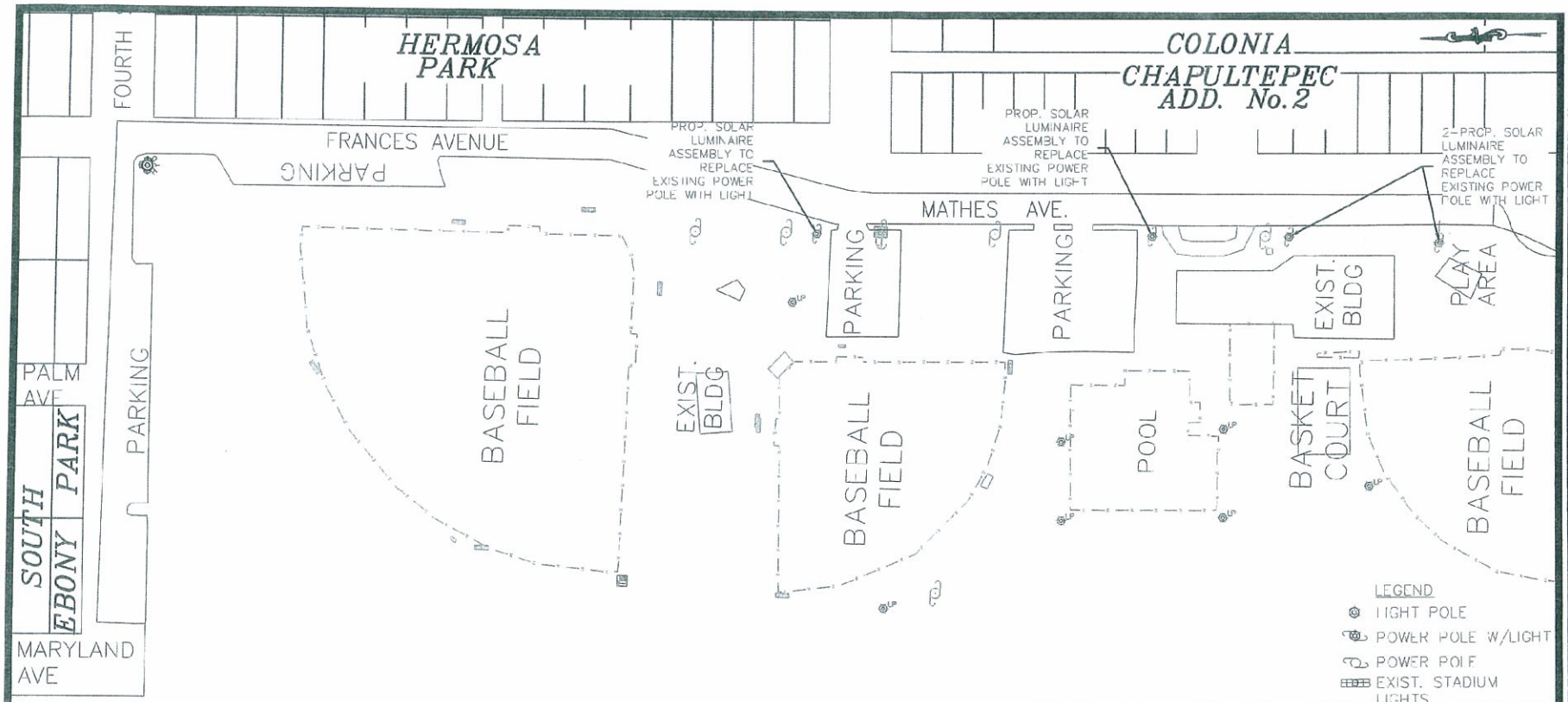
HIDALGO COUNTY PRECINCT 1 PROJECT

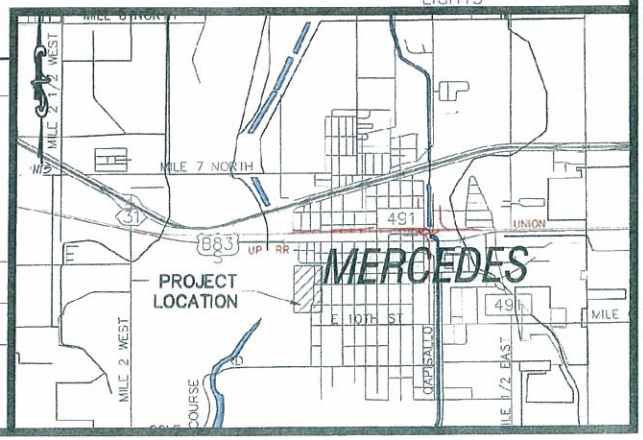
CITY OF EDCOUCH
WATER TREATMENT PLANT
PROPOSED LUMINAIRE ASSEMBLY

RAUL E. SESIN, P.E. No. 86374

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the date specified date.

SCALE: N.S.C.
DATE: 11-15-11
DRAWN BY: LCHCHAPEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: E.VEDOY
PROJECT FILE:
SHEET:
1 OF 1





NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

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SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	4

HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG, TEXAS 78539
TEL: (956) 318-2840 FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

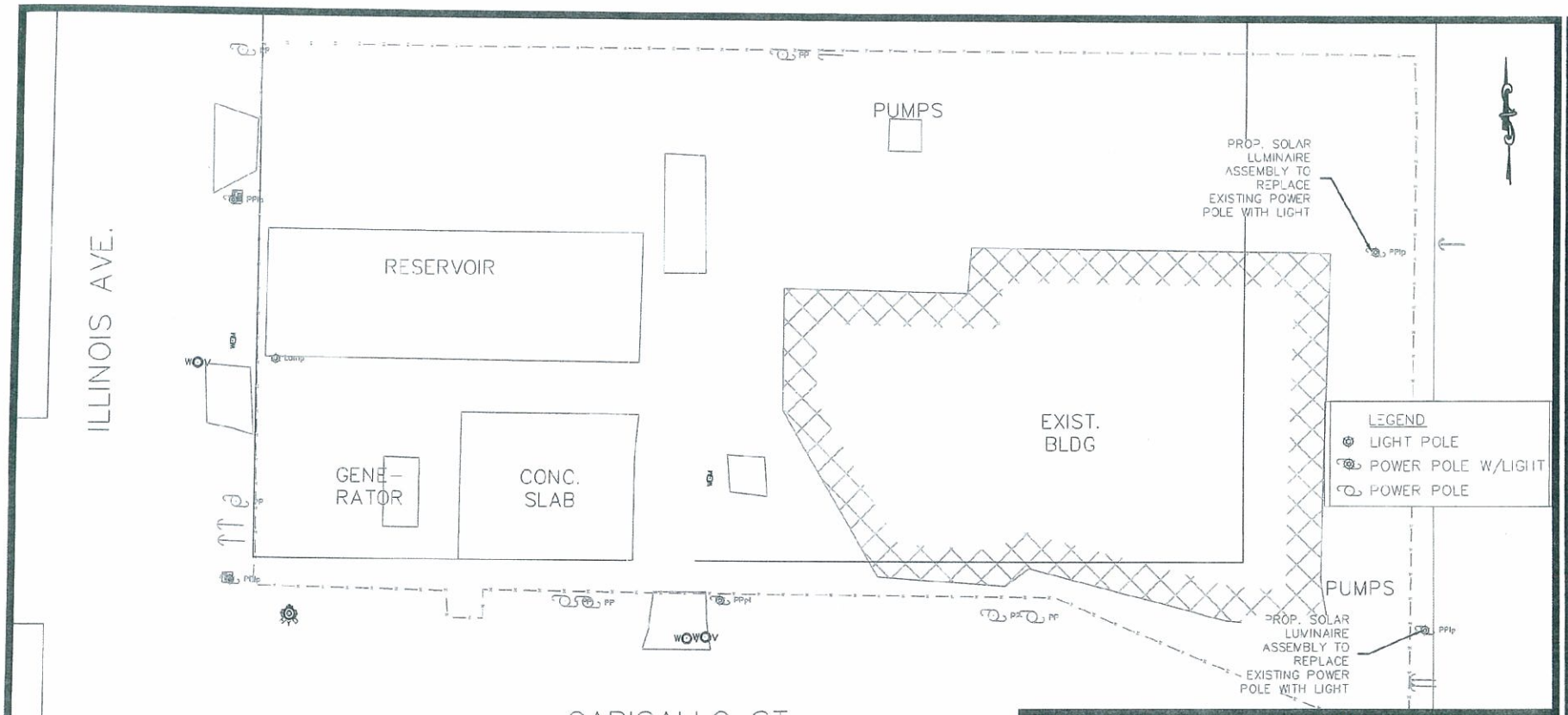
HIDALGO COUNTY
PRECINCT 1 PROJECT

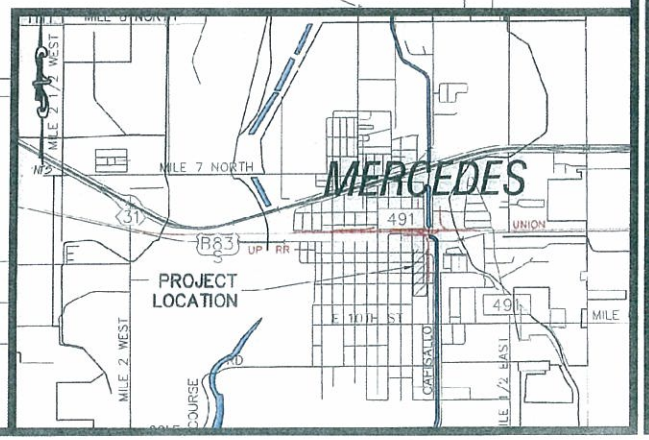
MERCEDES COLLIER COMPLEX PARK
PROPOSED LUMINAIRE ASSEMBLY

RAUL E. SESIN, P.E. No. 86574
11/2/11

SCALE: N.T.S.
DATE: 11-8-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R.SESIN
REVISED BY: R.SESIN
SURVEYED BY: C.PEDRO
PROJECT FILE:

SHEET:
1 OF 1





NOTES:
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SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	2

HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25 Th. STREET
EDINBURG Tx. 78539
TEL. (956) 318-2640 ■ FAX: (956) 318-2644
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY PRECINCT 1 PROJECT

MERCEDES WATER PLANT
PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS RAUL E. SESIN 86374 LICENSED PROFESSIONAL ENGINEER 11-2-11

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the date designated date.

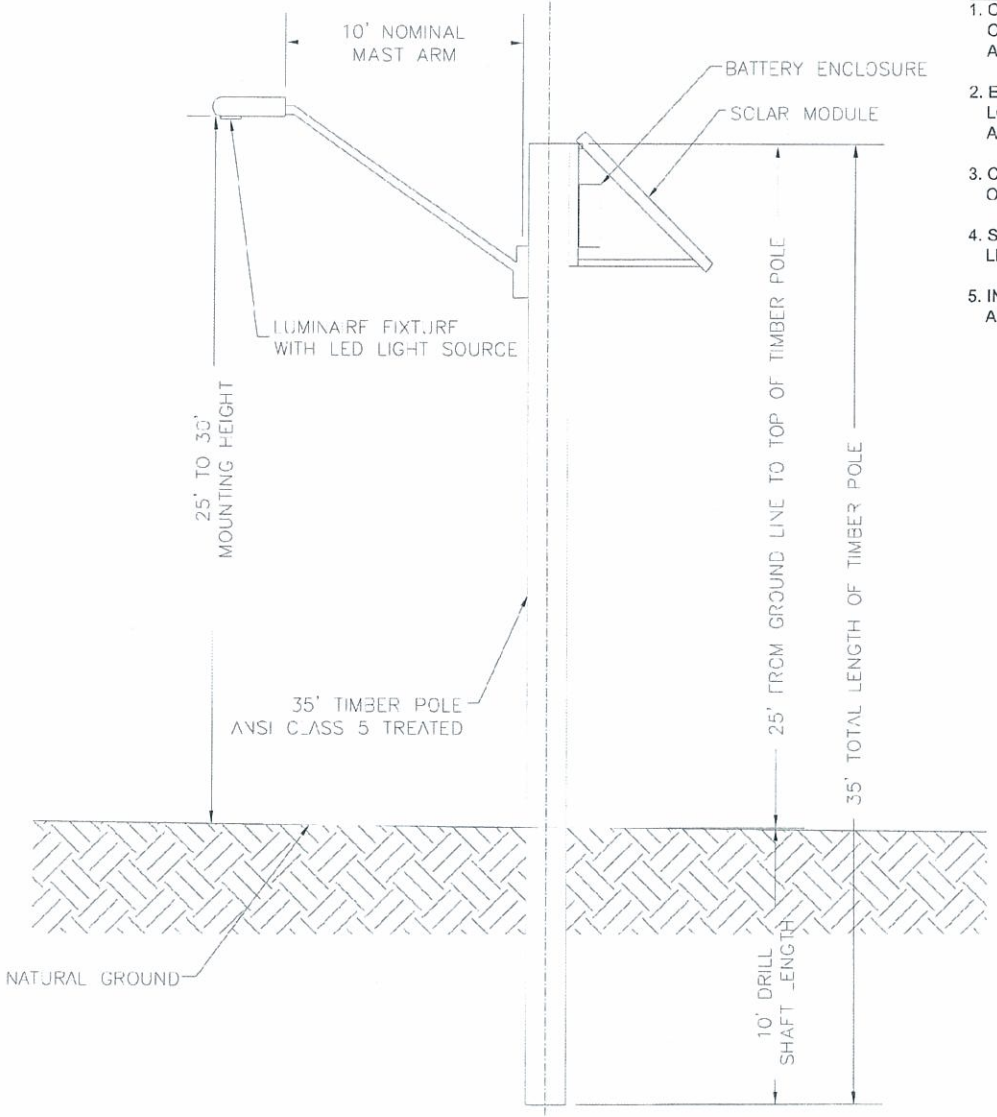
RAUL E. SESIN P.E. No. 86374

SCALE: P-501
DATE: 11-10-11
DRAWN BY: CINTIA FEECT
DESIGNED BY: R SESIN
REVISED BY: R SESIN
SURVEYED BY: E HIDALGO
PROJECT FILE:

SHEET:
1 OF 1

GENERAL NOTES:

1. THE CONTRACTOR SHALL INSTALL A FULLY OPERATIONAL SOLAR POWERED LUMINAIRE ASSEMBLY AT PROPOSED LOCATIONS.
2. CONTRACTOR SHALL VERIFY ALL SOLAR MODULES ARE FREE OF ANY OBSTRUCTIONS AND ORIENTATE SOLAR PANELS FOR MAXIMUM SUN EXPOSURE.
3. CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS) AND CONTACT THE HIDALGO COUNTY IRRIGATION DISTRICT AND WATER SUPPLIERS FOR THE PROJECT AREA.
4. CONTRACTOR SHALL STAKE R.O.W. AND OR PROPERTY LINE BY LOCATING PROPERTY PINS ON LOTS ADJACENT TO PROPOSED LUMINAIRE LOCATION.
5. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT NO. 1.
6. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
7. CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT OF WAY OF THE CITY, COUNTY, OR STATE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.
9. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.
10. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING PUBLIC AND PRIVATE UTILITY LINES AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.
11. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING PUBLIC AND PRIVATE UTILITIES ARE SHOWN. CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.



SEQUENCE OF CONSTRUCTION

1. CONTRACTOR TO DETERMINE OPTIMUM LOCATION OF LUMINAIRE ASSEMBLIES.
2. ENGINEER TO REVIEW OPTIMUM LOCATION OF LUMINAIRE ASSEMBLIES AND DIRECTION OF LUMINAIRE ARMS.
3. CONTRACTOR TO CALL FOR SPOTTING OF UTILITIES.
4. STAKING OF R.O.W AND OR PROPERTY LINES.
5. INSTALLATION OF LUMINAIRE ASSEMBLIES.

HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25 TH. ST. 78539
EDINBURG, TEXAS
TEL: (956) 318-2565 FAX: (956) 318-2644
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
FLOODPLAIN ADMINISTRATOR

HIDALGO COUNTY PRECINCT 1 PROJECT

HIDALGO COUNTY PCT 1 SOLAR LIGHTS PORJECT

TYPICAL SOLAR LUMINAIRE ASSEMBLY DETAIL AND GENERAL NOTES



This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

11/2/11

RAUL E. SESIN P.E. No. 86374

SCALE: NTS
DATE: 8-10-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: E. HIDALGO
PROJECT FILE:

SHEET:
1 OF 1

HIDALGO COUNTY PURCHASING DEPARTMENT

EXHIBIT "B"

Hidalgo County Precinct No. 1

Solar Powered Lights- Phase II (EECBG)

2012-065-MSS

PROPOSAL PAGE

SAMPLE						
Item No.	*Estimated Quantity*	*Unit*	*Item Description*	*Unit Bid Price In Words*	*Unit Price In Figures*	*Total Extension In Figures*
1	*20*	*STA*	*Preparing ROW*	*Three Hundred* *Dollars* *Fifty* *Cents*	$300.50	$6,010.00

PROPOSAL

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	40	EA	Solar Powered Light System including all incidental work and equipment to have the system operational.	Eight thousand one hundred seventy two Dollars AND Eight Cents	8,172.08	326,883.20
AS PER CONTRACT No.						
				PROPOSAL TOTAL COST:	$326,883.20	

COMPANY NAME:	Facility Solutions Group
AUTHORIZED SIGNATURE:	
PRINTED NAME:	David Thomas
TITLE:	Division Manager
PHONE NUMBER	361-882-5685
E-MAIL ADDRESS	david.thomas@fsgi.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2011

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

Peter Mulcahy
Independent Insurance Group
3010 LBJ Freeway Ste. 920
Dallas TX 75234-7004

CONTACT NAME: Diana Allred
PHONE (A/C, No, Ext): 972-231-8277 **FAX (A/C, No):**
E-MAIL ADDRESS: dianaa@indinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS LLOYDS INS CO	41262
INSURER B: Travelers Indemnity Company	25658
INSURER C: Travelers Property Casualty Company	25674
INSURER D: Underwriters At Lloyds London	15792
INSURER E: Starr Indemnity & Liab Co	38318
INSURER F:	

INSURED

Facility Solutions Group, Inc.
See Named Insureds below
4401 Westgate Blvd, Suite 310
Austin TX 78745-1494

COVERAGES **CERTIFICATE NUMBER:** 860303104 **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	
C	GENERAL LIABILITY	Y	Y	VTC2J-CO-131J8737	10/1/2011	10/1/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$1,000,000
	X XCU						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
C	AUTOMOBILE LIABILITY	Y	Y	VTC2J-CAP-131J8749	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C	X ANY AUTO			BAP131J8750 (Phys Dmg)	10/1/2011	10/1/2012	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Comp/Coll $1							$
E	X UMBRELLA LIAB X OCCUR	Y	Y	SISCCCL01603211	10/1/2011	10/1/2012	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ N/A						Follows Form	$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	VTC2K-UB-8355N839	10/1/2011	10/1/2012	X WC STATU-TORY LIMITS / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		VTRJ-UB-0923P941 (AZ)	10/1/2011	10/1/2012	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Instalation Floater			QT 630 0502P347	10/1/2011	10/1/2012	Blanket	$500,000
A	Leased/Rented			QT6300502P347	10/1/2011	10/1/2012	Blanket	$500,000
D	Professional Liab			PFSG00211	10/1/2011	10/1/2012	Occur/Aggre Limits	$2,000,000

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

Named Scheduled:FSG Electric; FSG Lighting;FSG,INC.;GB Realty Management, LLC;801 Richfield Partnership,LLC;Sign Tech International;Design Electric, Inc.

CERTIFICATE HOLDER

City of Hidalgo
704 E. Texano Dr.
Hidalgo TX 78557

CANCELLATION Blanket 30 Day Notice

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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Proposal and Specifications

For Solar Lighting

For Precinct # 1

Buy Board Contract # 368-10

Vin#383139 for the County of Hidalgo

FACILITY SOLUTIONS GROUP

lighting > electrical > energy
technology > signs

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FACILITYSOLUTIONS

February 2, 2012

Joel Quintanilla
Hidalgo County – Precinct 1
Weslaco, Texas

Reference: Solar Lighting/Poles Installation Buy Board # 368-10 11% off list

Facility Solutions Group appreciates the opportunity to offer you a proposal to install SOL Lighting fixtures # SPM-300-3Q-CH-DOME-10' ARM-DTD on 37' direct burial ANSI 05.1 wood poles. These will be installed as specified by Hidalgo County.

(40) SOL # SPM-300-CH-DOME-10' ARM-DTD Solar light system = $ 264,223.20
ON 37'DIRECT BURIAL ANSI 05-1 WOOD POLE x $ 6,605.58 EACH

(40) 24.1 HOURS PER POLE LABOR INSTALLATION QUOTE PER POLE
@ $ 65.00 PER HOUR X $ 1,566.50 = $ 62,660.00

TOTAL PROJECT COST WILL BE $ 326,883.20 NO TAX

*** NOTE- We are not in receipt of soil test reports or contingencies at proposed pole locations...This proposal is contingent on suitable soil test reports to facilitate the installation. If we had to slurry and or sleeve the holes for installation of the poor soil, the additional cost per pole would be $ 490 per pole....most likely it would be minimal as this mainly occurs near the coast or where there is a high water table.

We are the selected vendor on the buyboard for SOL Lighting as well as an approved contractor for the installation of exterior lighting both listed under Reference number 368-10.

Thank you again for the opportunity to offer you this proposal and we look forward to working for you.

Sincerely,

Dave Thomas
FSG Lighting

PM Series

PM systems features a fixed angle bracket that mounts on the side of a pole at a 45-degree angle



SPECIFICATIONS

Panel Size	Dimensions Length x Width x Height	EPA @ 45 degrees (Effective Projected Area) Power Unit & Battery Box* (add fixture & arm below)	System Weight	Pole Tenon Size
80 watts	47.28" x 21.14" x 1.81"	5.0 sq. ft.	Approx. 145 lb.	Consult Factory
100 watts	48.69" x 26.06" x 1.81"	6.0 sq. ft.	Approx. 155 lb.	Consult Factory
125 watts	59.0" x 26.1" x 1.81"	8.0 sq. ft.	Approx. 160 lb.	Consult Factory
160 watts (2x80)	47.28" x 42.28" x 1.81"	10.0 sq. ft.	Approx. 215 lb.	Consult Factory
175 watts	62.2" x 31.8" x 1.5"	9.70 sq. ft.	Approx. 225 lb.	Consult Factory
250 watts (2x125)	59.0" x 52.2" x 1.81"	15.0 sq. ft.	Approx. 255 lb.	Consult Factory
320 watts (4x80)	47.28 x 84.56 x 1.81	20.0 sq. ft.	Approx. 455 lb.	Consult Factory
375 watts (3x125)	59.0 x 78.3 x 1.81	23.0 sq. ft.	Approx. 445 lb.	Consult Factory

Solar panel configurations may vary slightly by manufacturer.
System weight may vary with number of fixtures and batteries.

Fixtures and Arms Available for TPM Series

Cobrahead with 6 foot Universal Arm
Shoebox with 6 foot Universal Arm or 2 foot Stub Arm

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rev. 0812 VRK-TILTEDPM-001

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PM Series

PM systems features a fixed angle bracket that mounts on the side of a pole at a 45-degree angle



SOL provides trouble-free lighting wherever it's needed including parking lots, paths, parks, perimeter security, fences, gates, remote areas, streets, private roads, driveways, docks, ramps, wildlife areas, jogging and bike paths.

FEATURES

- The PM series features a totally integrated solar power module (SPM), which is mounted separately from the luminaire.
- The universal mounting bracket is mounted to the side of the pole at 45 degrees to optimize the capture of the sun's energy for a particular geographic location.
- Sol's intelligent lighting systems will measure battery levels at the start of every night to optimize LED performance. In periods of extended bad weather, the light dims to limit low voltage disconnect.
- Sturdy corrosive resistant aluminum and stainless steel hardware throughout.
- Maintenance free gel cell batteries.
- A typical minimum battery back-up of 5 days in case of inclement weather using Sol's intelligent lighting system.
- Standard model includes a Cobrahead or Shoebox fixture.
- System mounts on side of pole to standard pole – square, round, fiberglass, wood, steel, aluminum or concrete.
- Super efficient, bright, white light 5,500 K, state-of-the-art LED light source
- The most efficient and aesthetically pleasing white light source in this wattage range.
- Excellent color rendering optimizes human visual acuity and contrast, offering best in class night-time vision.
- "Instant-on" – no warm up or cold start issues.
- Unlike conventional lights, no risk of hazardous disposal – CF, CCFL, LPS and HPS contain mercury.
- Dark Sky compliant fixtures available - low light pollution outside of light distribution field.
- SOL's Patent Pending LED directed light provides a concentrated, uniform light pattern where it is needed, with no light pollution.
- LEDs rated at 70,000 hours (L-70).
- FivePlus™ Warranty includes 10 years on LED luminaire and electronics; 20 years on hardware and solar panel..

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Cobrahead Dome Lens

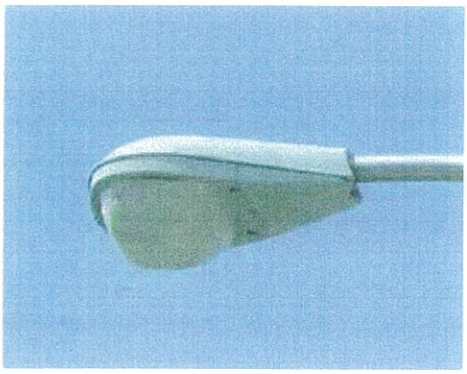
Provides control of horizontal beam shape



FEATURES

Dome lens fits over cobrahead luminaire and is designed for outdoor lighting. The dome lens can be seen from afar.

Ideal for lower wattage roadway applications, including residential streets, parking lots, boat ramps, parks, and outside storage areas.



SPECIFICATIONS

Cobrahead luminaire design.

Engineered for use with SOL LED Quad Series light source.

Prismatic optics utilizing SOL Max-Lite® Reflector.

Die-cast aluminum with electrocoat gray paint finish.

Universal two-bolt slipfitter.

External paddle type stainless steel bail latch.



DATA

Approximate net weight: 11 lbs.

Overall Dimensions (L x W x H): 26" x 13-3/8" x 11-1/4"

Finish: Gray, UV protected.

Lens: Lexan dome lens.

Reflector: High gloss Sol Max-Lite® reflector.

Sealed Fixture: Fully sealed, insect resistant.

Fixture Housing: Die-cast alloy aluminum.

Suggested mounting height: 12 to 30 feet.

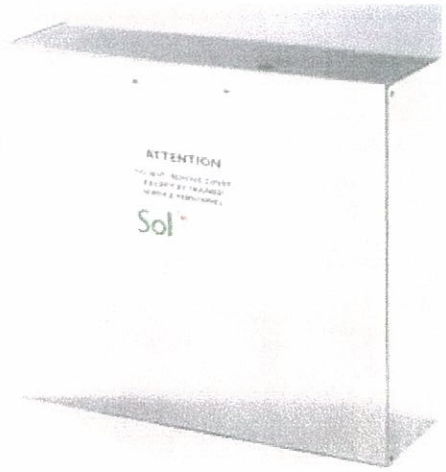
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rev. 0410 VBKT COBRADOME-007

ESA 400

Battery enclosure that holds up to four NRGLife™ gel cell batteries

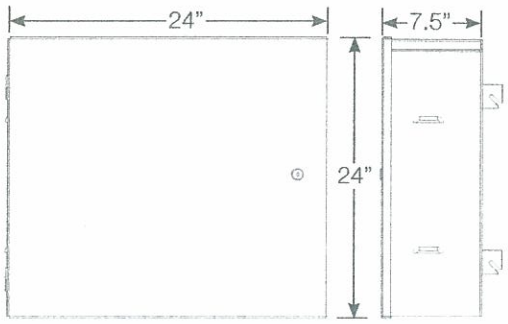


FEATURES

Made of Aluminum, can be powder-coated (four color choices). Optional custom powder-coating with any RAL color available.

Hinged locking front cover.

Holds up to four (4) NRGLife™ gel cell batteries.



SPECIFICATIONS

Enclosure constructed of durable aluminum for corrosion resistance.

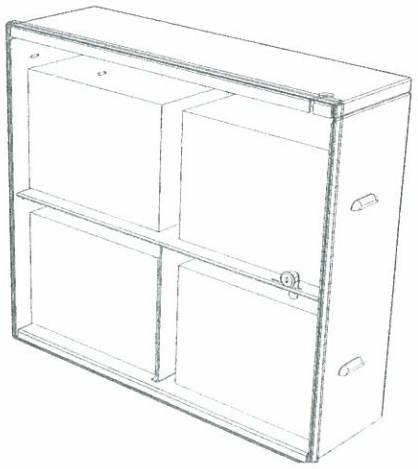
Vented to allow air circulation around batteries.

Easy access through removable front cover to allow quick servicing or battery replacement.

The enclosure holds up to 4 – NRGLife™ batteries requiring no maintenance.

The enclosure is mounted on the main bracket and is shaded by the panels to avoid high heat.

Made in U.S.A.



DATA

Weight: 28 pounds.

Effective projected area (EPA): 4.0 sq. ft.

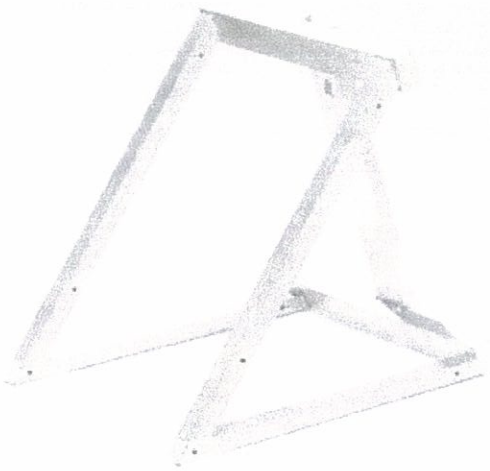
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rev. 0510 MRKT-ESA400-01

PM Mounting Bracket

Fixed angle bracket that mounts on the side of a pole at a 45 degree angle



FEATURES

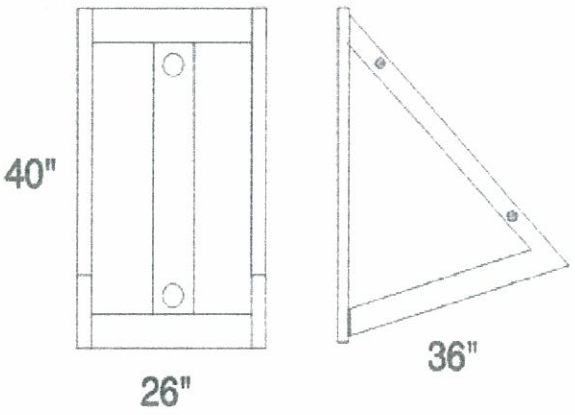
6063-T6 Aluminum

45 degrees or 15 degrees (dual angle)

Light weight

Standard wind load rating 90 MPH

Optional high wind load brackets



SPECIFICATIONS

Constructed of 2 inch Schedule 40 6063-T6 square aluminum tube with extruded aluminum channel.

"A" rated for corrosion resistance.

DATA

Approximate net weight: 35 lbs.

Effective projected area (EPA): 2.1 sq. ft.

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SOL aiSUN™ Electronics
Solar Light Controller / LED Driver
SC300



ADDITIONAL FEATURES

- Over Voltage Protection.
- LED Short Circuit Protection.
- Internal PV Disconnect (no external Diodes Required).
- Test button & Diagnostic LEDs.
- Reverse battery polarity protection.
- Self calibrating load, timing, and charging circuitry.

TECHNICAL SPECIFICATIONS

FEATURE	VALUE
ELECTRICAL	
Operating Voltage	12V / 24V nominal (self calibrating)
Operating Current	0-25A
LED Current	100 mA – 5.0 A
Low Voltage Disconnect	11.5 VDC, 23.0 VDC (12V/24V operation)
Charging	PWM with 3 stage for Gel and AGM batteries
LED Indicators	7 Diagnostic LEDs
Lamp Voltage	50 VDC Maximum
PHYSICAL	
Operating Temperature	-40F/-40C to 120F to 49C
Humidity	Up to 100%
Packaging	Aluminum
Weight	16 oz
Size (L x W x H)	6.75 x 3.75 x .88 (inches) / 171.45 x 95.25 x 22.35 (mm)

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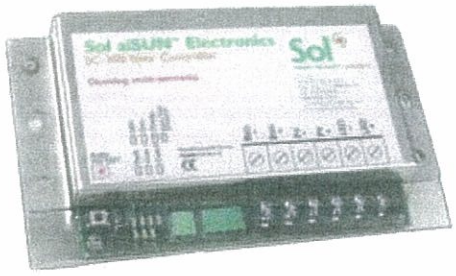
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rev. 2510 MRKT SOLAISUN 3.1

SOL aiSUN™ Electronics

Solar Light Controller / LED Driver

SC300



aiSUN™ is the Central Processing Unit of a solar light from Sol, Inc. Featuring advanced microprocessor control and a highly efficient design, aiSUN™ controls and monitors solar lights with more flexibility and capability than ever before.

aiSUN™ is an LED driver with an integrated solar charge controller. Capable of controlling and dimming one or two outdoor LED light systems, aiSUN™ is available in Sol, Inc's GreenWay™, TPM, SPM, TSL, Oasys™, and SL-Hurricane lighting systems.

KEY BENEFITS OF aiSUN™

- aiSUN's Multiple operating modes, light levels, and timing options ensure that Sol, Inc. can design, manufacture and deliver a solar light that works the way you want.
- Fully tested at the Sol, Inc. factory before installation and shipment to ensure reliable operation and trouble-free startup.
- Programmed by Sol, Inc. based on your projects requirements eliminating confusing and time-consuming switch and knob setting.
- Manufactured, designed, and supported in USA by SOL Inc.
- Integrated charging and LED driving system reduces system failures and reduces overall system complexity and cost.
- Integrated surge protection and noise reduction extending system life in even harsh environments.
- Temperature compensated and PWM controlled battery charging to ensure full battery life of 5 years.
- Auxiliary contact closure input seamlessly integrates manual control, motion detectors, or external control inputs.
- Full solid state design without electrolytic capacitors ensure 100,000 hour life for no maintenance control.
- Ten day/night memory averaging to ensure accurate turn on and turn off lights to prevent false response due to weather variations.
- 10 year warranty.

Sol®

Reliable. Renewable. Remarkable

SOL aiSUN™ Electronics

Solar Light Controller / LED Driver

SC300



ADDITIONAL FEATURES

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FEATURE	VALUE
ELECTRICAL	
Operating Voltage	12V / 24V nominal (self calibrating)
Operating Current	0-25A
LED Current	100 mA – 5.0 A
Low Voltage Disconnect	11.5 VDC, 23.0 VDC (12V/24V operation)
Charging	PWM with 3 stage for Gel and AGM batteries
LED Indicators	7 Diagnostic LEDs
Lamp Voltage	50 VDC Maximum
PHYSICAL	
Operating Temperature	-40F/-40C to 120F to 49C
Humidity	Up to 100%
Packaging	Aluminum
Weight	16 oz
Size (L x W x H)	6.75 x 3.75 x .88 (inches) / 171.45 x 95.25 x 22.35 (mm)

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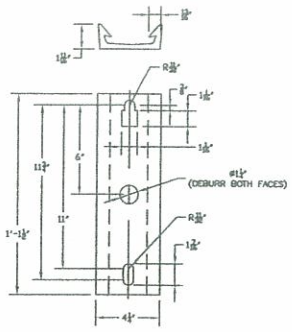
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- Ten day/night memory averaging to ensure accurate turn on and turn off lights to prevent false response due to weather variations.
- 10 year warranty.

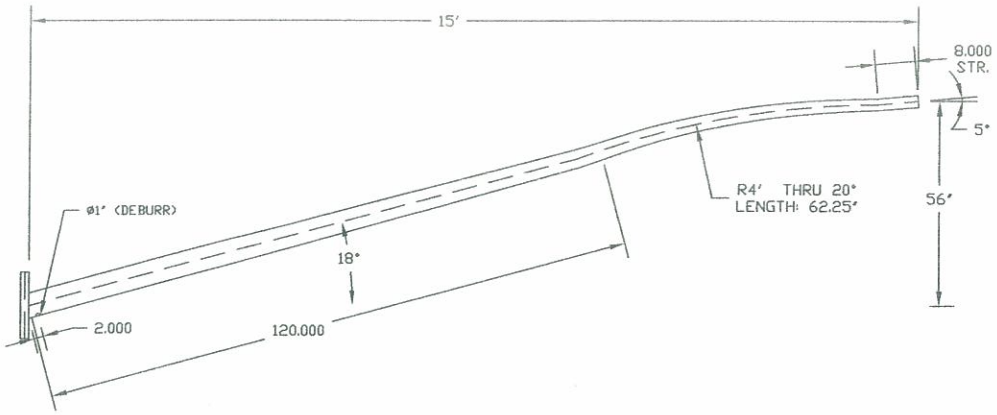
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Universal Mounting Arm

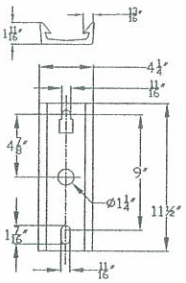
For TPM or PM Systems

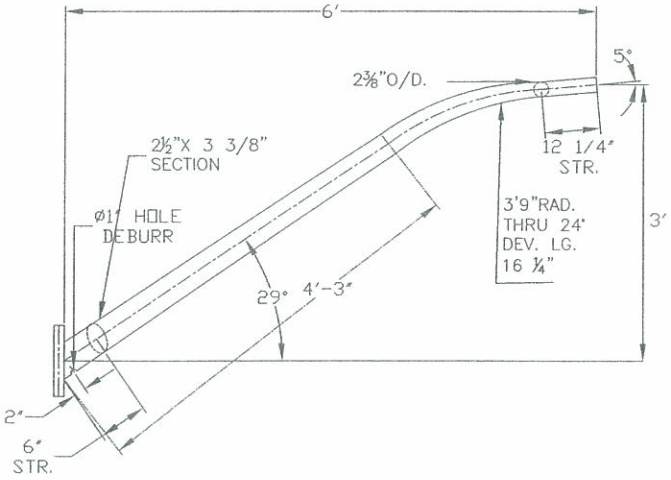
UA15M



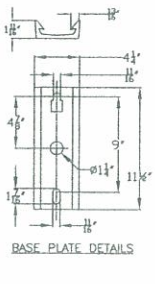


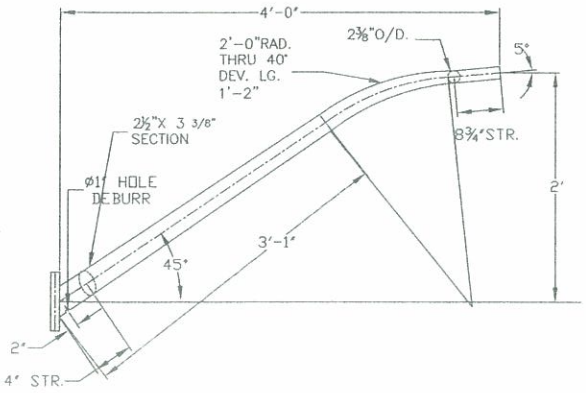
UA6L





UA4L





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Universal Mounting Arm

For TPM or PM Systems



FEATURES

Mounting arm for shoebox and cobrahead fixtures used with TPM and PM systems.

For square and round pole mounting onto metal, wood and concrete - standard bracket used with 5/8" hardware.

For square or round fiberglass pole mounting - USS arm with 3/4" hardware.

Braces are not required.

SPECIFICATIONS

Constructed of 2 inch Schedule 40 6063-T6 square aluminum tube with extruded aluminum channel.

Tapered elliptical satin finish.

Galvanized or Stainless Steel ¾" bolt.

Also available in a D.O.T. approved series.

"A" Rated for corrosion resistance.

Manufactured to "ANSI C136.1".

DATA

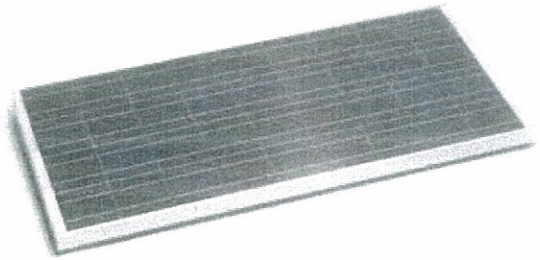
Catalog Number	Length	Rise	"C" (Degrees)	Wall Thickness	Tube Size (inches)	Bracket Weight (lbs)
UA4L	4'	2'	5°	0.125"	3"	8
UA6L	6'	3'	5°	0.125"	3"	11
UA10L	10'	46.5"	5°	0.125"	4"	23
UA6M	6'	3'	3-5°	0.125"	3.5"	16
UA8M	8'	4'	3-5°	0.125"	3.5"	20
UA10M	10'	5'	3-5°	0.154"	3.5"	26
UA12M	12'	5'	3-5°	0.154"	3.5"	30
UA15M	15'	4-8'	5°	0.188"	5"	52

All arms are supplied with Universal Aluminum Pole Plate.

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SPA 100

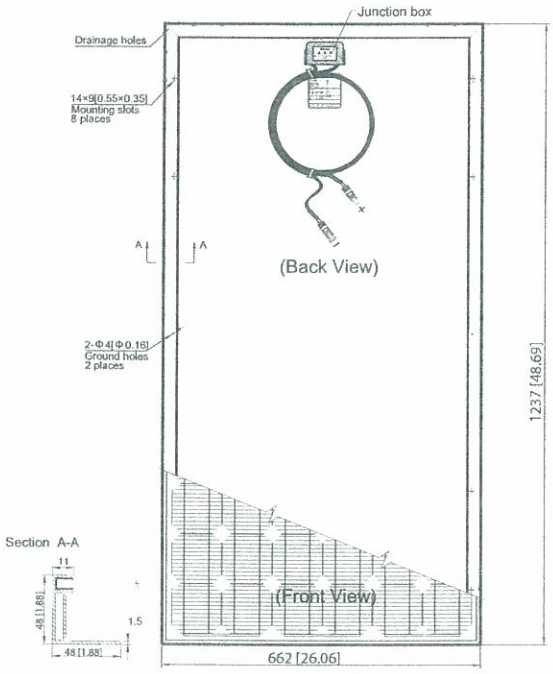
High Efficiency PV Module



MECHANICAL SPECIFICATIONS

Dimensions of module L x W x H	1237 mm x 662 mm x 48 mm (48.69" x 26.06" x 1.81")
Weight	11 kg (24.25 lbs.)
Cell	Poly-crystalline silicon solar cells 36 cells in a 4 x 9 matrix connected in series
Diodes	Three 10A, Schottky by-pass diodes included
Construction	Front: High-transmission 3.2mm tempered glass; Encapsulant: EVA Back: TPT
Frame	Clear anodized aluminum alloy; Color: silver

MODULE DIAGRAM



Note: mm[inch]

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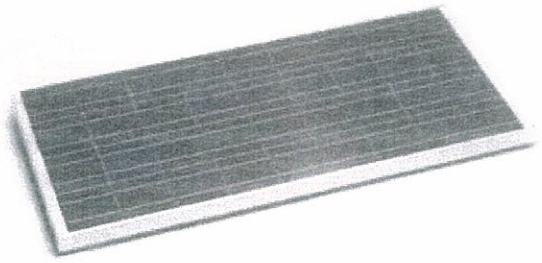
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0909 MRKT-PVPANEL100-001

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SPA 100

High Efficiency PV Module



Relying on Sol's stringent manufacturing standards and latest poly-crystalline PV technology, the module provides the highest possible energy output per watt. Conversion and exceptional low-light performance enable it to deal with the most challenging conditions of military, utility, residential and commercial installations.

FEATURES

- Outstanding low-light performance.
- High transparent low-iron, tempered glass.
- All Aluminum anodized frame construction will not rust or corrode for long-lasting visual appeal.
- Withstands high wind-pressure and snow load.
- Unique technology ensures freezing and warping do not occur.
- Quick connect mounting hardware and wiring harness assists in fast and reliable installation.
- Design life of 25 years.
- 20 year module output limited warranty.

ELECTRICAL SPECIFICATIONS

Maximum power at STC [Pmax]	100W
Power tolerance	± 5%
Nominal Voltage	18V
Voltage at Pmax [Vmp]	17.31V
Current at Pmax [Imp]	5.7A
Short-circuit current [Isc]	6.3A
Open-circuit voltage [Voc]	22.15V
Temperature coefficient of Isc	(0.065±0.005)%/ °C
Temperature coefficient of	-(80±10)mv/°C
Temperature coefficient of power	-(0.5±0.05)mv/°C
NOCT (Air 20°C; Sun 0.8kW/m²; Wind 1m/s)	46°C ±2°C (114.8°F ±2°F)
Operating temperature	-40°C to +85°C (-40°F to 185°F)
Maximum system voltage	1000V

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NRGLife Gold™

12 Volts 100 Ah Gel Cell



SPECIFICATIONS

Nominal Voltage		12 V	
Nominal Capacity		100aH	
Dimensions	Total Height	208 mm	8.19 inches
	(Inc. terminals)	---- mm	n/a inches
	Length	305 mm	12.01 inches
	Width	168 mm	6.61 inches
	Weight	28.4 kg	62.76 lbs

CHARACTERISTICS

Capacity 20°C (68°F) To 1.7 volts	20 hour rate	89.9 Ah
	10 hour rate	80.05 Ah
	5 hour rate	56.5 Ah
	1 hour rate	36.6 Ah
	Internal Resistance	5 mOhms
	Impedance	S
Capacity correction for Temperature Variations(C20)	40°C (104°F)	102%
	20°C (68°F)	100%
	0°C (32°F)	85%
	-15°C (5°F)	65%
Self-Discharge 20°C (68°F)	Capacity after 1 months storage	98%
	Capacity after 3 months storage	94%
	Capacity after 6 months storage	86%
Short Circuit Current 20°C (68°F)	2900 A	
Terminal	14mm bolt insert with M6 thread	
Charging (Constant Voltage)	Cyclic	2.35 - 2.40 VPC (20-25°C / 68-77°F)
	Float	2.27 - 2.30 VPC (15-25°C / 59-77°F)

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rev 041C VRC NRG100 01

NRGLife Gold™

12 Volts 100 Ah Gel Cell



FEATURES

- 12 year design life for stand by power application
- Completely maintenance-free, sealed construction
- Analytical Grade electrolyte
- Spill proof / leak proof
- Valve regulated Max internal pressure 2.5 psi
- Multi-position usage (non-vertical)
- ABS Case and cover
- Low self discharge
- FAA and IATA approved as non-hazardous
- Built to comply with IEC 896-2, DIN 43534, BS 6290 Pt4, Eurobat
- UL recognized

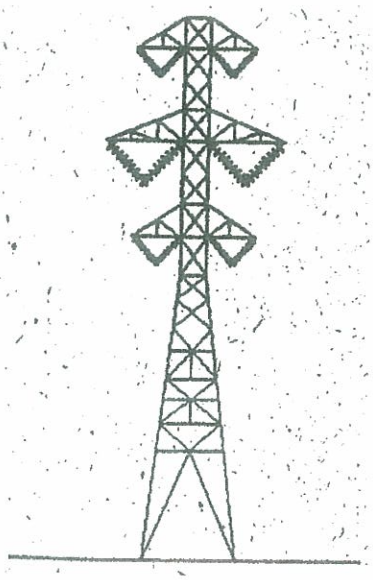
SPECIFICATIONS

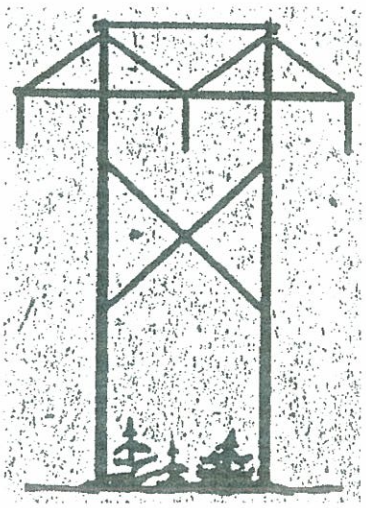
Nominal Voltage	12 Volts
Nominal Capacity	100Ah (C20 @ 20°C / 68°F)
Design Life	12 Years
Operating Temperature	-20°C to 50°C (-4° to 122°F)
Separator	Microporous polymer
Active material	Very high purity lead
Case and cover	ABS (VO on request)
Electrolyte	Gelled Sulphuric acid Analytical grade purity
Venting Valve	EPDM Rubber 1.5 to 2 psi (10.5 - 14 KPa) release pressure. Resealing at 1psi (7 KPa)
Terminal	Epoxy sealed by extended mechanical paths
Model #	NRGLIFE-GD-100

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J.J. Morrell, Oregton State University, Editor

1990 U.S. POLE PRODUCTION

US Forest Products Laboratory

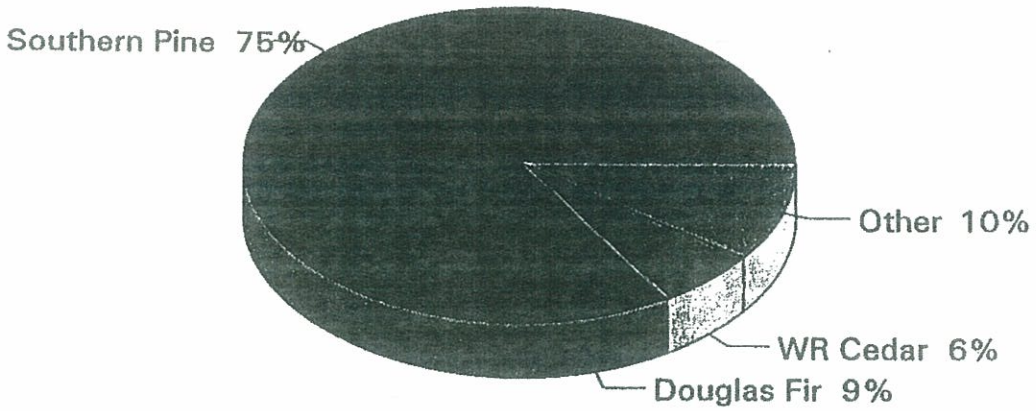


Figure 1. U.S. pole production by species. Figure based on number of poles in AWPA treating plant survey by Micklewright (1 7). WR is western redcedar.

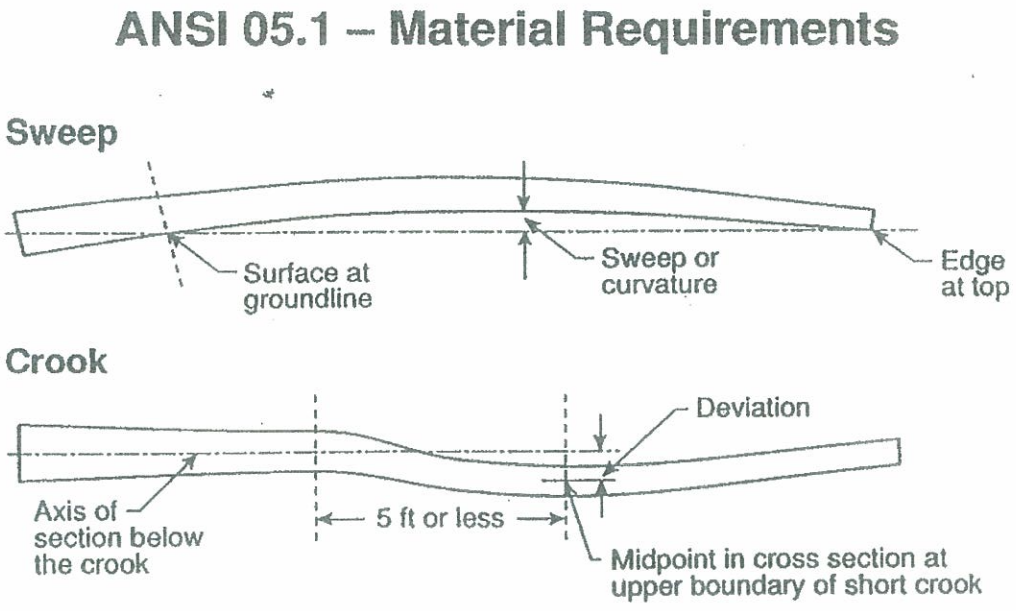


Figure 2. Pole shape limitations (1 ft - 0.3048 m).

Table 4. ANSI 05 Committee on wood poles.

Committee	Officer	Affiliation
Main committee	Russ Moody, Chair	USDA Forest Service, Forest Products Laboratory
	Alvin Lai, Secretary	Alliance for Telecommunications Industry Solutions
Subcommittee		
Material requirements	Colin McGowan, Chair	Thomasson Lumber Company
Fiber stress	Robert Kluge, Chair	Wisconsin Power and Light
Classification	Richard Leinfelder, Chair	McFarland Cascade
Crossarms	Robert Lash, Chair	Rural Utilities Services
Glulam	Steve Smith, Chair	Hughes Bros. Inc.
Structural composite lumber.	Bruce Craig, Chair	Trus-Joist McMillan

Table 5. Fiber stress for glulam and Douglas-fir solid-sawn crossarms

Product	Fiber stress (lb/in^2)
Glulam	
2.5/8 to 6-3/4 inches wide, 3 to 15 inches deep	K = 2.9[a]
Larger	K = 2.7[a]
Douglas-fir, solid sawn	
ANSI 05.3 limitations, table 1	7,800
ANSI 05.3 limitations, table 2	7,400

"Fiber stress values obtained by multiplying design values in bending from AITC 117 (1) by this K factor.

Table 2. ANSI pole species by treatment group and corresponding fiber stress and taper values.

Treatment group	Fiber stress (lb/in^2)	Circumference taper (inch/ft)
Group A (air seasoning)		
Cedar, western red	6,000	0.38
Cedar, yellow	7,400	0.20
Pine, ponderosa	6,000	0.29
Pine, jack	6,600	0.30
Pine, lodgepole	6,600	0.30
Pine, red	6,600	0.30
Douglas-fir (interior north)	8,000	0.21
Group B (Boulton drying)		
Douglas-fir, coast	8,000	0.21
larch, western	8,400	0.21
Group C (steam conditioning)		
Southern Pine[a]	8,000	0.25

[a]loblolly, longleaf, shortleaf, and slash pines.

Table 3. ANSI classification of wood poles

Pole class	Horizontal load (lb)	length range (ft)	Minimum tip circumference (inch)
H5	10,000	45-125	37
H4	8,700	40-125	35
H3	7,500	40-125	33
H2	6,400	35-125	31
H1	5,400	35-125	29
1	4,500	35-125	27
2	3,700	20-125	25
3	3,000	20-90	23
4	2,400	20-70	21
5	1,900	20-50	19
6	1,500	20-45	17
7	1,200	20-35	15
9	740	20-30	15
10	370	20-25	12

utility poles by the thermal process. ASTM D4064. ASTM, West Conshohocken, PA.

10. American Society for Testing and Materials. 1996. Standard specifications for round timber piles. Vol 4.09, ASTM D25-91. ASTM, West Conshohocken, PA.

11. American Society for Testing and Materials. 1996. Standard test methods of static tests of wood poles. Vol 4.09, ASTM D1036-96. ASTM, West Conshohocken, PA.

12. American Wood Preservers' Association. 1997. Poles–Preservativetreatment by pressure process. AWPA C4-89. AWPA, Stevensville, MD.

12. Bodig, J. and R. Anthony. 1992. A strength grading concept for wood utility poles. *In* Proceedings of international conference on wood poles and piles, April 1992.

14. Electric Power Research Institute. 1985. Wood pole properties. Vol. 1. Background and southern pine data. EPRI EL-4109 Project 1352-2. Research Institute of Colorado, Ft. Collins, CO.

15. Electric Power Research Institute. 1986. Wood pole properties: Vol. 2. Douglas-fir data. Vol. 3. Western redcedar data and size effect. EPRI EL-4109 Project 1352-2. Research Institute of Colorado, Ft. Collins, CO.

16. Kressbach, J.N., L.R. Gjovik, and R.W. Wolfe. 1996. Metrification of pole standard. In Proceedings of second southeastern pole conference, Forest Products Society, Madison, WI.

17. Micklewright, J.T. 1992. Wood preservation statistics, 1990: A report to the wood-preserving industry in the United States. American Wood-Preservers' Association, Woodstock, MD.

18. Rural Electrician Administration. 1982. REA specifications for wood poles, stubs, and anchor logs. REA Bull. 44(2):345D351,

19. Wood, L.W. and L.J. Markwardt. 1965. Derivation of fiber stresses from strength values of wood poles. FPL Res. Pap. FPL-39. USDA Forest Serv., Forest Prod. Lab., Madison, WI.

20. Wood, L.W., E.C.O. Erickson, and A.W. Dohr, 1960. Strength and related properties of wood poles. Final report, ASTM wood pole research program. American Society for Testing and Materials, West Conshohocken, PA.

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Table 1. SI conversion factors.

English unit	Conversion factor	SI unit
inch	25.4	millimeters (mm)
foot (ft)	0.3048	meter (m)
pound (lb)	0.454	kilogram (kg)
pound per square inch (lb/in^2)	6.894	Pascal (Pa)
temperature (°F)	$(T_F - 32)/1.8$	°C

Douglas-fir and Southern Pine. This specification includes crossarm manufacturing, seasoning, quality limitations, treatment, marking, and storage. The latest edition includes a fiber stress value for Douglas-fir crossarms (Table5). Effortsare underwaytoobtaindata on Southern Pine crossarms as well.

Both ANSI 05.2 and 05.3 include procedures for determining fiber stress values for crossarms based on testing of the product. This permits the use of crossarms of various species of either solid-sawn or glulam timber. An ANSI 05 subcommittee has also been considering the technical feasibility of incorporating nondestructive evaluation (NDE) methods in the pole stress grading process. The major challenge in applying this concept is determining how it would be compatible with established utility pole markets.

Metric Units Policy

The ANSI policy on metric units is that "units of the International Systems of Units (SI) are the preferred units of measurement in American National Standards." Other standards-writing organizations such as ASTM are making concerted efforts to produce future standards in metric units and to produce dual metric/English units for existing standards. Kressbach et al. (16) have proposed several significant changes leading to metric conversion of ANSI 05.1. These changes include reducing the number of ANSI classes from 15 to 10 as well as a number of simplifications for the derivation of pole sizes. The ANSI 05 committee considered this proposal but voted not to make any changes at this time. The preferred method expressed by the Committee is to include metric equivalents in the text of the standards and include separate tables with metric units to accompany the present tables.

Technology Transfer

The ANSI 05 committee is trying to make it easier for people to communicate their concerns about the production and use of wood poles. The material requirements subcommittee is compiling a manual that depicts permitted as well as restricted wood pole characteristics. This manual will provide color photographs that should be helpful in explaining characteristics described with jargon such as bark inclusions, cat face, juvenile wood, firm red heart, and dead streaks. The Committee sponsor, ATIS, has also developed a World Wide Web page that includes meetingschedulesand minutesoftheannual meetings. The Web address is

http//www.atis.org/atis/05/05hom.htm

Literature Cited

1. American Institute of Timber Construction. 1993. Standard specification for glued laminated timber of softwood species. AITC-117-93-Design. AITC, Englewood, CO.

2. American National Standards Institute. 1992. Wood poles, specifications, and dimensions. ANSI 05.1. ANSI, New York.

3. American National Standards Institute. 1993. National electric safety code. ANSI C2. ANSI, NewYork.

4. American National Standards Institute. 1995. Solid sawn-wood crossarms and braces–specifications and dimensions. ANSI 05.3. ANSI. NewYork.

5. American National Standards institute. 1996. Structural glued laminated timber for utility structures. ANSI 05.2. ANSI, NewYork.

6. American Society of Agricultural Engineers. 1996. Design properties of round, sawn, and laminated preservative-treated construction poles. ASAE EP388, Agricultural Engineers Handbook. ASAE, St. Joseph, MI.

7. American Society for Testing and Materials. 1996. Standard methods for establishing design stresses for round timber piles. Vol. 4.09, ASTM D2899. ASTM, West Conshohocken, PA.

8. American Society for Testing and Materials. 1996. Standard specification and methods for establishing recommended design stresses for round timber construction poles. Vol 4.09, ASTM D3200. ASTM, West Conshohocken, PA.

9. American Society for Testing and Materials. 1996. Standard practice for preservative treatment of

actual top of the pole. As a result of the combined effects of in-service drying and pole taper, the reduction in size from required minimum (measured in green condition) to actual tip circumference could be as much as 1.25 inches, which is equivalent to about 0.4 inch in diameter. This is important in that tip diameter is used as the basis for the design of utility hardware. I-lowever, since such hardware can tolerate a 0.5-inch variation in pole diameter, this interpretation should not cause a design problem.

Other Pole Standards

As mentioned earlier, a number of committees maintain standards that are specifically focused on the structural use of round timbers. These include ASTM, ASAE, and REA standards.

ASTM Standard: Three ASTM standards are related to wood poles. The main standard, designated D3200 (8), refers to two other standards: ASTM D25, Specifications for Round Timber Piles (10) and ASTM D2899, Establishing Design Stresses for Round Timber Piles (7). Specifications for round timber piles also apply to poles with the exception that poles are selected on the basis of butt circumference, whereas the table in ASTM D25 is set up to specify a minimum tip circumference for piles. ASTM D3200 provides a table of specified tip Circumference values for corresponding minimum butt circumference values. ASTM D2899 provides equations for deriving design stresses for poles or piles on the basis of clear wood strength and material variability.

ASAE Standard: The ASAE standard EP388 (6) references ANSI 05.1, AWPA, and ASTM standards. Material manufacturing and pole dimension requirements reference the ANSI standard, and the derivation of design stresses follows ASTM recommendations. The ASAE standard provides a basis for specifying and using poles in agricultural pole-frame buildings. This standard is currently under revision. Once approved, a new standard will be issued as EP560, which will no longer include glued- and mechanically laminated posts, but concentrate only on roundwood construction poles.

REA Standard: The REA specifications for wood poles, stubs, and anchor logs (18) describe the minimum acceptable quality of poles purchased by REA borrowers. Material requirements designated by this standard are extracted from ANSI 05. The primary differences between this standard and the ANSI standard are the pole framing details and the designation of treating time and temperatures.

ANSI 05 Wood Pole Committee

The American National Standards Institute's Wood Pole Committee (ANSI 05) was originally organized in 1924. The committee is currently under the sponsorship of the Alliance for Telecommunications Industry Solutions (ATIS), and it consists of about 30 voting members, representing a balance of pole users, producers, and general interests to provide some assurance that all interests are considered. Members meet annually to review and update the following three standards of interest to the utility pole industry: ANSI 05.1–Wood Poles, Specifications and Dimensions (2), ANSI 05.2–Structural Glued Laminated Timber for Utility Structures (5), ANSI 05.3–Solid Sawn Wood Crossarms and Braces (4).

The ANSI 05 Committee meetings are open to anyone who wishes to express a concern related to the content or application of the standards. Discussion items are generally referred to one of six subcommittees (Table 4). The subcommittees on material requirements, fiber stress, and classification relate to the 05.1 standard. The structural composite lumber subcommittee is developing a new standard. Non-voting members may express concerns at meetings or by contacting the appropriate subcommittee chairman (Table 4).

Related Activities

In addition to the standard specification on wood poles, the ANSI 05 committee is responsible for standards in glulam timber and wood crossarms. The ANSI standard on glued-laminated (glulam) utility structures (05.2) covers requirements for manufacturing and quality control of structural glulam timber of Douglas-fir and Southern Pine for electric power and communication structures. The latest edition of this standard includes a procedure for obtaining fiber stress values for glulam members based on design values published by the glulam industry

The ANSI standard for solid-sawn wood crossarms and braces (05.3) includes material specifications for

bulb depression is that the total time at the high temperature will be reduced, lessening the chance for high-temperature strength reduction. There is some question, however, as to the effect of faster drying on the quality of the pole and the strength of surface fibers that are subject to these higher temperatures.

Steam conditioning is primarily used for southern pines (Table 3, treatment group C). Temperatures during this process should be kept below 245°F and steaming time held to under 17 h for poles with a circumference 137.5 inches at 6 ft from the butt. For a circumference > 37.5 inches at this distance from the butt, the steaming limit is 20 h. When Douglas-fir and western larch poles are to be treated with waterborne preservative and have not been Boulton dried, ANSI permits steam conditioning at temperatures not to exceed 240°F for 0 h provided that the initial moisture content does not exceed 25% at 2 inches from the surface. This is a slight deviation from the AWPA C4 standard, which limits steaming temperature to 225°F for 15 h.

Marking

Identification markings are used by utilities for maintenance and life-cycle cost records. The ANSI standard requires that these markings include the followinginformation:

- supplier's code or trademark
- plant and year of treatment
- pole species and preservative used
- circumference class and length

In addition to this information, the standard requires that the poles be marked at a set distance from the butt to ensure that the marking can be read easily after the pole is placed in service. Marking on poles ≤50 ft long must be located 10 ft ± 2 inches from the butt end. For poles ≥55 ft, the marking is located 14 ft ± 2 inches from the butt end.

Storage

Pole suppliers will normally maintain an inventory of poles in the more popular sizes, and pole users often keep a supply of poles for emergency use. It is important to store these poles properly to prevent any deterioration prior to use. The ANSI standard specifies adequate structural support above ground and provides guidelines for handling to minimize mechanical damage.

Classification

The ANSI 05.1 classification system is based on pole load capacity. This system treats all poles that meet the acceptance criteria as a single grade in which strength varies only with species. Poles are classified only by the size needed to meet preset load capacity requirements for the target pole class.

Fiber stresses listed by ANSI for domestic species vary from 4,000 to 8,400 lb/in^2. Table 2 lists ANSI values for the more popular pole species. These fiber stress values approximate average pole strength and are much higher than the design values that engineers use for buildings and bridges. These fiber stress values are used to determine pole class sizes for each species, and they are intended to be used with recommendations included in the ANSI C2 standard (National Electric Safety Code (NESC)) for the design of utility pole structures. Table 3 lists the 15 ANSI pole classes and their respective required load capacity, length range, and minimum tip circumference.

Minimum circumference 6 ft from the butt listed in the ANSI 05.1 standard is derived to assure that each pole has the groundline bending moment capacity required to carry its pole class load. As groundline distances vary with pole length, required circumferences are translated to a location 6 ft from the butt to facilitate pole classification. The translation from "groundline" to 6 ft assumes a linear circumference taper (Table 2).

The ANSI minimum tip circumference measurement has been a topic of discussion because of some possible confusion in interpreting the standard. The standard allows pole length to vary: poles <50 ft long can be shorter by 3 inches or longer by 6 inches; poles ≥50 ft long can be 3 inches shorter or 12 inches longer. The top dimension requirement has been interpreted as being applicable to the "minimum length permitted" which is at a location either 3 or 6 inches less than the nominal length. This means that for a long (≥50 ft) pole that is 12 inches longer than the specified length, the minimum tip circumference for the pole class may be measured as far as 10 inches below the

the outer 2- to 3-inches of the pole diameter could significantly affect bending strength and are therefore limited. Defects permitted by the ANSI standard include bark inclusions <2 inches deep; insect damage consisting of holes < 1/16 inch in diameter, surface scoring, or channeling; firm red heart not accompanied by decay; and hollowing in the butt (if < 10% of the butt cross-section) caused by splinter pulling when the tree is felled. Shake is permitted within limits considered to have minimal impact on strength; however, if shake occurs at the top of the pole, the 05.1 standard requires treatment of the full length of the pole. Decay is generally permitted only in very specific instances, such as hollow pith centers in poles to be treated full length. Any holes, hollow portions, or dead streaks indicative of incipient decay are prohibited.

Processing defects include splits, checks, and mechanical damage caused by mishandling. Splits and checks are an unavoidable consequence of drying round timbers. These defects rarely have a significant effect on the strength of the pole, but they do provide openings for decay and insect access to poorly treated heartwood. Splits can also cause problems for hardware connections. Generally, the ANSI 05.1 standard limits the length of splits to 12 inches when they extend from the pole top and 24 inches when extended upward from the butt. Visible damage, such as 1/4-inch-deep indentations resulting from handling slings or forklift tines, indicates that the damage may be more than superficial surface scarring and is also limited by the ANSI 05.1 acceptance criteria. Surface cuts caused by a chainsaw may be tolerated provided the reduced section still meets the required circumference for the pole class.

Manufacturing requirements are established to minimize any strength loss during the tree-to-pole conversion process and to maximize effectiveness of subsequent preservative treatment to extend the expected service life. Aspects of the manufacturing process covered by ANSI include whole tree processing, conditioning, brand marking, and storage.

Whole-tree processing involves a number of steps that affect the grading and service life of the pole. Poles must be cut to length so that they can be measured easily and properly classified. Bark removal/shaving should remove all inner bark but leave sufficient sapwood to obtain the customer's minimum requirement for preservative penetration. Finally, proper trimming of branch stubs and overgrown knots that rise >1 inch from the surface facilitates handling.

Conditioning

Proper conditioning is important for both the strength and handling of wood poles. In many cases, however, conditioning involves exposure of the pole to high temperatures for purposes of drying, sterilization, and preservative treatment. Because of differences in drying characteristics of different species and the fact that high-temperature exposure for extended periods results in wood strength loss, conditioning methods involving high temperatures cannot be applied generically. The ANSI 05.1 standard lists species by treatment group (Table 2) with designated limitations on pre- and post-treatment conditioning to address these differences. The standard includes requirements for air seasoning, Boulton drying, and kiln drying to facilitate handling and improve durability at minimal cost to pole strength. These requirements generally correspond to those given in the American Wood Preservers' Association (AWPA) standard C4.

Air seasoning is required for treatment group A (Table 2) and is permitted for all species except ponderosa pine. Pre or post-steaming is permitted for up to 4 h at 240°F. For ponderosa pine with <25% moisture content 2.5 inches from the surface, steaming may continue for 6 h.

Boulton drying is to be used with coastal Douglas-fir and western larch (treatment group B). This method should not exceed 220°F in any pretreatment process. After treatment, the poles may be steamed at temperatures not to exceed 240°F for 4 h.

Kiln drying of poles is a topic of some controversy. Some kiln operators feel increasing dry-bulb temperatures, wet-bulb depression, and airflow allows poles to tolerate faster drying. At present, dry-bulb temperature is limited to 170°F for ponderosa pine, red pine, and jack pine, and to 160°F for western redcedar. At these temperatures, ANSI recommends that the wet-bulb depression not exceed 50°F.

For Southern Pine, lodgepole pine, Douglas-fir, and larch, ANSI permits dry-bulb temperatures $\leq$ 230°F. For temperatures > 200°F, wet-bulb depression is required to exceed 50°F. The philosophy behind acceptance of higher temperature with a greater wet-

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An important consideration in the use of different species for poles is availability. Availability means more than just the number of trees that are currently growing. To be used for poles, trees must have certain growth characteristics such as appropriate size, straightness, few large branches, and generally straight grain. Many of these properties are determined by the environment in which the tree grows rather than by genetics. Trees grown in tight stands normally grow straight and tall with few large branches, as a result of the competition for sunlight. Softwoods do much better at growing in tight single-species stands than do hardwoods and thus are likely to yield a higher percentage of "pole trees" in a given stand. Another factor that plays an important role in the acceptability of a species for structural pole applications is its ability to accept and retain chemical preservatives.

There are currently no provisions in the ANSI standards for specifying foreign species in pole classes. A task committee on foreign species within the ANSI 05 Committee developed a proposed set of requirements and procedures that were verbally approved at the Committee's 1997 meeting. This procedure is presently in the balloting process and, if approved, could become a mandatory appendix to ANSI 05.1. Proposed requirements include an evaluation of pole strength using the ASTM D1036 Static Test of Wood Poles (11) or an equivalent method. As the data are reviewed and species are approved, other species may be added to the ANSI 05.1 standard.

Grading

The ANSI specification provides criteria for pole acceptance in four basic categories: pole shape, growth characteristics, naturally occurring defects, and processing defects. Unlike the standards for many other wood products, only one stress-graded standard is provided for poles. To qualify for the ANSI 05 designated stress classification, all poles must meet the minimum set of acceptance criteria.

Pole shape considerations include pole sweep and crook (Fig. 2). Sweep in one plane and one direction is limited to 1 inch from a straight line for every 10 A of length surveyed (see Table 1 for SI conversion factors). For short poles (≥50 ft), 10% in a given lot may have a sweep deviation from a straight line of 1 inch in 6 ft; for long poles (≥55 ft), 25% in a given lot may have this sweep deviation. For sweep in two directions and one plane (reverse sweep) or two planes (double sweep), a straight line joining the center of the pole at groundline with the center of the top is not allowed to pass through the outer surface of the pole at any intermediate point.

Growth characteristics include knots, slope of grain, rate of growth, and compression wood. To set knot size limitations, poles are separated into length categories of ≤ 45 ft and ≥50 ft. Individual knot size limits also vary within a single pole. As one might expect, larger poles are permitted to have larger knots. What might not be quite so intuitive is the fact that a larger single knot is permitted in the upper half of the pole. Average wood strength and cross-section decrease with height in a tree. In the cantilever applications characteristic of most pole structures, the stress in the pole drops off more rapidly than the combined effects of wood strength and section property. With no change in section property, the stress at midheight would be expected to be half that at the groundline. Pole taper, however, is normally so small that at midheight the stress rarely exceeds 60% of that at the butt. If we assume a linear reduction in ultimate fiber stress to the point that tip fibers are half as strong as groundline fibers, midheight wood strength would be 75% of that at groundline. This suggests that at midheight, the pole strength/stress ratio is 25% greater than that at groundline.

For many pole species, knots occur in "clusters" or "whirls." For these cases, limits are set on the sum of diameters as measured perpendicular to the axis of the pole. The allowable sum of knots is calculated as one-third the average pole circumference at the cluster location, with the overriding limit that the circumference fall between 8 and 12 inches for poles ≤45 ft long and between 10 and 14 inches for poles ≥50 ft.

Spiral grain is limited to one complete revolution in 10, 16, or 20 ft for poles ≥30 ft, 35 to 45 ft, and ≥ 50 ft long, respectively. for average growth, the growth rate must be at least six rings per inch in the outer 2- or 3-inches of the pole diameter; four rings per inch is acceptable if growth rings have ≥50% latewood. Compression wood is not permitted in the outer 1-inch of the pole diameter as viewed from either end of the pole.

Naturally occurring defects include bark inclusions, insect and decay damage, and shake. Any defects that significantly reduce the effective section properties in

STANDARD SPECIFICATIONS FOR WOOD POLES

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Abstract

This paper describes the standards for wood poles prepared by the American National Standards Institute (ANSI) Committee 05 and the Committee's activities in maintaining the standards. The three standards form the basis for purchasing and designing most wood utility structures in the United States. The round pole standard, ANSI 05.1, includes specifications, dimensions, and fiber stress values for design. The other two standards, ANSI 05.2 and 05.3, also address important issues for specifying material properties and deriving fiber stress. The ANSI 05 Committee meets once a year to provide an open forum for discussing concerns related to these standards.

Introduction

Round timbers have been used as structural members for centuries. At the turn of the present century, the development of electric power distribution systems and telegraph and telephone communications prompted a great demand for poles. As more people became involved in converting trees to utility structures, a need arose for a common basis of understanding related to form and quality requirements of utility poles. Pole producers and users met to discuss concerns related to harvesting, processing, and designing pole structures and to reach some agreement on acceptable limits related to form and processing of utility poles. This discussion led to the formation of the American Standards Association Committee 05, which later became the American National Standards Institute (ANSI) Committee 05 as efforts were made to establish national standards. The product of this continuing effort is a nationally recognized standard that provides the basis for material specifications, classification, and engineering properties for wood utility poles. The ANSI 05 Committee provides a forum for pole producers and users that enables them to address changing market issues and maintain a needed supply of utility poles. This committee meets on an annual basis to review and update its standards.

The objective of this paper is to describe the standards for wood poles and other wood products used in utility structures as well as the ongoing activities of ANSI Committee 05 in maintaining the three standards for wood products used in utility structures. The paper reviews other pole-related standards, but it places special emphasis on the role of the ANSI 05.1 wood pole standard specifications. Discussion of topics covered by this standard provides insight to variables considered in the production and design of utility poles as well as some perspective on the influence of the standard.

Development of Wood Pole Standards

Standards written specifically for the structural applications of poles include those currently maintained by ANSI (2-5), the American Society for Testing and Materials (ASTM) (7-10), the American Society of Agricultural Engineers (ASAE) (6), and the Rural Electrification Administration (REA) (15). The ASAE and REA standards reference ANSI and/or ASTM as the basis for selecting and assigning allowable stresses to wood poles. The ASTM standard provides a method for deriving allowable stresses for round timbers used as construction poles, piles, and marine structures. The ANSI standard for wood poles applies to transmission and distribution-line applications.

History

Among the first nationally recognized standards for round timbers were ASTM standard 1915 Specifications for Round Timber Piles) and the American Standards Association (ASA) standard 05, 1924 (Wood Pole Specifications and Dimensions). These standards documented the characteristics that

Sol®

Reliable. Renewable. Remarkable.

April 27, 2010

RE: Compliance with ARRA funding guidelines

To Whom It May Concern,

SOL Inc. has been manufacturing solar powered light systems in the United States since 1990. We have provided lighting systems to many sectors of our government including the Department of Defense, State Department, Department of the Interior, and the National Parks Service, just to name a few.

Where possible we source materials for our systems that are manufactured in the United States. Although a very small number of materials used in our lighting systems are made outside of the USA, SOL Inc manufactured solar lighting systems are eligible for ARRA funds both because the sourced materials are components in our systems and because the sourced materials are produced by signatories to the World Trade Organization Government Procurement Agreement. Please refer to the Buy American Provisions in the American Recovery and Reinvestment Act for detailed clarification if needed.

Additionally, we know that ARRA funding has already been obtained for our solar lighting systems installed at the Gulf Island National Seashore by the National Park Service, Camp Pendleton by the U.S. Navy, and at Monroe Lake, Indiana by the Army Corps of Engineers.

As the manufacturer, SOL's systems are fully compliant and eligible for ARRA funding.

Best wishes for a successful project!

Sincerely,

Audwin W. Cash

Audwin W. Cash
General Manager
SOL Inc.

3210 SW 43rd Avenue, Palm City, Florida 34990
772.286.9461 | 800.959.1229 | 772.286.9616 fax
info@solarlighting.com | www.solarlighting.com

Sol®

Reliable. Renewable. Remarkable.

BUY BOARD/FACILITIES SOLUTIONS GROUP

PO Box 400

Austin, TX 78767-0400

This is the published list price for this solar item

SPM-300-3Q-CH-DOME-10' ARM-DTD $7422.00

On 37 Foot Direct Burial ANSI 05.1 Wood Pole

Thank you,

JoAnna Scarpo

Customer Care Manager

Sol Inc 3210 SW 42nd Avenue, Palm City, Florida 34990

772.286.9461 | 800.959.1339 | 772.286.9616 fax

info@solarlighting.com | www.solarlighting.com

The Local Government Purchasing Cooperative

For the Period 4/1/2011 to 3/31/2014

Final Award Report for Energy Saving Lighting Products #368-10

15 Installation of Wall Box Motion Sensor

Vendor	Vendor Brand and Model Number	Bid Price	Award
Facility Solutions Group	Installation of FSG Electric Wall Box Motion Sensor	$25.00	Yes
Hill Country Electric Supply	Installation of SLS Wall Box Motion Sensor	$25.90	No
Crawford Electric Supply	Installation of WattStopper Wall Box Motion Sensor	$42.00	Yes
Xtra Light Manufacturing Partnership Ltd.	Installation of X-TRA Light Wall Box Motion Sensor	$70.00	Yes
InLine Electric Solutions of Texas, LLC	Installation of Philips/Genlyte Wall Box Motion Sensor.	$93.75	Yes

16 Installation of Ceiling Motion Sensor

Vendor	Vendor Brand and Model Number	Bid Price	Award
Hill Country Electric Supply	Installation of SLS (Mounting height 30' or less, drop ceiling only) Ceiling Motion Sensor	$83.50	No
Crawford Electric Supply	Installation of WattStopper Ceiling Motion Sensor	$109.00	Yes
Facility Solutions Group	Installation of FSG Electric Ceiling Motion Sensor, valid for accessible layin ceiling only.	$115.00	Yes
Xtra Light Manufacturing Partnership Ltd.	Installation of X-TRA Light Ceiling Motion Sensor	$157.00	Yes
InLine Electric Solutions of Texas, LLC	Installation of Philips/Genlyte Ceiling Motion Sensor.	$387.50	Yes

17 Installation of Exterior Lighting

Vendor	Vendor Brand and Model Number	Bid Price	Award
Hill Country Electric Supply	Installation of SLS Exterior Lighting	$16.50	No
Facility Solutions Group	Installation of FSG Electric Exterior Lighting	$65.00	Yes
Facility Solutions Group	Hourly rate for Bucket Truck	$65.00	Yes
Facility Solutions Group	Hourly rate for Crane	$65.00	Yes
Crawford Electric Supply	Installation of Exterior Lighting per hour up to 60' height	$70.00	Yes
Xtra Light Manufacturing Partnership Ltd.	Installation of X-TRA Light Exterior Lighting	$70.00	Yes

18 Installation of All Other Products

Vendor	Vendor Brand and Model Number	Bid Price	Award
Facility Solutions Group	Hourly rate for Apprentice	$32.00	Yes
Facility Solutions Group	Hourly rate for Journeyman	$62.00	Yes
Crawford Electric Supply	Installation of All Other Interior Products per hour	$65.00	Yes
Crawford Electric Supply	Installation of All Other Exterior Products per hour	$70.00	Yes

The Local Government Purchasing Cooperative

For the Period 4/1/2011 to 3/31/2014

Final Catalog Award Report for Energy Saving Lighting Products #368-10

8 Discount Off Catalog/pricelist for Solar Lighting Products

Vendor	Vendor Catalog Info	Percent Discount	Award
Crawford Electric Supply	Carmanah Pricelist	20%	Yes
Graybar Electric	Graybar BB368-10 Pricelist (No published pricelist for lighting pricing based on cost plus a maximum of 25%)	0%	No
Facility Solutions Group	SOL Outdoor Lighting BuyBoard Pricelist	10%	Yes

9 Discount Off Catalog/pricelist for Watt Stopper Sensors

Vendor	Vendor Catalog Info	Percent Discount	Award
Graybar Electric	Graybar BB368-10 Pricelist	3%	No
The Reynolds Company	Trade Service Pricelist Column 3	10%	No
Crawford Electric Supply	WattStopper Pricelist	20%	Yes
Facility Solutions Group	WattStopper Pricelist	12%	Yes

10 Discount Off Catalog/pricelist for Recycle of Lamps, Batteries and Ballasts

Vendor	Vendor Catalog Info	Percent Discount	Award
Crawford Electric Supply	Blueway Recycling Pricelist	10%	Yes
Crawford Electric Supply	Easy Pak Pricelist	10%	Yes
Facility Solutions Group	FSG Lighting Recycling Pricelist	0%	Yes
Graybar Electric	Graybar BB368-10 Pricelist	21%	No
Hill Country Electric Supply	Hill Country Pricelist	0%	No
Xtra Light Manufacturing Partnership	Philips PS-100-U Pricelist (Only Veolia recyclepak 4' med lamp/8' lamp/5 gal ballast)	0%	Yes
Voss Lighting	VLRSP Pricelist	88.5%	No

P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

February 22, 2011

Sent Via E-mail: mikeh@fsgi.com

Mike Heins
Facility Solutions Group
610 West Powell Lane
Austin, TX 78753

Proposal Name & Number: Energy Saving Lighting Products #368-10

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective April 1, 2011.

To see the items your company has been awarded, please review the proposal tabulation #368-10 on the following website: www.vendor.buyboard.com. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the coop. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award. Therefore, all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact me at 512-467-0222, ext. 7154 or 1-800-695-2919.

Sincerely,

Melonie Perry

Melonie Perry
Bid Administrator

AI-30800 **23. C. 1.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Construction Change Order No. 3 (increase) in the amount of $210.26 and additional (5) days time extension for proposed work with awarded contractor, Saenz Utility Contractors, LTD. ("El Dora Street & Drainage Improvement Project") reflecting items specified on change order description, with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-052-0-731

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

BUDGETARY IMPACT:

PO #662862 available balance of $177,980.05 as of 1/25/2012

New contract amount will be $194,336.81 with 135 calendar days.

Attachments

CO #3

PO Increase 1

PO Increase 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/26/2012 02:07 PM
Budget & Management	Merlen P. Munoz	01/26/2012 02:16 PM
Roland Garcia	Rolando Garcia	01/27/2012 02:10 PM
Auditor's Office	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Yolanda Cisneros Started On: 01/25/2012 05:27 PM

Final Approval Date: 01/31/2012

CHANGE ORDER NUMBER THREE (3)

Project: **EL DORA STREET AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 2/7/2012 ✓ EFFECTIVE DATE: 2/7/2012 ✓

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-11-043A-06-28 ✓

CONTRACTOR: Saenz Utility Contractors, Ltd.
22290 N. FM 88
Edcouch, TX. 78538

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Reason for Change Order:

1. Removal of an acceleration/deceleration lane and the installation of curb & gutter with backfill and concrete apron to replace said lane.
2. Time extension for proposed work
3. Adjustment of pavement quantities due to change of scope of work
4.

Description:

1. Add 300 LF @ $5.25 of Type A barrier concrete curb & gutter ($1,575.00)
2. Add 50 LF @ $4.50 to Remove & dispose of existing curb ($225.00)
3. Add 725 SF @ $3.50 for Concrete Apron ($2,537.50)
4. Add 265 CY @ $2.50 for Back of curb fill ($662.50)
5. Add 537 SY @ $2.50 to Excavate & remove caliche ($1,342.50)
6. Deduct 537 SY @ $.87 of Prime Coat (-$467.19)
7. Deduct 1047 SY @ $2.00 of Compacted Caliche (labor only) (-$2,094.00)
8. Deduct 537 SY $2.80 of 5" Compacted Caliche (labor only)(-$1,503.60)
9. Deduct 537 SY @ $3.85 to excavate, treat & rework existing road section to proposed 10" finished grade (-$2,067.45)

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 177,980.05 ✓		Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ 16,146.50 ✓		Net Change from previous Change Orders 40 calendar days
Contract Price prior to this Change Order $ 194,126.55 ✓		Contract Time prior to this Change Order Substantial Completion: 130 calendar days or dates
Net Increase(decrease) of this Change Order $ 210.26		Net Increase(decrease) of this Change Order 5 calendar days
Contract Price with all approved Change Orders $ 194,336.81	Net % increase(decrease)from original contract price. 9.19%	Contract Time with all approved Change Orders Substantial Completion: 135 calendar days or dates

RECOMMENDED:
By: JESSE PE
Engineer (Authorized Signature)
Date: 01/20/12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: Pedro Saenz
Contractor (Authorized Signature)
Date: 1-20-12

Exhibit E-B

PLANNING DEPARTMENT
COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

LETTER OF TRANSMITTAL

TO: YOLI CISNEROS, ADMINISTRATIVE ASST. II, HC PCT. NO. 2 DATE: 1-22-12

FROM: NORA D. CAVAZOS, ADMINISTRATIVE ASST. III

RE: EL DORA ROAD STREET & DRAINAGE IMPROVEMENTS PROJECT

WE ARE SENDING YOU: ☐ VIA MAIL ☒ VIA COURIER TOTAL NUMBER OF DOCUMENTS: 1

ITEM NO.	DESCRIPTION
1	ORIGINAL CHANGE ORDER NO. 3

☒ FOR APPROVAL ☐ FOR YOUR USE ☐ AS REQUESTED ☐ FOR REVIEW AND COMMENTS
☐ PRINTS/PLANS RETURNED AFTER LOAN TO US

OTHER: _____

REMARKS: _____

RECEIVED BY: _____ DATE: _____

PLEASE NOTIFY US AT ONCE IF ENCLOSURES ARE NOT AS NOTED

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

JAN 17 2012 name 3:21

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***662862***
Increase # 01 for this Purchase Order
Procurement Method:

- ☐ Contract # C-11-044A-06-28
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 344079
Vendor Name: Saenz Utility Contractors, Ltd.
Address: 22290 N FM 88
Edcouch, TX 78538

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$177,980.05
1	Each	Change Order No. 2	$16,146.50	$16,146.50
		AFTER APPROVAL SEND COPY TO COUNTY AUDITOR'S OFFICE TO THE ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$16,146.50
		TOTAL AMOUNT		***$194,126.55***

IAM-241870.15 4/5-0

Account Number: ***2-1200-431-00-122-052-0-731***

Reason: Increase needed to cover the CO #2 placed on court with appropriation CCM 1/17/2012 AI-30445 & AI-30446

Authorization: _____ Department Head — January 6, 2012 Date

Reviewed by: _____ Purchasing Department — 1/18/12 Date

Approved By: Martha L Salazar Purchasing Agent — 1-18-12 Date

Approved By: _____ Hidalgo County Auditor — Date

RECEIVED JAN 23 2012

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***662862***
Increase # 02 for this Purchase Order
Procurement Method:

- ❑ Contract # C-11-044A-06-28
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 344079
Vendor Name: Saenz Utility Contractors, Ltd.
Address: 22290 N FM 88
Edcouch, TX 78538

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$177,980.05
1	Each	Change Order No. 3	$210.26	$210.26
		AFTER APPROVAL SEND COPY TO COUNTY AUDITOR'S OFFICE TO THE ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$210.26
		TOTAL AMOUNT		***$194,336.81***

Account Number: ***2-1200-431-00-122-052-0-731***

Reason: Increase needed to cover the Change Order #3 placed on CCM of 2/7/2012 AI-30800

Authorization: _____ January 25, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-30755 **23. D. 1.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "La Homa Project from SH 495 (Mile 1) to FM 1924 (Mile 3)" with L & G Consulting Engineers, Inc., as authorized & approved for negotiations by CC on 12/06/11.

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $983,000.00) for provision of engineering services required by Pct. #3 consisting of: "Right of Way Acquisition Services and Construction Management (including Inspection) for the La Homa Project (SH 364) from SH 495 (Mile 1) to FM 1924 (Mile 3)" with L&G Engineering under contract No. C-11-312-02-07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-045-0-711

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

BUDGETARY IMPACT:

Available funds as of 1/30/12 are $2,520,335.00; pending 2011 carryover.

Attachments

Contract

WA#1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/26/2012 04:55 PM
Budget & Management	Merlen P. Munoz	01/27/2012 08:03 AM
Perla Lopez	Perla Lopez	01/30/2012 03:23 PM
Auditor's Office	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Rocio Villarreal Started On: 01/25/2012 09:24 AM

Final Approval Date: 01/31/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-11-312-02-07

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for the **"La Homa Project from SH 495 (Mile 1) to FM 1924 (Mile 3)"** project for **Hidalgo County Precinct No. 3** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as

identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate upon completion of projects (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment

of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account

construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set

forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for

any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be

incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to

enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional

engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent

of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall

hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to

any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be

relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the

loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County **1615 S. Closner, Suite J** **Edinburg, Texas 78539**	**L & G Consulting Engineers , Inc.** **2100 West Expwy 83** **Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no

previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for

which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2011.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A –Scope of Services to be provided by the Owner
EXHIBIT B –Scope of Services to be provided by the Engineer
EXHIBIT C –Work Schedule
EXHIBIT D –Contract Rates
EXHIBIT D1 – Fee Schedule
EXHIBIT E –Work Authorization Form
EXHIBIT F –Supplemental Agreement Form
EXHIBIT G –Certificate of Insurance (*Hidalgo County)*

Exh D2-

which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2011.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E., President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

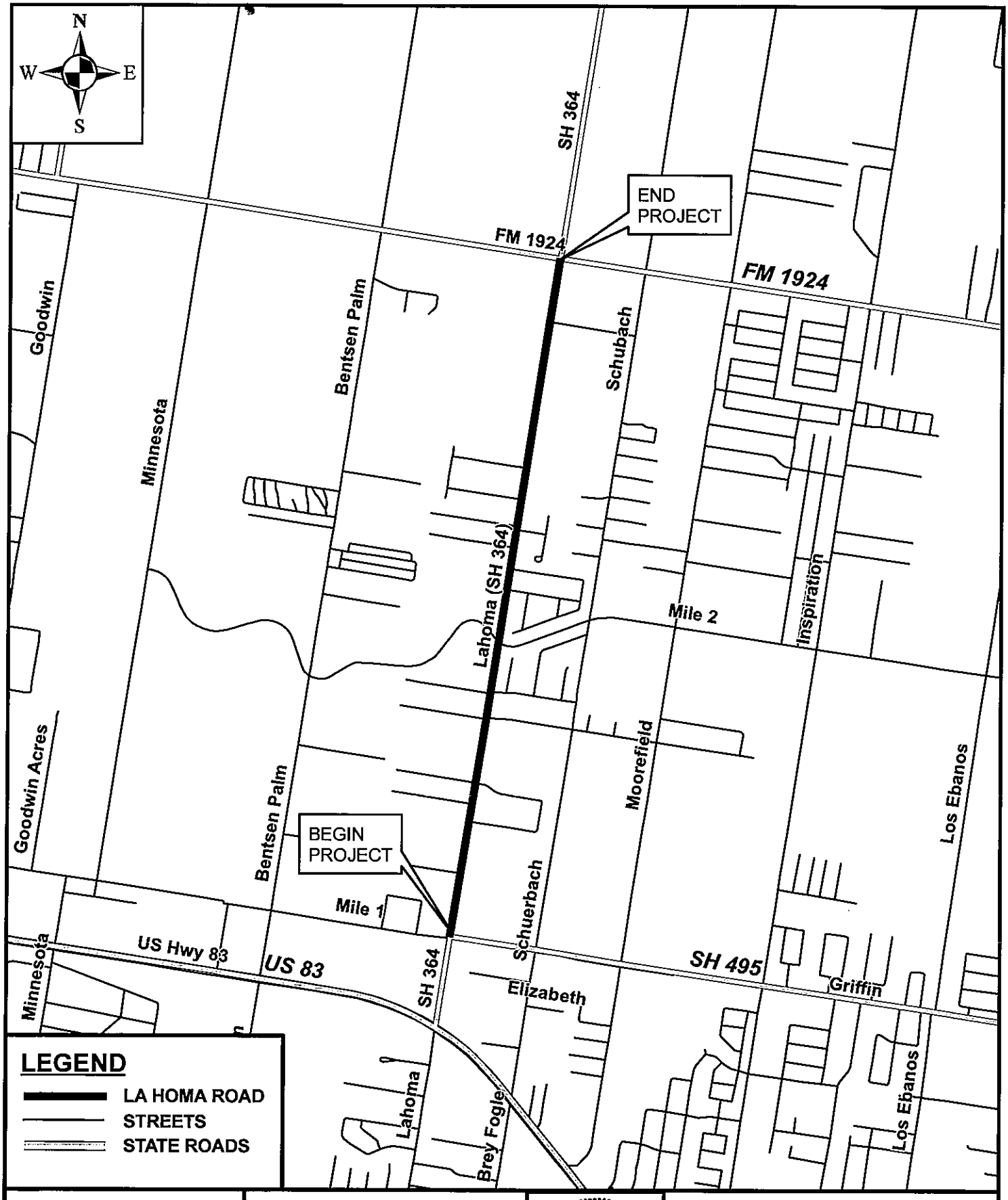
Approved on Commissioners' Court:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
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LA HOMA RD (SH 364)

L&G Engineering
Transportation Consultants

THE COUNTY OF HIDALGO TEXAS

2,000 1,000 0 2,000
Feet

1 inch = 2,000 feet

G:\EA MAPS\LA HOMA RD

11-10-08

EXHIBIT "A"

Services to be provided by the Owner

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services Provided by the Engineer" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: 2966-01-012

Project/Description: Right-of-Way Acquisition Services for SH 364 (La Homa)

Length: 1.99 Miles

Highway: SH 364 (La Homa)

Limits: From SH 495 (Mile 1) to FM 1924 (Mile 3)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

NOTES

FC 600 – ACQUISITION PROVIDER SERVICES

(Services to be provided by L&G Engineering)

1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with County personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to County of Hidalgo. Written approval by the County required for any exception.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) The initial offer must include copies of all related appraisal reports prepared in the previous ten years that were produced or acquired by the acquiring agency and be sent to the property owner by certified mail, return receipt requested. Must include landowner bill of rights, brochures, a draft conveyance document, and the Acknowledgment of Receipt of Appraisal. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 70 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services

1) There are an estimated 4 relocations or displacements for this contract and L&G will provide relocation advisory services as needed.

2) L&G will notify all property owners and potential displacees of eligibility for relocation assistance and provide them with a Relocation Assistance Brochure at time of initial contact. If possible, will advise displacee of preliminary relocation benefits at this time.

3) Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package and a 30-day notice once property has been acquired.

4) Perform decent, safe, and sanitary inspections of replacement housing in accordance with TxDOT Policy for residential displacements.

5) If a moving plan exceeds $20,000 prepare moving plan with appropriate photos and sketches along with personal property inventory to be moved for non-residential moves.

6) If a moving plan is less than $20,000, the Provider must submit an abbreviated moving plan for the business owner or tenant that includes inventory, type of move requested and project move date.

7) Request moving estimates from moving companies as needed.

8) Coordinate moves with displaced homeowners, business owners and tenants and with moving companies.

9) Maintain relocation contact logs and attends closings.

10) Prepare all relocation payment claim submissions for all displacees on parcel and request payment from Hidalgo County.

9) Condemnation Support

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
   iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
   vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney

shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.

vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.

viii) Upon assignment of a court, the County Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo Clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the City, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.

vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.

viii) Send written notices of the date of deposit to the County Administration office and all interested parties.

ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.

x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

10) Payment Schedule

1) Project Administration

a) Payment and Milestones

i) Full Project Office

(1) Lump Sum Basis (assume 1 year project presence)

(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.

(3) Remainder paid out in equal monthly installments of 15% starting the following month.

(4) Monthly billing to Hidalgo County PCT #3 will be required.

2) Title Services
   a) Payment
      i) Per Parcel basis.
   b) Milestones
      i) 100% upon securing initial title commitment.
   c) Title Policy to be paid by County.

3) Appraisal Services
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 100% paid upon delivery of complete and acceptable appraisal report

4) Appraisal Review
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 100% upon submission of ROW-A-10

5) Appraisal Update
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 100% upon delivery of complete and acceptable appraisal update.

6) Negotiation, Task, and Fees
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 60% upon presentation of initial offer.
      ii) 25% upon presentation of final offer or acceptable payment submission with clear title or confirmation that title will be clear by closing.
      iii) 15% upon recordation of all instruments.

7) Closing Service Fees
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 90% upon recordation of instrument of conveyance.
      ii) 10% upon issuance of title policy or alternative method acceptable by TxDOT.

8) Relocation Assistance
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 60% upon issuance of a 90-day notice.
      ii) 40% upon submitting proof that move is complete or that displacee has denied relocation assistance benefits.

Client: Hidalgo County

EXHIBIT C
WORK SCHEDULE
LA HOMA ROAD (SH 364) (FROM SH 495 (Mile 1) TO FM 1924 (Mile 3))

TASK AND DESCRIPTION	FIRM	2008											2009											2010				2011				2012			
		FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
CONTRACT NO. 08-031-02-12																																			
WORK AUTHORIZATION NO. 1																																			
PHASE I PLANNING & DESIGN																																			
Project Planning																																			
Obtain Right of Entry (SURVEYING)	RODS																																		
Update Planimetric and DTM files	RODS																																		
DESIGN SURVEYS	RODS																																		
EXISTING RIGHT-OF-WAY LAYOUT	RODS																																		
meetings - w/ Hidalgo County Drainage District No. 1	L&G																																		
meetings w/ City of Palmview	L&G																																		
meetings - w/ Precinct No.3	L&G																																		
Hydrologic Map	L&G																																		
Utility Coordination	L&G																																		
Coordination with TXDOT AND COUNTY	L&G																																		
Coordination with Irrigation District	L&G																																		
Schematic & Environmental Document Development																																			
Develop Schematic with outfalls	L&G																																		
Meet w/TxDOT and revise schematic as per comments	TXDOT																																		
Advertise and conduct public meeting	L&G																																		
Make revisions to schematic as per public meeting	L&G																																		
TXDOT and COUNTY approves Schematic	TXDOT																																		
Review previously completed EA																																			
Update previously completed EA																																			
Draft Environmental Document, Field Visits, etc	L&G																																		
Submit Draft EA	L&G																																		
District Review/Revisions	TXDOT																																		
ENV Review and Comments	TXDOT																																		
Revisions as per ENV comments	L&G																																		
Agency Coordination	TXDOT																																		
FHWA Review and Revisions	TXDOT																																		
Approval for Further processing	TXDOT																																		
Advertise and conduct public hearing	TXDOT																																		
FONSI issued	TXDOT																																		
PS&E Development From Mile 1 To Mile 3																																			
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																																		
COMPLETE INTERSECTION LAYOUTS	L&G																																		
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																																		
DESIGN STORM DRAIN SYSTEM	L&G																																		
DESIGN ROADWAY & BRIDGE	L&G																																		
SIGNING, PAV'T MARKINGS AND SIGNALS	TEDSI																																		
TXDOT REVIEW PLAN SUMBMITTAL	TXDOT																																		
WORK AUTHORIZATION NO. 2																																			
PHASE II RIGHT OF WAY ACQUISITION																																			
Develop ROW Map	L&G																																		
ROW Map Submitted to TXDOT for Review	L&G																																		
Map Approved by TXDOT	TXDOT																																		
ROW Released by TXDOT	TXDOT																																		
NEW CONTRACT - WORK AUTH. TO BE ISSUED																																			
ROW Acq & Const Mngmt & Insp																																			
ROW Acquisition & Compensible Utilities	L&G																																		
Project Administration	L&G																																		
Coordination with County and TxDOT	L&G																																		
Preliminary Administrative & Acquisition Process	L&G																																		
Title Commitments	L&G																																		
Appraisal Reports	L&G																																		
Appraisal Review Reports	L&G																																		
Appraisal Update Reports	L&G																																		
Approved Values by TXDOT	L&G																																		
Acquisition Negotiation Offers	L&G																																		
Title Curative Process	L&G																																		
Title Commitment Updates	L&G																																		
Payments for Parcels	L&G																																		
Condemnation Support Process	L&G																																		
Eminent Domain Proceedings by COUNTY	L&G																																		
Title Insurance Policies - Negotiations/ED	L&G																																		
Consummation of Outstanding Cases	L&G																																		
Construction Inspection	TxDOT/L&G																																		
Construction Management	TxDOT/L&G																																		

Dec.
May
Feb.
Feb.
Feb

APPROX. 14 MONTHS FOR CONSTRUCTION

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
ROW ENGINEERING FUNCTION

2:50 PM1/11/2012

EXHIBIT D
CONTRACT RATES

L & G Engineering

Transportation Consulting Engineers

Audited Overhead Rates 2009

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 72.00	$ 210.96	$ 217.29	$ 223.81
Senior Engineer	$ 60.00	$ 175.80	$ 181.07	$ 186.51
Project Engineer	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Design Engineer	$ 38.00	$ 111.34	$ 114.68	$ 118.12
EIT	$ 26.00	$ 76.18	$ 78.47	$ 80.82
Senior Engineer Tech	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Engineer Tech	$ 24.00	$ 70.32	$ 72.43	$ 74.60
CADD Operator	$ 21.00	$ 61.53	$ 63.38	$ 65.28
ROW Administrator	$ 34.00	$ 99.62	$ 102.61	$ 105.69
ROW Negotiator	$ 31.00	$ 90.83	$ 93.55	$ 96.36
Biologist	$ 16.00	$ 46.88	$ 48.29	$ 49.73
Senior Environmental Scientist/Specialist	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Environmental Secientist/ Specialist	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Admin/Clerical	$ 18.00	$ 52.74	$ 54.32	$ 55.95

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Approved (JG) 07/15/2011
Revision No. 4

EXHIBIT D-1
PROJECT FACT SHEET
LA HOMA ROAD (As per Location Map)

ROADWAY PROJECT:	La Homa Road	
LIMITS:	SH 495 (Mile 1) to FM 1924 (Mile 3)	
EXISTING ROADWAY SECTION:	variable 20' - 22' - Rural	
EXISTING ROW WIDTH:	50-80 Varies	
PROPOSED ROADWAY SECTION:	4-lane urban (84' f-f)	
PROPOSED ROW WIDTH:	100-ft	
ESTIMATED CONSTRUCTION COST	$7,875,000.00	
LENGTH:	2.25 Miles	
ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
PREVIOUS CONTRACT NO. 08-031-02-12		
PHASE I - PLANNING & DESIGN **WORK AUTHORIZATION NO. 1**		
Schematic		$ 157,500.00
Field Surveys for Schematic		$ 36,000.00
Environmental Assessment (includes Historical and Archival)		$ 75,000.00
Public Involvement for County (I public meeting and I public hearing)		$ 25,000.00
Field Surveys for Design and Construction		$ 50,000.00
PS&E Development (8% of Const)		$ 630,000.00
Signal Design		$ 60,000.00
SUB-TOTAL BUDGET FY 2008	$ -	**$ 1,033,500.00**
PHASE I I- ROW MAPPING & UTILITIES **WORK AUTHORIZATION NO. 2**		
Compensible Utilities, Management Oversight	$ -	$ 259,244.56
ROW Map		$ 195,000.00
SUB-TOTAL BUDGET FY 2009	$ -	**$ 454,244.56**
PROPOSED NEW CONTRACT (PENDING NO. BY COUNTY)		
PHASE I I I- ROW ACQUISTION **WORK AUTHORIZATION NO.1**		
Right-of-Way Costs - Acq.Services @ (est. 70 Parcels @ $12,500/Parcel Avg.)		$ 875,000.00
Roadway Right-of-Way Costs - (8.56 acres @ $3.5/sq ft)	$ 1,930,494.00	$ 400,000.00
REVISED CONSTRUCTION COST AFTER PLANS 90% COMPLETE	$ 6,387,369.00	
ROADWAY CONSTRUCTION Construction Engineering	$ 319,368.00	
TxDOT Construction Contingencies	$ 415,179.00	
L&G Construction Management (including inspection) (18 MONTHS)		$ 108,000.00
SUB-TOTAL BUDGET FY 2012	**$ 734,547.00**	**$ 1,383,000.00**
SUB-TOTAL	$9,786,957.00	$ 2,870,744.56
TOTAL PROJECT CONSTRUCTION COST		**$ 12,657,701.56**

L&G Engineering Proposed Engineering Fee and County expenses for project Per Phases

SH 364 (La Homa)

CONTRACT NO. 08-031-02-12

Work Authorization No. 1	**FY 08**	$ 1,033,500.00	ISSUED
Work Authorization No. 2	**FY 09**	$ 454,244.56	ISSUED

PROPOSED NEW CONTRACT (PENDING NO. BY COUNTY)

Work Authorization No. 1	**FY 11**	$ 983,000.00	NOT -ISSUED
TOTAL		$ 2,470,744.56	

State/MPO Estimated Cost

Local Estimated Cost

Total Project Estimated Cost

HIDALGO COUNTY

Professional Engineering Services

Contract # C- 00-000-00-00

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. 1

SAMPLE

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide _____
_____
_____
_____.

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County _____, Commissioner _____ as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY COMMISSIONER PCT. NO. 3

BY:_____
Commissioner Joe Flores

DRAFT

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:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2011 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

SAMPLE

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2011

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:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956871286
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Insurance Com	33138
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Hartford Casualty Ins Co	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: L&G Consulting Engineers, Inc.
dba L&G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

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	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE	$2,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	[X] BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2011	07/19/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	TSF00010203000	07/23/2011	07/23/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	
A	Pollution Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	

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

** Workers Comp Information **
Voluntary Compensation
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
Marth L Salazar, CPPB
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

Brian E Lewis

DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation

** Supplemental Name **
First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC,L & G Consulting Engineers, In

Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.
Waiver of Subrogation in favor of Certificate Holder.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-312-02-07
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the Right-of-Way Acquisition Services and Construction Management (including Inspection) for the La Homa Project (SH 364) from SH 495 (Mile 1) to FM 1924 (Mile 3).

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 **$983,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" - Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 1-1342-431-00-123-05-0-711
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, as identified on *EXHIBIT "C" – Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on December 6, 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

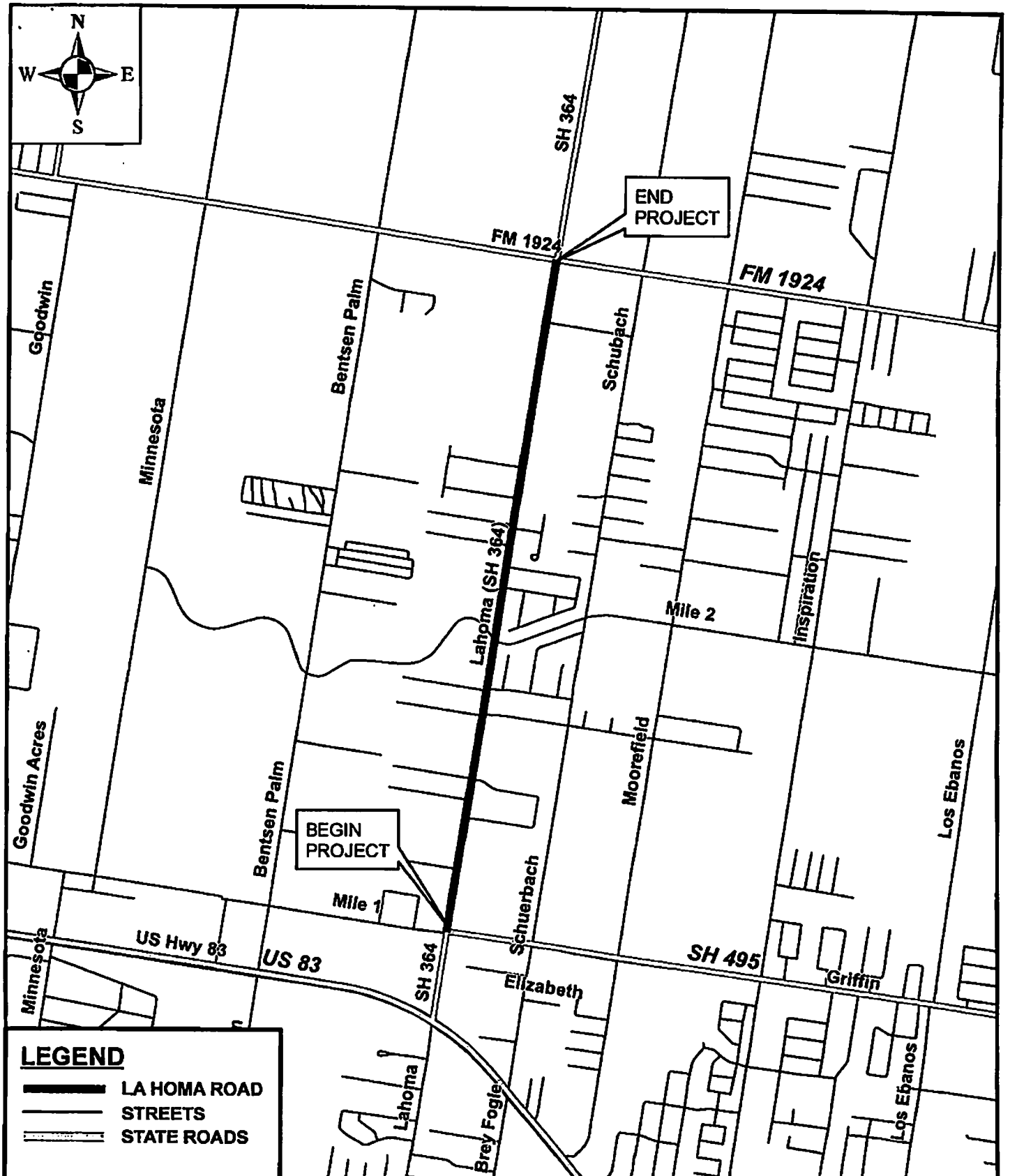
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D - Project Fee Schedule
Exhibit D-1 ROW Acquisition Fee Schedule



G:\EA MAPS\LA HOMA RD

11-10-08

EXHIBIT "A"

Services to be provided by the Owner

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SERVICES TO BE PROVIDED BY ENGINEER

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services Provided by the Engineer" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: 2966-01-012

Project/Description: Right-of-Way Acquisition Services for SH 364 (La Homa)

Length: 1.99 Miles

Highway: SH 364 (La Homa)

Limits: From SH 495 (Mile 1) to FM 1924 (Mile 3)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

NOTES

FC 600 – ACQUISITION PROVIDER SERVICES

(Services to be provided by L&G Engineering)

1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with County personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to The State of Texas. Written approval by the State required for any exception.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) The initial offer must include copies of all related appraisal reports prepared in the previous ten years that were produced or acquired by the acquiring agency and be sent to the property owner by certified mail, return receipt requested. Must include landowner bill of rights, brochures, a draft conveyance document, and the Acknowledgment of Receipt of Appraisal. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 70 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services

1) There are an estimated 4 relocations or displacements for this contract and L&G will provide relocation advisory services as needed.

2) L&G will notify all property owners and potential displacees of eligibility for relocation assistance and provide them with a Relocation Assistance Brochure at time of initial contact. If possible, will advise displacee of preliminary relocation benefits at this time.

3) Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package and a 30-day notice once property has been acquired.

4) Perform decent, safe, and sanitary inspections of replacement housing in accordance with TxDOT Policy for residential displacements.

5) If a moving plan exceeds $20,000 prepare moving plan with appropriate photos and sketches along with personal property inventory to be moved for non-residential moves.

6) If a moving plan is less than $20,000, the Provider must submit an abbreviated moving plan for the business owner or tenant that includes inventory, type of move requested and project move date.

7) Request moving estimates from moving companies as needed.

8) Coordinate moves with displaced homeowners, business owners and tenants and with moving companies.

9) Maintain relocation contact logs and attends closings.

10) Prepare all relocation payment claim submissions for all displacees on parcel and request payment from Hidalgo County.

9) Condemnation Support

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
   iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
   vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney

shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.

vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.

viii) Upon assignment of a court, the County Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo Clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the City, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.

vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.

viii) Send written notices of the date of deposit to the County Administration office and all interested parties.

ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.

x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

10) Payment Schedule

1) Project Administration

a) Payment and Milestones

i) Full Project Office

(1) Lump Sum Basis (assume 1 year project presence)

(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.

(3) Remainder paid out in equal monthly installments of 15% starting the following month.

(4) Monthly billing to Hidalgo County PCT #3 will be required.

2) Title Services
   a) Payment
      i) Per Parcel basis.
   b) Milestones
      i) 100% upon securing initial title commitment.
   c) Title Policy to be paid by County.

3) Appraisal Services
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 100% paid upon delivery of complete and acceptable appraisal report

4) Appraisal Review
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 100% upon submission of ROW-A-10

5) Appraisal Update
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 100% upon delivery of complete and acceptable appraisal update.

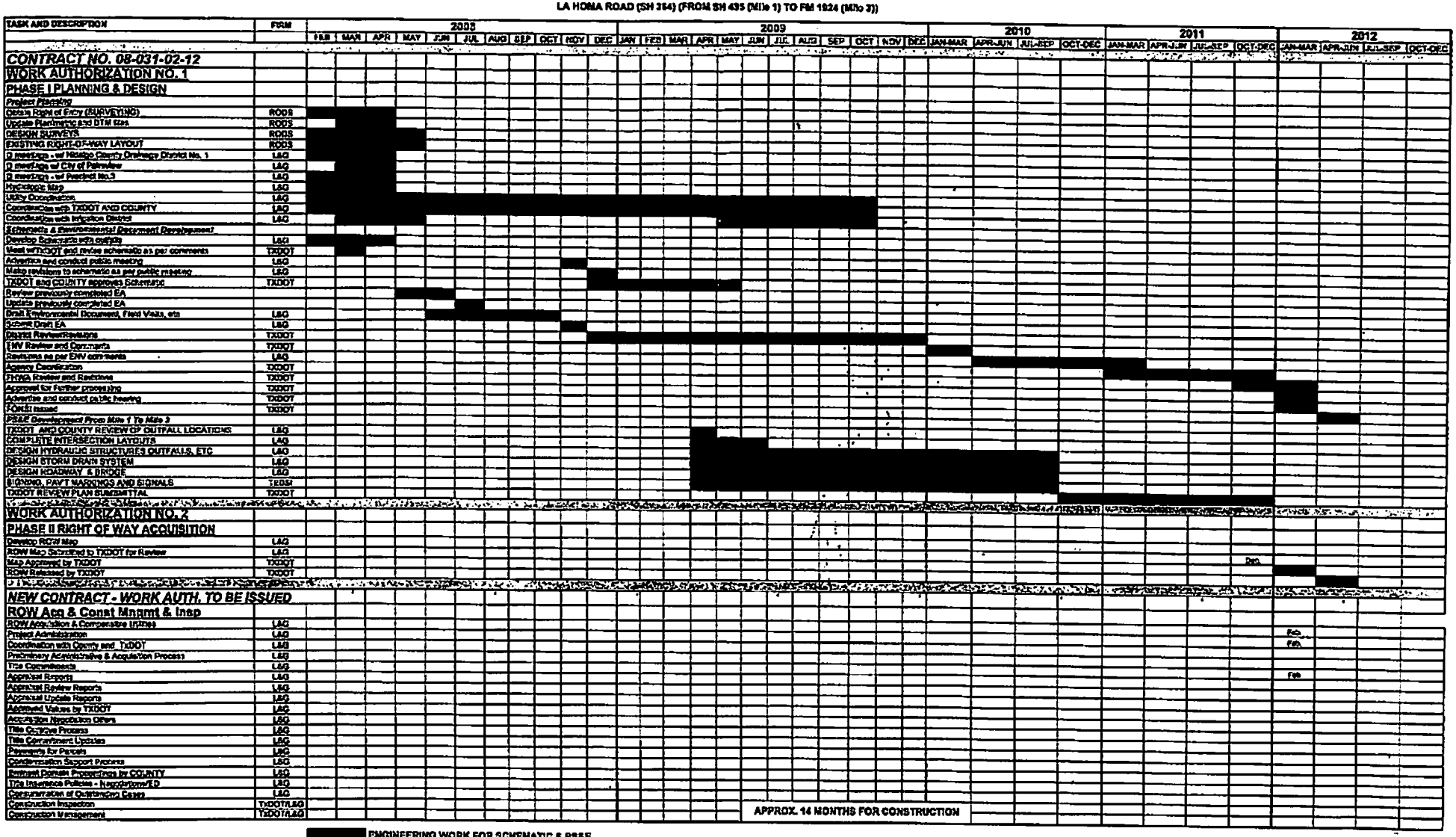
6) Negotiation, Task, and Fees
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 60% upon presentation of initial offer.
      ii) 25% upon presentation of final offer or acceptable payment submission with clear title or confirmation that title will be clear by closing.
      iii) 15% upon recordation of all instruments.

7) Closing Service Fees
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 90% upon recordation of instrument of conveyance.
      ii) 10% upon issuance of title policy or alternative method acceptable by TxDOT.

8) Relocation Assistance
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 60% upon issuance of a 90-day notice.
      ii) 40% upon submitting proof that move is complete or that displacee has denied relocation assistance benefits.

Client: Hidalgo County

EXHIBIT C
WORK SCHEDULE
LA HOMA ROAD (SH 364) (FROM SH 495 (Mile 1) TO FM 1924 (Mile 3))



2.50 Form 1/2012

EXHIBIT D
PROJECT FACT SHEET
LA HOMA ROAD (As per Location Map)

ROADWAY PROJECT:	La Homa Road
LIMITS:	SH 495 (Mile 1) to FM 1924 (Mile 3)
EXISTING ROADWAY SECTION:	variable 20' - 22' - Rural
EXISTING ROW WIDTH:	50-80 Varies
PROPOSED ROADWAY SECTION:	4-lane urban (84' f-f)
PROPOSED ROW WIDTH:	100-ft
ESTIMATED CONSTRUCTION COST	$7,875,000.00
LENGTH:	2.25 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
PREVIOUS CONTRACT NO. 08-031-02-12		
PHASE I - PLANNING & DESIGN **WORK AUTHORIZATION NO. 1**		
Schematic		$ 157,500.00
Field Surveys for Schematic		$ 36,000.00
Environmental Assessment (includes Historical and Archival)		$ 75,000.00
Public Involvement for County (I public meeting and I public hearing)		$ 25,000.00
Field Surveys for Design and Construction		$ 50,000.00
PS&E Development (8% of Const)		$ 630,000.00
Signal Design		$ 60,000.00
SUB-TOTAL BUDGET FY 2008	$ -	$ 1,033,500.00
PHASE I I- ROW MAPPING & UTILITIES **WORK AUTHORIZATION NO. 2**		
Compensible Utilities, Management Oversight	$ -	$ 259,244.56
ROW Map		$ 195,000.00
SUB-TOTAL BUDGET FY 2009	$ -	$ 454,244.56
PROPOSED NEW CONTRACT (PENDING NO. BY COUNTY)		
PHASE I I I- ROW ACQUISTION **WORK AUTHORIZATION NO.1**		
Right-of-Way Costs - Acq.Services @ (est. 70 Parcels @ $12,500/Parcel Avg.)		$ 875,000.00
Roadway Right-of-Way Costs - (8.56 acres @ $3.5/sq ft)	$ 1,930,494.00	$ 400,000.00
REVISED CONSTRUCTION COST AFTER PLANS 90% COMPLETE	$ 6,387,369.00	
ROADWAY CONSTRUCTION Construction Engineering	$ 319,368.00	
TxDOT Construction Contingencies	$ 415,179.00	
L&G Construction Management (including inspection) (18 MONTHS)		$ 108,000.00
SUB-TOTAL BUDGET FY 2012	$ 734,547.00	$ 1,383,000.00
SUB-TOTAL	[illegible]	[illegible]
TOTAL PROJECT CONSTRUCTION COST		$ 12,657,701.56

L&G Engineering Proposed Engineering Fee and County expenses for project Per Phases

SH 364 (La Homa)

CONTRACT NO. 08-031-02-12				
Work Authorization No. 1	FY 08	$	1,033,500.00	ISSUED
Work Authorization No. 2	FY 09	$	454,244.56	ISSUED
PROPOSED NEW CONTRACT (PENDING NO. BY COUNTY)				
Work Authorization No. 1	FY 11	$	983,000.00	NOT -ISSUED
TOTAL		$	2,470,744.56	

State/MPO Estimated Cost

Local Estimated Cost

Total Project Estimated Cost

EXHIBIT "D-1"

FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

SH 364 (La Homa)
Limits: From SH 495 (Mile 1) to FM 1924 (Mile 3)
CSJ: 2966-01-012

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Attachment D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 3- on a percent complete basis as approved by Hidalgo County Pct. 3.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Pct. 3. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/ Business)	Grand Total of Task
70	$4,700.00	$600.00	$2,700.00	$800.00		$3,500.00	$200.00		
Sub Total of Tasks	$329,000.00	$42,000.00	$189,000.00	$56,000.00	•	$245,000.00	$14,000.00	**	**$875,000.00**

(*) Appraisal Update costs included in Project Administration
(**) Relocation assistance cost for 4 relocations or displacements included in Project Administration
•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

$875,000.00

AI-30782 **23. D. 2.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Accept and approve final negotiated "On-Call" professional appraisal services agreement on an as needed basis with Leonel Garza Jr. & Associates, LLC for, "Various Projects" for Precinct No. 3 as ranked/approved for negotiations on CC 12/12/11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-123-005-0-711

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

BUDGETARY IMPACT:

Services are on an as needed basis. Funding will be appropriated once specific projects have been identified and approved.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/26/2012 04:55 PM
Budget & Management	Merlen P. Munoz	01/27/2012 08:04 AM
Perla Lopez	Perla Lopez	01/30/2012 11:28 AM
Auditor's Office	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Rocio Villarreal Started On: 01/25/2012 03:55 PM

Final Approval Date: 01/31/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-11-328-02-07

THIS AGREEMENT is made effective the 7th day of **February, 2012**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **"All Project for Precinct No. 3" (on an as needed basis)**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Service," and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, The Professional Services Procurement Act, Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County, The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 3 as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser." In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become **NULL and VOID**. If such Purchase Order becomes **NULL and VOID** and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provided the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate **One (1) Year** from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 20, hereof.

4. **Progress**. Upon acceptance of a work order, the Appraiser shall undertake and complete the

authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B"- Basis for Payment. If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting**. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** The County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

11. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act

contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

17. Venue. 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.

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a

cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. 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 Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr. & Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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.

21. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

22. Binding Contract. This Contract 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 contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be

appropriate.

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

25. Commitment of Current Revenues. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Appraiser.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

Request for Qualifications (RFQ) Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

January 18, 2011

_____
_____
_____
_____

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Real Estate Appraisers-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2011-003-02-02-SMA

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Real Estate Appraisers-Pool"
RFQ No: 2011-003-02-02-SMA

1. **Request for Qualifications Letter, consists of _1_ page.**
2. **Request for Qualifications, Legal Notice, consisting of _7_ pages.**
3. **Exhibit "A", Requirements, consisting of _7_ pages.**
4. **Exhibit " B", Evaluation Criteria, consisting of _2_ pages.**
5. **Exhibit "C", Insurance Requirements, consisting of _4_ pages.**
6. **Exhibit "D", CIQ Conflict of Interest Questionnaire, consists of_1_page.**
7. **Exhibit "E", Proposer's Affidavit, consists of _1_ page.**
8. **Vendor/Bidder Application and W-9 form consisting of__6___ pages.**
9. **Certification Regarding Debarment, consists of _1_ page.**
10. **Attachment "A"-Documentation required on Bldg., Road & Bridge Construction Project consists of _1__page.**
11. **Attachment "B"-Procurement Form, consists of __1__ page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 18, 2011
Date

LEGAL NOTICE

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE APPRAISERS-POOL"

RFQ No. 2011-003-02-02-SMA

RFQ No: 2011-003-02-02-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 292-7000 ext. 4865

REQUEST FOR QUALIFICATIONS

Hidalgo County
REAL ESTATE APPRAISERS - POOL

(Including all funding sources, Programs, and Entities)

February 02, 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

1. **Sealed Statements of Qualifications** will be received for **"Real Estate Appraisers - 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. 2011-003-02-02-SMA "Real Estate Appraisers 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, February 02, 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 RFQ's and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 26, 2011 at 5:00 p.m. Responses will be sent to all applicants by **Friday, January 28, 2011. 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 RFQ's 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 - **"Real Estate Appraisers 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.	**February 02, 2011**
Award of Contract	2011
Commence Work or Deliver Products	2011

16. **~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participating firms are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance

with Tex. Loc. Govt. Code Chapter 171.

18. **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery

and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
Real Estate Appraisers Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)
RFQ No: 2011-003-02-02-SMA

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

"REAL ESTATE APPRAISERS-POOL"

RFQ No. 2011-003-02-02-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for February 09, 2011 and ending February 08, 2012.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "REAL ESTATE APPRAISERS 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, FEBRUARY 02,2011. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:
RFQ Number: 2011-003-02-02-SMA

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 Sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday,January 26, 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 28, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit 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 of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

A. Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the per formance of similar services for public entities. This should also include the following information:

1) Copy of current license certification with the state seal
2) History certification from the Texas Appraiser Licensing & Certification Board.
3) General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires ONE (1) ORIGINAL SUBMITTAL, SEVEN (7) COPIES AND TWO (2) CD IN PDF FORMAT.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) *Responsiveness:* 30 points
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) *Firm Capabilities:* 45 points
   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) *Staffing:* 15 points
   a) Required discipline skills
   b) Key personnel
   c) Qualifications of personnel

4) *Equal Opportunity Employer* 05 points

5) *Meets minimum Hidalgo County Insurance Requirements* 05 points

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court and/or the User Department in need of Real Estate Appraiser Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2) Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;

3) A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies and two (2) CD in PDF Format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.

RFQs must be submitted by no later than 9:30 a.m. on Wednesday, February 02, 2011.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "B"

EVALUATION CRITERIA

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE APPRAISERS-POOL"

RFQ No. 2011-003-02-02-SMA

EXHIBIT "B"

EVALUATION CRITERIA
REAL ESTATE APPRAISERS POOL
RFQ No. 2011-003-02-02-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity – Brevity
   F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeless of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. STAFFING (15) POINTS

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER (05) POINTS

5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05) POINTS

GRAND TOTAL 100 Points

Selection Criteria	Points	Score
1. RESPONSIVENESS ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. STAFFING-------- (15 pts)		
➢ Required discipline skills	5	
➢ Key personnel	5	
➢ Qualification of personnel	5	
Comments/Rationale For Points:		TOTAL
4. EQUAL OPPORTUNITY EMPLOYER ----- (05 pts)	5	
Comments/Rationale For Points:		TOTAL
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE APPRAISERS-POOL"

RFQ No. 2011-003-02-02-SMA

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					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	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONAIRE

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE APPRAISERS-POOL"

RFQ No. 2011-003-02-02-SMA

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.

OFFICE USE ONLY

Date Received

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.

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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

"REAL ESTATE APPRAISERS-POOL"

RFQ No. 2011-003-02-02-SMA

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS 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__

VENDORS APPLICATION & W-9 FORMS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE APPRAISERS- POOL"

RFQ No. 2011-003-02-02-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

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

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE APPRAISERS- POOL"

RFQ No. 2011-003-02-02-SMA

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

ATTACHMENT "A"

DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE APPRAISERS- POOL"

RFQ No. 2011-003-02-02-SMA

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS			"X" Denotes Where Applicable		
Item #	Document Required for Payment	DOCUMENT SOURCE	New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS			"X" Denotes Where Applicable		
Item #	Document Required for Payment	DOCUMENT SOURCE	New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT IN PROCESS			"X" Denotes Where Applicable		
Item #	Document Required for Payment	DOCUMENT SOURCE	New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT "B"
PROCUREMENT FORM

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE APPRAISERS- POOL"

RFQ No. 2011-003-02-02-SMA

ATTACHMENT "B"
PROCUREMENT FORM
HIDALGO COUNTY
REAL ESTATE APPRAISERS- POOL
RFQ NO: 2011-003-02-02-SMA

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 "A"

Services to be provided by Appraiser

EXHIBIT "B"

Fee Schedule

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2802 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 Ext. 4868	**Date Submitted:**	January 20, 2012
Re:	**Appraisal Proposal – Precinct No. 3**	**CC:**	Rocio Villarreal, CPPB / Contract Manager

Mrs. Villarreal:
As per email from Rocio Villarreal, Contracts Manager, on January 18, 2011, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 3 (on an as needed basis) The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

Appraisal Report Cost	**$2,000.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Precinct and or other County agencies involved in the project.
Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate $150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate $250.00 Per Hour (Plus Expenses)** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

January 20, 2012

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 3. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Precinct as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "C"

Insurance Requirements

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2012

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
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Enedelia Hernandez
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: nellieh@shepins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Insurance Group	0029
INSURER B:	State Automobile Mutual Ins Co	
INSURER C:	Hartford Ins Co of the Midwest	37478
INSURER D:	Underwriters at Lloyds London	
INSURER E:		
INSURER F:		

INSURED Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
McAllen, TX 78504

COVERAGES CERTIFICATE NUMBER: 2012-13 All Lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			65 SBA ZS5869	11/14/2011	11/14/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP2325081	05/23/2011	05/23/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			65 SBA ZS5869	11/14/2011	11/14/2012	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ 0
C	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		65WBCAE1721	01/11/2012	01/11/2013	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	Professional Liability			ME11074	05/18/2011	05/18/2012	$1,000,000 Each Wrongful Act $1,000,000 Policy Aggregate $5,000 Deductible per Claim	

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

Certificate Holder is named as additional insured & 30 day NOC on the General Liability, Business Automobile & Professional Liability polices per written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Business 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

Kent Shepard/CL21

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AI-30663 **23. E. 1.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Plans and Specifications for the construction of Hidalgo County Precinct No. 4 "Design and Construction of a New Multipurpose Facility / Mechanical Shop" with authority to advertise for Competitive Sealed Proposals.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720

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

BUDGETARY IMPACT:

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	01/23/2012 08:56 AM
Purchasing Department	Marty Salazar	02/03/2012 11:32 AM
Purchasing Department	Marty Salazar	02/03/2012 04:59 PM

Form Started By: Moises Salazar Started On: 01/18/2012 04:55 PM

Final Approval Date: 02/03/2012

AI-30845 **24. D.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Cause no. CL-09-1306-B; Fernando Elizondo v. Daniel Rodriguez v. Ernesto Solis.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/31/2012 01:09 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Angela Garcia Started On: 01/31/2012 01:01 PM

Final Approval Date: 01/31/2012

AI-30846 **25. D.**

CC REGULAR

Meeting Date: 02/07/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Cause no. CL-09-1306-B; Fernando Elizondo v. Daniel Rodriguez v. Ernesto Solis.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/31/2012 01:09 PM
Purchasing Department	Angela Garcia	01/31/2012 04:04 PM

Form Started By: Angela Garcia Started On: 01/31/2012 01:02 PM

Final Approval Date: 01/31/2012