AI-31330 **6. B.**

CC REGULAR

Meeting Date: 03/13/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to clarify the amounts of grants submitted for the following:
Fund Source: DJ-Edward Byrne Memorial Justice Assistance Grant Program
Project Title: Community Safety and Security Project
Amount Requested: $850,000.00
No Matching Funds Required

Fund Source: JA-Juvenile Justice and Delinquency Prevention Allocation to States
Project Title: Young Adult Re Energizing Project
Amount Requested: $315,000.00
No Matching Funds Required

BACKGROUND

Amts. original requested were $350,000.00 and $ 230,000.00 respectively

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	03/02/2012 02:57 PM
Erika Zamora	Erika Zamora	03/08/2012 01:57 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

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

Final Approval Date: 03/09/2012

AI-31327 **6. C.**

CC REGULAR

Meeting Date: 03/13/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by the Edinburg Chamber of Commerce to use the town square for the 44th Annual Fiesta Edinburg Celebrations to be held on Saturday, March 31, 2012 (event cancelled in February due to weather)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

ins

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 02:12 PM
Erika Zamora	Erika Zamora	03/02/2012 02:38 PM
Auditor's Office	Arcilia Duran	03/06/2012 04:55 PM
Purchasing Department	Marty Salazar	03/07/2012 11:08 AM

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

Final Approval Date: 03/07/2012

Edinburg Chamber of Commerce

602 W. University Dr./P.O. Box 85
Edinburg, TX 78540
Phone: 956-383-4974
Fax: 956-383-6942

Fax Transmittal Form

To

Name: Monica Bodillo

Organization Name/Dept:

Phone number:

Fax number:

From

Letty Gonzalez

Phone: 956-383-4974

Fax: 956-383-6942

Urgent ☐
For Review ☐
Please Comment ☐
Please Reply ☐

Date sent:

Time sent:

Number of pages including cover page: 2

This facsimile transmission (and/or the documents accompanying it) may contain confidentiality information belonging to the sender, which is protected by member/client privilege. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying distribution or the taking of any action on the contents of this information is strictly prohibited. If you have received this information in error, please immediately notify us so that we may arrange for the return of the document. Thank you.

Message:

Thank you Monica. I will be at meeting if everything goes O.K. :)

Certificate of Insurance

This certifies that

- ☐ **State Farm Fire and Casualty Company,** Bloomington, Illinois
- ☐ **State Farm General Insurance Company,** Bloomington, Illinois
- ☐ **State Farm Fire and Casualty Company,** Aurora, Ontario
- ☐ **State Farm Florida Insurance Company,** Winter Haven, Florida
- ☒ **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **Edinburg Chamber Of Commerce**

Address of policyholder **P.O. Box 85, Edinburg TX 78540**

Location of operations **602 W University, Edinburg TX 78539**

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)	
90-KK-6536-8 L	Comprehensive Business Liability	11/17/11	11/17/12	BODILY INJURY AND PROPERTY DAMAGE	
This Insurance Includes:	☒ Products - Completed Operations ☒ Contractual Liability ☒ Personal Injury ☒ Advertising Injury ☒ **Medical** ☐			Each Occurrence	$ 1,000,000.00
				General Aggregate	$ 2,000,000.00
				Product - Completed Operations Aggregate	$ 2,000,000.00
Policy Number	**EXCESS LIABILITY**	**Policy Period Effective Date**	**Policy Period Expiration Date**	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	☐ Umbrella ☐ Other			Each Occurrence	$
				Aggregate	$
		Policy Period Effective Date	**Policy Period Expiration Date**	Part I - Workers Compensation - Statutory	
	Workers' Compensation and Employers Liability			Part II - Employers Liability	
				Each Accident	$
				Disease - Each Employee	$
				Disease - Policy Limit	$
Policy Number	**Type of Insurance**	**Policy Period Effective Date**	**Policy Period Expiration Date**	**Limits of Liability (at beginning of policy period)**	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

County of Hidalgo
100 E. Cano St.
Edinburg, Texas 78539

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder **30** days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Sam Saldivar by Veronica Ortiz
Signature of Authorized Representative

Agent/LSA5 — Title
10/21/11 — Date

Sam Saldivar
Agent Name

Telephone Number **(956) 383-4312**

Agent's Code Stamp		
Agent Code	S. Saldivar	53-8259
AFO Code	RGV	F116

1001260

105599.10 08-28-2009

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

February 29, 2012

Honorable Judge Ramon Garcia
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the rescheduling of the 44th Annual Fiesta Edinburg Celebrations on Saturday, March 31, 2012 at 10:00 a.m. Due to the rain, we were not able to have our parade in February. The parade is scheduled to begin at the county square and South on Closner ending at Cats Stadium on East Palm Drive. We will begin setting up at 8:00 a.m.

Thank you in advance for your cooperation. If you have any questions, please call me at 383-4974.

Sincerely,

Letty Gonzalez
President

AI-31317 **6. D.**

CC REGULAR

Meeting Date: 03/13/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
1. Approval of Annual Fee for DSHS Tier 2 Chemical Inventory Report Program regarding storage of hazardous materials under the Community Right to Know Act. Total Fee is $100.00 for 9 county facilities.

2. Approval of Annual Assessment Fee for Water Rights from TCEQ's Rio Grande Watermaster Program. Hidalgo County holds water rights for 15.255 acre/feet water for industrial purposes. Fee is $54.77.

BACKGROUND

2-1100-413-00-125-001-0-890

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-413-00-125-001-0-890

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

BUDGETARY IMPACT:

Funds available as of 3/8/12 $154.77.

Attachments

backup
backup
backup
backup
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 11:45 AM
Erika Zamora	Erika Zamora	03/08/2012 01:49 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Monica Badillo Started On: 03/02/2012 10:19 AM

Final Approval Date: 03/09/2012

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

December 19, 2011

COUNTY OF HIDALGO
Attn: Health & Safety Personnel
100 EAST CANO
EDINBURG, TX 78539

Fee Payment Form & Instructions:

The Texas Tier Two Chemical Inventory Report for calendar year 2011 is due between January 1 and March 1 of 2012. The Texas Tier Two Program requires the use of the 2011 Tier2 Submit software to file your report.

Please email your submission to:

T2Sdatafiles@dshs.state.tx.us

You will need to mail in your filing fee with this Fee Payment Form to the address given below. Please verify and make needed changes to the name and address on this form. Also, please type your TXT2 number on:

(1) the subject line of your email,
(2) the check/money order memo line, and
(3) the State Fields screen in the Tier2 Submit software.

For Additional Information:

Email: tiertwohelp@dshs.state.tx.us
Web: www.texastiertwo.com

Phones: (512) 834-6603
(800) 452-2791 (Toll Free in Texas)

After you have submitted your Tier Two report, please take the short survey on our website.

Fee Questions? Our Fee Calculators are on the left hand side of our website.

Make check payable to: **Texas Department of State Health Services – ZZ109-180**

TXT2 No.: 68687 Total: $_____ Check No.:_____ No. of facilities:_____
Owner/Operator: COUNTY OF HIDALGO
Submitter Name:_____
Contact Phone No.:_____

Mailing Address Change:
_____
_____
_____

Cash Receipts – MC 2005
DSHS – Tier Two Chemical Reporting Program
PO Box 149347
Austin, TX 78714-9347

TIER II FILING CHECKLIST

1. Download current version of Tier2 Submit Software (new version is published annually). Obtain software from: www.texastiertwo.com . Scroll down to the purple icon.
2. Import previous year's Data File [Note: Report Year cannot be changed in Tier2 Submit].
3. Make changes to your report or type information, if first time filing. Note: Blue asterisks and red Xs are required fields. **Remember to sign and date this year's report on the Certification Screen.**
4. Filers for multiple facilities; for tips to save you time see the **2011 Texas Facility Submission Guide (TFSG)** (pgs.16-17) located on the home page of our website.
5. Create Data File: Click on file, create submission, choose files to validate--found set or all records are usually correct choices; Start Submission Validation. Note: See **TFSG** for common validation errors.
6. Once you pass validation, you may "Create an Electronic File."
7. Choose Desktop as the location to save your data file; File Name Suggestion: *[TXT2 Number] Tier II 2011.* Please keep the name short.
8. Open your email program and compose a new email to: T2Sdatafiles@dshs.state.tx.us
9. Include the TXT2 Number in the Subject Line of the email. Please keep the subject line entry short.
10. Attach Data File to email (please make sure your name and phone number is in the body of the email, do not attach the Tier2 Submit shortcut icon to your email).
11. Send Email.
12. An email reply will be set to you from T2Sdatafiles shortly afterwards.
13. Payment: Send Filing Fee Payment Form (FFPF) and check or money order to address at bottom of FFPF. Sorry, no credit cards accepted at this time. **Cancelled check or money order is your receipt of payment.**
14. Be sure to include the TXT2 number on check or money order and on FFPF.
15. Preprinted Filing Fee Payment Forms are usually mailed the last week of December. If yours is misplaced or your need to submit an initial filing during the year, a generic form is available on www.texastiertwo.com .
16. You are also required to send the Data File to the LEPC and local fire department for your facility. [See website for information locating LEPC's and fire departments].

RESOURCE INFORMATION:

Email: tiertwohelp@dshs.state.tx.us
Web: www.texastiertwo.com

Phones: 512-834-6603
800-452-2791 (Toll Free in Texas)

TRADE SECRET?

Please do not check the 'TRADE SECRET' box unless you have received approval from the EPA. DSHS does not substantiate trade secret claims. Forms and other information about how to report trade secrets must be obtained from EPA's Office of Emergency Management at: http://www.epa.gov/tri/report/tradesecret/ts-form2.pdf; EPCRA Call Center 800-424-9396; or EPCRA Trade Secrets, c/o CGI Federal, Inc., PO Box 10162, Fairfax, VA 22038. If your trade secret claim is substantiated by EPA, you must submit to DSHS your sanitized Tier 2 report and EPA's confirmation of your claim.

FEE INFORMATION

You may use our **Interactive Fee Calculators** on our website by accessing it through our homepage at: http://www.texastiertwo.com. We have two fee calculators located on the left hand side of the webpage, look under **Tier Two Reference Center** and select either **the Fee Calculator for Manufacturing** or the **Fee Calculator for Non-Manufacturing and Pubic Employer Facilities.**

FOR YOUR INFORMATION:

Annual and Initial Tier2 Submit data files submitted to the Texas Department of State Health Services, Tier Two Chemical Reporting Program must be accompanied by a filing fee. The filing fee for each facility's Tier Two submission is based on the facility's **N**orth **A**merican **I**ndustrial **C**lassification **S**ystem (**NAICS**) Code and the **number of hazardous chemicals** reported. Facilities in Texas may find their 6-digit NAICS code on their **Employer's Quarterly Report** (Form C-3) **Box 5** issued by the Texas Workforce Commission. You may want to consult the person who handles your facility's payroll accounts.

If you own or operate a **MANUFACTURING FACILITY** (NAICS Codes 31000-33999), consult the following table to determine the appropriate fee:

MANUFACTURING FACILITY

Number of hazardous chemicals	Fee
25 or less	$100.00
26-50	$200.00
51-75	$300.00
76-100	$400.00
101 or greater	$500.00

If you own or operate a **NON-MANUFACTURING FACILITY** or operate a **PUBLIC EMPLOYER FACILITY** (i.e., government facility, or other tax-base supported facility), consult the following table to determine the appropriate fee:

NON-MANUFACTURING FACILITY OR PUBLIC EMPLOYER FACILITY

Number of hazardous chemicals	Fee
75 or less	$50.00
76 or greater	$100.00

If you are required to submit an electronic Tier2 Submit data file for more than one facility, you may **CONSOLIDATE** a **LIMITED NUMBER** of facilities under a single filing fee **ONLY** if **ALL** of the following criteria are met:

- Each facility must have the **SAME OPERATOR and TXT2 NUMBER.**
- Each facility must have **NO MORE THAN 24 REPORTABLE CHEMICALS.**
- **NO MORE THAN 2 MANUFACTURING FACILITIES** (NAICS Code 31000-33999) can be consolidated under a single filing fee of **$100.**
- NO MORE THAN 7 NON-MANUFACTURING FACILITIES or PUBLIC EMPLOYER FACILITIES can be consolidated under a single filing fee of $50.

Facility Name: HIDALGO COUNTY PRECINCT 1

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 1
Dept: SUNRISE HILL- SANITATION
MILE 11 NORTH & 1 1/2 WEST
MERCEDES, TX 78570 USA
County: HIDALGO
Number of employees: 18
MAILING ADDRESS: 1902 JOE STEPHENS SUITE 101
WESLACO, TX 78596 USA

IDENTIFICATION NUMBERS:
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

CONTACT INFORMATION:

COUNTY, HIDALGO
Title: GOVERNMENT Contact Type 1: Owner / Operator
Address: 1304 South 25th St., EDINBURG, TX, 78539
USA
Phones: Work: 956-318-2840 ext. 260

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 2: Emergency Contact
Address: 1304 South 25th St, Edinburg, , 78539 USA
Phones: Work: 956-318-2840
Email: martin.ramirez@hchd.org

CHEMICAL DESCRIPTIONS:
[x] All chemicals in inventory are identical to last year's submission
---

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 14608 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 14608 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 7304 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: NORTHWEST OF MAIN OFFICE Amount: 1000 gallons
Container Type: A Pressure: 1 Temp: 4 Location: NORTHWEST OF MAIN OFFICE Amount: 1000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:

Facility Name: HIDALGO COUNTY PRECINCT 1

No additional chemical information is required by Texas

CHEM NAME: PETROLEUM ASPHALT (MS-1 & CRS-2)
CAS: 8052-42-4
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 83830 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 83830 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 41915 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 5 Location: NORTH SIDE OF MAIN OFFICE Amount: 5000 gallons
Container Type: A Pressure: 1 Temp: 5 Location: NORTH SIDE OF MAIN OFFICE Amount: 5000 pounds
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Confidential Chemical Storage Locations Included
[ ] EPCRA 302 Submission
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: $50

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 2, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

MARTIN RAMIREZ
Name and official title of owner/operator OR owner/operator's authorized representative

Signature

02/28/2012
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 1

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 1
Dept: MECHANIC SHOP
1902 JOE STEPHENS SUITE 101
WESLACO, TX 78596 USA
County: HIDALGO
Number of employees: 26

IDENTIFICATION NUMBERS:
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

CONTACT INFORMATION:

COUNTY, HIDALGO
Title: GOVERNMENT Contact Type 1: Owner / Operator
Address: 1304 South 25th St., EDINBURG, TX, 78539
USA
Phones: Work: 956-318-2840 ext. 260

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 2: Emergency Contact
Address: 1304 South 25th St, Edinburg, , 78539 USA
Phones: Work: 956-318-2840
Email: martin.ramirez@hchd.org

CHEMICAL DESCRIPTIONS:
[ ] All chemicals in inventory are identical to last year's submission

---

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5
[x] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [ ] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 12450 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 12450 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 12450 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: SOUTHWEST SIDE OF MECHANIC SHOP Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

Facility Name: HIDALGO COUNTY PRECINCT 1

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Confidential Chemical Storage Locations Included
[ ] EPCRA 302 Submission
[x] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: $50

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 2, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

MARTIN RAMIREZ
Name and official title of owner/operator OR owner/operator's authorized representative

Signature

02/28/2012
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 2

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 2
Dept: MECHANIC SHOP
3001 EAST STATE
PHARR, TX 78577 USA
County: HIDALGO
Number of employees: 61

IDENTIFICATION NUMBERS:
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

CONTACT INFORMATION:

COUNTY, HIDALGO
Title: GOVERNMENT Contact Type 1: Owner / Operator
Address: 1304 South 25th St., EDINBURG, TX, 78539
USA
Phones: Work: 956-318-2840 ext. 260

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 2: Emergency Contact
Address: 1304 South 25th St, Edinburg, , 78539 USA
Phones: Work: 956-318-2840
Email: martin.ramirez@hchd.org

CHEMICAL DESCRIPTIONS:
[ ] All chemicals in inventory are identical to last year's submission
---

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 29216 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 29216 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 21912 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: EAST OF MAINTENANCE SHOP Amount: 3000 gallons
Container Type: A Pressure: 1 Temp: 4 Location: SOUTH OF MAINTENANCE SHOP- ROAD & BRIDGE YARD
Amount: 1000 pounds
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

Facility Name: HIDALGO COUNTY PRECINCT 2

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 5810 pounds Max Daily Amt code: 03 (1,000 - 9,999 pounds)
Avg Amt: 5810 pounds Avg Daily Amt code: 03 (1,000 - 9,999 pounds)
Max quantity in largest container: 5810 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: EAST SIDE OF MAIN OFFICE Amount: 1000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Confidential Chemical Storage Locations Included
[ ] EPCRA 302 Submission
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: $50

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 2, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

MARTIN RAMIREZ
Name and official title of owner/operator OR owner/operator's authorized representative

Signature

02/28/2012
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 3

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 3
Dept: DRAINAGE DEPARTMENT
2800 W. FM 2221
MISSION, TX 78574 USA
County: Hidalgo
Number of employees: 6
MAILING ADDRESS: 724 NORTH BREYFOGLE
MISSION, TX 78574 USA

IDENTIFICATION NUMBERS:
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

CONTACT INFORMATION:

COUNTY, HIDALGO
Title: GOVERNMENT Contact Type 1: Owner / Operator
Address: 1304 South 25th St., EDINBURG, TX, 78539
USA
Phones: Work: 956-318-2840 ext. 260

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 2: Emergency Contact
Address: 1304 South 25th St, Edinburg, , 78539 USA
Phones: Work: 956-318-2840
Email: martin.ramirez@hchd.org

CHEMICAL DESCRIPTIONS:
[ ] All chemicals in inventory are identical to last year's submission
---

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 14608 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 14608 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 7304 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: EASTSIDE OF YARD Amount: 1000 gallons
Container Type: A Pressure: 1 Temp: 4 Location: EASTSIDE OF YARD Amount: 1000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:

Facility Name: HIDALGO COUNTY PRECINCT 3

No additional chemical information is required by Texas

CHEM NAME: GASOLINE
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 6225 pounds Max Daily Amt code: 03 (1,000 - 9,999 pounds)
Avg Amt: 6225 pounds Avg Daily Amt code: 03 (1,000 - 9,999 pounds)
Max quantity in largest container: 6225 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: EASTSIDE OF YARD Amount: 1000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Confidential Chemical Storage Locations Included
[ ] EPCRA 302 Submission
[x] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: None.

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 2, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

MARTIN RAMIREZ
Name and official title of owner/operator OR owner/operator's authorized representative

Signature

02/28/2012
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 3

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 3
Dept: PENITAS LANDFILL
0.5 MILE W OF FM 1427 ON MILITARY HIGHWAY
PENITAS, TX 78576 USA
County: Hidalgo
Number of employees: 9
MAILING ADDRESS: 724 NORTH BREYFOGLE
MISSION, TX 78574 USA

IDENTIFICATION NUMBERS:
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 2: Emergency Contact
Address: 1304 South 25th St, Edinburg, , 78539 USA
Phones: Work: 956-318-2840
Email: martin.ramirez@hchd.org

COUNTY, HIDALGO
Title: GOVERNMENT Contact Type 1: Owner / Operator
Address: 1304 South 25th St., EDINBURG, TX, 78539
USA
Phones: Work: 956-318-2840 ext. 260

CHEMICAL DESCRIPTIONS:
[x] All chemicals in inventory are identical to last year's submission
---

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 14608 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 14608 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 7304 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: NEXT TO ENTRANCE SOUTH OF OFFICE Amount: 1000 gallons
Container Type: A Pressure: 1 Temp: 4 Location: NEXT TO ENTRANCE SOUTH OF OFFICE Amount: 1000

Facility Name: HIDALGO COUNTY PRECINCT 3

gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Confidential Chemical Storage Locations Included
[ ] EPCRA 302 Submission
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: None.

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

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MARTIN RAMIREZ
Name and official title of owner/operator OR owner/operator's authorized representative

Signature

02/28/2012
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 3

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 3
Dept: ROAD AND BRIDGE
NORTH SIDE OF FM 2221 E. OF IOWA RDAD
LA JOYA, TX 78572 USA
County: HIDALGO
Number of employees: 25
MAILING ADDRESS: 724 NORTH BREYFOGLE
MISSION, TX 78574 USA

IDENTIFICATION NUMBERS:
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

CONTACT INFORMATION:

COUNTY, HIDALGO
Title: GOVERNMENT Contact Type 1: Owner / Operator
Address: 1304 South 25th St., EDINBURG, TX, 78539
USA
Phones: Work: 956-318-2840 ext. 260

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 2: Emergency Contact
Address: 1304 South 25th St, Edinburg, , 78539 USA
Phones: Work: 956-318-2840
Email: martin.ramirez@hchd.org

CHEMICAL DESCRIPTIONS:
[ ] All chemicals in inventory are identical to last year's submission
---

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 29216 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 29216 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 29216 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: NORTH EAST CORNER OF MAIN OFFICE Amount: 4000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:

Facility Name: HIDALGO COUNTY PRECINCT 3

No additional chemical information is required by Texas

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 12450 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 12450 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 12450 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: NORTH EAST CORNER OF MAIN OFFICE Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: PETROLEUM ASPHALT (MS-1 & CRS-2)
CAS: 8052-42-4
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 67064 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 67064 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 33532 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 5 Location: NORTHEAST SIDE OF MAIN OFFICE Amount: 4000 gallons
Container Type: A Pressure: 1 Temp: 5 Location: NORTHEAST SIDE OF MAIN OFFICE Amount: 4000 pounds
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Confidential Chemical Storage Locations Included
[ ] EPCRA 302 Submission
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: $50

Facility Name: HIDALGO COUNTY PRECINCT 3

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

MARTN RAMIREZ		02/28/2012
Name and official title of owner/operator OR owner/operator's authorized representative	Signature	Date signed

Facility Name: HIDALGO COUNTY PRECINCT 4

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 4
Dept: MECHANIC SHOP
1102 NORTH DOOLITTLE RD
EDINBURG, TX 78539 USA
County: HIDALGO
Number of employees: 58
MAILING ADDRESS: 1051 N. DOOLITTLE RD
EDINBURG, TX 78539 USA

IDENTIFICATION NUMBERS:
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

CONTACT INFORMATION:

COUNTY, HIDALGO
Title: GOVERNMENT Contact Type 1: Owner / Operator
Address: 1304 South 25th St., EDINBURG, TX, 78539
USA
Phones: Work: 956-318-2840 ext. 260

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 2: Emergency Contact
Address: 1304 South 25th St, Edinburg, , 78539 USA
Phones: Work: 956-318-2840
Email: martin.ramirez@hchd.org

CHEMICAL DESCRIPTIONS:
[ ] All chemicals in inventory are identical to last year's submission
---

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 146080 pounds Max Daily Amt code: 05 (100,000 - 999,999 pounds)
Avg Amt: 146080 pounds Avg Daily Amt code: 05 (100,000 - 999,999 pounds)
Max quantity in largest container: 43824 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: SOUTHSIDE OF YARD Amount: 6000 gallons
Container Type: A Pressure: 1 Temp: 4 Location: SOUTHSIDE OF YARD Amount: 6000 pounds
Container Type: A Pressure: 1 Temp: 4 Location: CENTER OF YARD Amount: 4000 pounds

Facility Name: HIDALGO COUNTY PRECINCT 4

Container Type: A Pressure: 1 Temp: 4 Location: CENTER OF YARD Amount: 4000 pounds
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 12450 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 12450 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 12450 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: EAST SIDE OF MECHANIC SHOP Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: PETROLEUM ASPHALT (MS-1)
CAS: 8052-42-4
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 41915 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 41915 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 41915 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:
Container Type: A Pressure: 1 Temp: 4 Location: EAST SIDE OF MECHANIC SHOP Amount: 5000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Confidential Chemical Storage Locations Included
[ ] EPCRA 302 Submission
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: $50.00

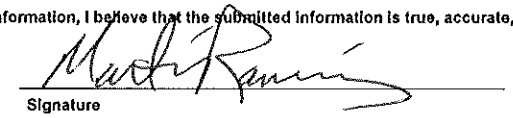
Facility Name: HIDALGO COUNTY PRECINCT 4

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

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MARTIN RAMIREZ
Name and official title of owner/operator OR owner/operator's authorized representative


Signature

02/28/2012
Date signed

Facility Name: HIDALGO COUNTY SHERIFF'S OFFICE

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY SHERIFF'S OFFICE
Dept: SHERIFF'S OFFICE
711 EAST EL CIBOLO RD.
EDINBURG, TX 78557 USA
County: HIDALGO
Number of employees: 7

IDENTIFICATION NUMBERS:
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

CONTACT INFORMATION:

COUNTY, HIDALGO
Title: GOVERNMENT Contact Type 1: Owner / Operator
Address: 1304 South 25th St., EDINBURG, TX, 78539
USA
Phones: Work: 956-318-2840 ext. 260

OZUNA, RICHARD
Title: LIEUTENANT Contact Type 1: Emergency Contact
Address: 711 EAST EL CIBOLO RD. , EDINBURG, TX, 78557 USA
Phones: 24-hour: 956-383-8114

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 2: Emergency Contact
Address: 1304 South 25th St, Edinburg, , 78539 USA
Phones: Work: 956-318-2840
Email: martin.ramirez@hchd.org

CHEMICAL DESCRIPTIONS:
[ ] All chemicals in inventory are identical to last year's submission
---

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
Max Amt: 58432 pounds Max Daily Amt code: 04 (10,000 - 99,999 pounds)
Avg Amt: 58432 pounds Avg Daily Amt code: 04 (10,000 - 99,999 pounds)
Max quantity in largest container: 29216 pounds
No. of days on-site: 365
STORAGE CODES & STORAGE LOCATIONS:

Facility Name: HIDALGO COUNTY SHERIFF'S OFFICE

Container Type: A Pressure: 1 Temp: 4 Location: EASTSIDE OF JAIL Amount: 2400 gallons
Container Type: A Pressure: 1 Temp: 4 Location: EASTSDIE OF JAIL Amount: 2400 gallons
Container Type: A Pressure: 1 Temp: 4 Location: NORTHEAST OF ADMINISTRATIVE OFFICE Amount: 1000 gallons
Container Type: A Pressure: 1 Temp: 4 Location: SOUTHSIDE OF ACADEMY Amount: 600 gallons
Container Type: A Pressure: 1 Temp: 4 Location: NORTHSIDE OF MAINTENANCE SHOP Amount: 150 gallons
Container Type: B Pressure: 1 Temp: 4 Location: SOUTHSIDE OF MAINTENANCE SHOP Amount: 4000 gallons

CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS

PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)

INVENTORY:
Max Amt: 124500 pounds Max Daily Amt code: 05 (100,000 - 999,999 pounds)
Avg Amt: 124500 pounds Avg Daily Amt code: 05 (100,000 - 999,999 pounds)
Max quantity in largest container: 124500 pounds
No. of days on-site: 365

STORAGE CODES & STORAGE LOCATIONS:
Container Type: B Pressure: 1 Temp: 4 Location: SOUTH SIDE OF MOTOR POOL Amount: 20000 gallons

CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Confidential Chemical Storage Locations Included
[ ] EPCRA 302 Submission
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

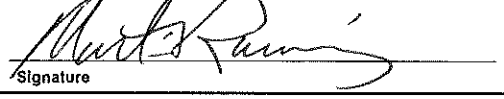
STATE / LOCAL FEES: $50.00

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

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MARTIN RAMIREZ
Name and official title of owner/operator OR owner/operator's authorized representative


Signature

02/28/2012
Date signed

TEXAS Department of State Health Services

Fee Calculator For Non-Manufacturing and Public Employer Facilities

Please fill in the answers to the following questions and the press the "Calculate Fee" button. If the answer is "0", it is not necessary to fill in the box.

1. How many facilities have 24 or fewer chemicals? 9

2. How many facilities have 25-75 chemicals? 0

3. How many facilities have 76 or more chemicals? 0

Calculate Fee **Your Fee is:** $ 100

Reset Form

Last updated July 02, 2010

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICE

COMPANY: COUNTY OF HIDALGO
ACCOUNT: 22001977

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS - PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
22001977	FEB14,12	0.00	0.00	54.77

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
OCT31,11	RGR0026110	WTR ACCT ID 0313-001 FY12 ASSESSMENT CHARGE	50.00	50.00
OCT31,11	RGR0026109	WTR ACCT ID 0313-001 FY12 AWR CHARGE AF 15.255	4.77	54.77

Rio Grande Watermaster Assessment Fee. For information concerning charges or site location, please call 1-800-609-1219 in Harlingen.

54.77

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

FEB14,12

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
22001977	54.77

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG TX 78539

0022001977 1583363 00000054770331125

PAYMENT INFORMATION

INVOICES NOT PAID BY DUE DATE WILL ACCRUE PENALTIES

DETACH PAYMENT COUPON FROM BOTTOM OF FORM AND RETURN WITH PAYMENT IN THE ENVELOPE ENCLOSED.

Your check, certified check or money order should be made payable to the **Texas Commission on Environmental Quality.** Please include your account number on your check to ensure that payment is properly credited. You may also pay this account in full by credit card or electronic check using the following internet address: ***www.tceq.texas.gov/epay/***

If you think your billing is wrong, or if you need more information about a transaction, please address your questions to:

Texas Commission on Environmental Quality
Financial Administration Division, MC-214
P.O. Box 13088
Austin, Texas 78711-3088

In your correspondence, please give us the following information:

1. **Your name and account number**
2. **The dollar amount of the suspected error**
3. **The date and reference number of the transaction(s) in question**
4. **Description of the suspected error**

The payment due date is 30 days from the invoice date. Penalty and interest charges assessed will be adjusted for fees not due. Failure to pay by the due date may result in return or denial of applications for licenses, permits, registrations, and certifications.

***** For technical questions, please call the telephone number on the front of bill. For accounting questions, please call: *****

Petroleum Storage Tank Fees	**(UST & AST)**	**512/239-0366**
Waste Fees	**(VCP, ILP, RLA)**	**512/239-0354**
	(HWG, NWG, HWF, NWF)	**512/239-0365**
	(SWD, WMS, WSS)	**512/239-0366**
	(WMB, BLP, SDP)	**512/239-0344**
	(TOX)	**512/239-0355**
Water Fees	**(GPS, GPW, CWQ, WQA, WWI, WWIR, WUF)**	**512/239-0344**
	(CRW, RGR, STX, WTR)	**512/239-0354**
	(PHS)	**512/239-0366**
Air Fees	**(AEF, EIF)**	**512/239-0366**
Admin Penalties	**(CAV, DCP, WDV, WQV, QWV)**	**512/239-0355 or 512/239-5136**
Dry Cleaning Fees	**(DCR)**	**512/239-0365**

TCEQ VIPP FORM AR41A1 02-17-2011

EXPLANATION OF CHARGES

The basis for each charge is identified by the facility, permit, application or other appropriate activity. The state fiscal year **(FY)** and the quarter of the year **(QTR)** to which the payment will be credited are shown where applicable. Delinquent fees are subject to a penalty of 5% per month for the first two months after the due date, after which an interest charge for CY 2012 of 4.25% per annum will be assessed. Delinquent administrative penalties are assessed interest charges at a rate of 6% per annum beginning 30 days after the due date.

In accordance with Government Code 2107.003(d), collection costs up to 30% may be assessed.

TCEQ understands the account party may be a debtor in a pending bankruptcy proceeding. The portion of this invoice, if any, that represents pre-petition fees due is sent for informational purposes only and is not an attempt to recover a claim against the debtor. TCEQ will file an appropriate proof of claim with the bankruptcy court for such pre-petition fees. Any post-petition fees due and owing as shown on this invoice should be paid in accordance with this invoice.

IMPORTANT: TO CHANGE A BILLING ADDRESS FOR A GPS OR GPW FEE (SEE INVOICE DESCRIPTION ON FRONT SIDE), CALL 512/239-4671 FOR GPW & CALL 512/245-0130 OR EMAIL SWPERMIT@TCEQ.TEXAS.GOV FOR GPS

PLEASE INDICATE BILLING ADDRESS CHANGE BELOW

Address: _____

City: _____

State & Zip Code: _____

Phone: ( ) _____

FAX: ( ) _____

(Note: NAME CHANGE MUST BE SUPPLIED IN WRITING.)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
PO BOX 13089
AUSTIN TX 78711-3089

AI-31298 **6. E.**

CC REGULAR

Meeting Date: 03/13/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Requesting permission to advertise/hire for the following positions:
1. Slot 74 – Maintenance I – Grade 1, Step 0 (Yardmen assigned to Courthouse grounds)
2. Slot 80 – Maintenance II – Grade 3, Step 0 (Yardmen assigned to Courthouse grounds)
3. Slot 41 – Custodian II – Grade 3, Step 0 (Custodian @HC Health Department)

BACKGROUND

Attachments

reqs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 10:42 AM
Olga Garza	Olga Garza	03/02/2012 03:01 PM
Auditor's Office	Arcilia Duran	03/06/2012 04:57 PM
Purchasing Department	Marty Salazar	03/07/2012 11:08 AM

Form Started By: Monica Badillo Started On: 03/01/2012 10:08 AM

Final Approval Date: 03/07/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Facilities Management

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Maintenance I

☐ NEW POSITION OR REPLACEMENT FOR: Leroy Garza EMPLOYEE NO 18635

DEPT NO 220 POSITION/SLOT NO 001-074

ADVERTISED SALARY: _____ OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attach

WORK LOCATION / HOURS: Facilities Management 3100 S. Bus. 281 Edg. Tx. Mon - Fri 7:00 - 4:00 p.m

CONTACT PERSON: Daniel Flores EXTENSION / PHONE NO: 289-7852

Department Head or Elected Official — Date: 3/1/12

FUNDS AVAILABLE: YES ✓ NO ____ DATE OF FUND AVAILABILITY: 3/1/12

BUDGETED SALARY, GRADE & STEP: Grade 1 Step 0

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

MAINTENANCE I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level building maintenance and construction work; Work involves assisting in maintaining and repairing buildings, utility systems, and stationary equipment, and operating motorized equipment; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, masonry, welding, carpentry, painting, electrical, mechanical, refrigeration, ventilation, or heating

May assist with the maintenance and repair of machinery, equipment, systems, or components

May maintain and repair laundry machines, kitchen equipment, boilers, and boiler feed pumps

May mow grass, edge walks and curbs, and trim shrubbery

May repair and upholster furniture

May construct and repair equipment

May perform inspections of operating machinery, equipment, and systems

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings and electrical systems

Skill in the use of tools and equipment

Ability to perform maintenance, to follow instructions, and to interpret drawings and diagrams

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

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Facilities Management

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Maintenance II

☐ NEW POSITION OR REPLACEMENT FOR: Samuel R. Leos EMPLOYEE NO 186643

DEPT NO 220 POSITION/SLOT NO 001-080

ADVERTISED SALARY: _____ OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attach

WORK LOCATION / HOURS: Facilities Management 3100 S. Bus. 281 Edg. Tx. Mon. - Fri 7:00 - 4:00 p.m.

CONTACT PERSON: Daniel Flores EXTENSION / PHONE NO: 289-7852

Department Head or Elected Official

3/1/12
Date

FUNDS AVAILABLE: YES ✓ NO ____ DATE OF FUND AVAILABILITY: 3/1/12

BUDGETED SALARY, GRADE & STEP: Grade 3 Step 0

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

MAINTENANCE II

GRADE: 03

GENERAL DESCRIPTION

Performs routine (journey-level) building maintenance and construction work; Work involves maintaining and repairing buildings, utility systems, and stationary equipment, and operating motorized equipment; May train others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, masonry, welding, carpentry, painting, electrical, mechanical, refrigeration, ventilation, or heating

Maintains records on work orders or projects

May assist with the maintenance and repair of machinery, equipment, systems, or components

May construct and repair equipment

May perform inspections of operating machinery, equipment, and systems

May make repairs to telephone systems and install wiring for new installations

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings and electrical systems

Skill in the use of tools and equipment

Ability to perform maintenance; to follow instructions; to work from drawings, diagrams, or sketches; and to train others

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

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Facilities Management

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Custodian II

☐ NEW POSITION OR REPLACEMENT FOR: Randy R. Roberts EMPLOYEE NO _____

DEPT NO 220 POSITION/SLOT NO 001-041

ADVERTISED SALARY: _____ OTHER COMPENSATION: _____ COMPENSATION TYPE: 186813

SPECIAL REQUIREMENTS: SEE ATTACH

WORK LOCATION / HOURS: Facilities Management 3105 S. Bus 281 Edinburg
Mon. - Fri. 6:00 - 3:00 p.m.

CONTACT PERSON: Daniel Flores EXTENSION / PHONE NO: 289-7852

Department Head or Elected Official

3/1/12
Date

FUNDS AVAILABLE: YES ✓ NO ____ DATE OF FUND AVAILABILITY: 3/1/12

BUDGETED SALARY, GRADE & STEP: Grade 3 Step 0

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

CUSTODIAN II

GRADE: 03

GENERAL DESCRIPTION

Performs moderately complex (journey-level) custodial work; Work involves cleaning and caring for county buildings and premises; maintaining custodial equipment; requesting supplies; and participating in performing minor building and equipment repairs and installations; May train others; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs custodial functions such as sweeping, mopping, dusting, spray waxing, and floor stripping

Performs rest room maintenance, replenishing supplies and applying cleaning chemicals as appropriate

Performs carpet maintenance

Cleans office furniture, walls, windows, and floors; and empties trash

Inspects buildings for cleanliness, completed work, and needed repairs

Coordinates operating adjustments and minor building repairs

Maintains inventory records of building property and equipment; and requisitions, receives, and maintains records of custodial equipment, materials, and supplies

May perform or oversee the performance of minor maintenance and repair work on custodial equipment

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in custodial work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of cleaning techniques and procedures; and of inventory control principles and methods

Skill in the use of custodial materials and chemicals; in the operation of custodial equipment; and in the use of building maintenance tools and equipment

Ability 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

AI-31352 **6. F.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Jaime E. Gonzalez

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender's:
Requesting permission for three (3) employees of the Juvenile Section to travel to Austin, Texas on March 28 - 31, 2012 to get direction, experience, and knowledge from the well established Travis County Juvenile Department. Employees will also attend a Juvenile Seminar Free hosted by Travis County on March 30, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1282-412-30-085-004-2-583

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

BUDGETARY IMPACT:

Funds available as of 03/09/12, see attached requisitions.

Attachments

Application for Official Travel & Check Request Form
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 11:07 AM
Sylvia Solis	Sylvia Solis	03/09/2012 11:41 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Patti Loya Started On: 03/06/2012 09:27 AM

Final Approval Date: 03/09/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/06/12

DEPARTMENT NAME: PUBLIC DEFENDER - JUVENILE SECTION

TOTAL NUMBER OF EMPLOYEES TRAVELING: 3

NAME & TITLE OF EMPLOYEE(S) TRAVELING: JENNIFER NARVAEZ, PUBLIC DEFENDER III; MICHAEL PARSON, PUBLIC DEFENDER II; CLAUDIA AGUILAR, ADM. ASST.

EVENT INFORMATION

TITLE OF EVENT: TRAVEL TO TRAVIS COUNTY JUVENILE DEPARTMENT TO OBSERVE AND ATTEND A FREE JUVENILE SEMINAR SPONSORED BY TRAVIS COUNTY ON MARCH 30, 2012

EVENT DATE(S) FROM: 03/29/12 TO: 03/30/12

DEPARTURE DATE: 03/28/12 RETURN DATE: 03/31/12

LOCATION OF EVENT: CITY: AUSTIN 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.

__X__ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

__X__ 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

__X__ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

THE OFFICE OF THE PUBLIC DEFENDER'S JUVENILE SECTION WILL GAIN EXPERIENCE, KNOWLEDGE, DIRECTION BY THE TRAVIS COUNTY PUBLIC DEFENDER'S JUVENILE SECTION DAILY OPERATIONS.

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	$ 174.36	
6. GASOLINE/DIESEL/FUEL	$ 160.00	
7. MILEAGE REIMBURSEMENT	$ 330.34	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ 120.00	
10. LODGING	$ 1,397.25	
11. MEALS	$ 351.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 2,532.95	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 2,532.95	$

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

AIRFARE* _____

BUS** _____

Rental Car** _____

County Vehicle** _____

Private Vehicle** _____

OTHER** (Specify) _____

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

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

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

Funds are through the juvenile grant account

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:

_____ Trip expenses are necessary and will be incurred for official county business.

_____ Reasonable efforts to minimize the use of county funds have been explored.

_____ 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.:
	3/6/12	Patti Loya	292-7040

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

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

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

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

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

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

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

DEPARTMENT: PUBLIC DEFENDER'S — If, applicable, was travel approved by Co. Exec. Officer?

DEPARTURE DATE: 3/28/2012 RETURN DATE: 3/31/2012

TO CITY: AUSTIN STATE: TEXAS

NAME OF EMPLOYEES ATTENDING SEMINAR: JENNIFER NARVAEZ, MICHAEL PARSON, CLAUDIA AGUILAR

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 3

PURPOSE/BENEFIT TO HIDALGO COUNTY:
The Public Defender's Juvenile Section will gain experience, knowledge, direction by the Travis County Public Defender's Juvenile Section Daily Operations.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: Travis County Public Defender's Juvenile Section

SPONSORED BY: Travis County Public Defender's Juvenile Section

REGISTRATION CHECK PAYABLE TO: n/a

REGISTRATION ADDRESS: SEMINAR START DATE:

SEMINAR END DATE:

PURCHSE ORDER NO.

1. REGISTRATION COST PER EMPLOYEE: NO. OF EMPLOYEES ATTENDING AT THIS RATE:

2. REGISTRATION COST PER EMPLOYEE: NO. OF EMPLOYEES ATTENDING AT THIS RATE:

3. "FREE REGISTRATION COST: "FREE" NO. OF EMPLOYEES ATTENDING FOR "FREE":

GL ACCT NO.: TOTAL NO. OF EMPLOYEES ATTENDING: 0

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . . A.	$	-
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	-
TOTAL 2ND PAGE (B + C + D):	$	1,397.25
GRAND TOTAL (A + B + C + D)	$	1,397.25

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
	Patti Laza	292-7040 x-5433

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Claudia Aguilar	Claudia Aguilar	189189
		142328
Michael S. Parson	Michael S. Parson	

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

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

DEPARTMENT: PUBLIC DEFENDER'S

DEPARTURE DATE: 3/28/2012 RETURN DATE: 3/31/2012

TO CITY: AUSTIN STATE: TEXAS

NAME OF EMPLOYEES ATTENDING SEMINAR: JENNIFER NARVAEZ, MICHAEL PARSON, CLAUDIA AGUILAR

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 3

B. HOTEL RESERVATION(S)

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

NAME OF HOTEL: Omni Hotels & Resort HOTEL PHONE NO: 512-448-2222

ADDRESS OF HOTEL: 4140 Governor's Row CONFIRMATION NO.(s): 40008131172;400008126553;

Austin, Texas 40008117241

ROOM RATE: $ 135.00 PURCHASE ORDER NO. 212512

NUMBER OF NIGHTS: 3 GENERAL LEDGER ACCT NO: 2-1282-412-30-085-004-2-583

ROOM RATE: $ 135.00 TOTAL NO. OF ROOMS: 3

NUMBER OF NIGHTS: 3

ROOM RATE: $ 135.00 HOTEL TAX RATE: 15.00%

NUMBER OF NIGHTS: 3

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 1,397.25

C. CAR RENTAL(S)

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

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

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

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

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

PHONE NUMBER OF CAR RENTAL COMPANY:

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

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.

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

PURCHASE ORDER NO. GL ACCT NO:

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

D. AIRFARE(S)

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

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBEI P.O. NO.

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

SUBTOTAL (B+C+D) $ 1,397.25

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

Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm

Requisition No 00212512
Po No
Date Entered 03-07-2012
Status Needs Approval by PBDF

Vendor OMNI AUSTIN HOTEL-SOUTHPARK
Address 4140 GOVERNORS ROW
AUSTIN TX 78744

Owner PLOYA

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	Lodging for Jennifer Narvaez, Public Defender III	465.7500	465.75
2	1	Lodging for Michael Parson, Public Defender II	465.7500	465.75
3	1	Lodging for Claudia Aguilar, Administrative Assistant I	465.7500	465.75

Total **1,397.25**

Account Number	Description	Account Balance	Amount
2-1282-412-30-085-004-2-583	PUBLIC DEFENDER'S JUV SECT-TRAVEL OU	167.05	1,397.25

Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm

Requisition No 00212405
Po No
Date Entered 03-06-2012
Status Needs Approval by PBDF

Vendor EAN HOLDINGS, LLC DBA
Address ENTERPRISE RENT-A-CAR
4210 S. CONGRESS AVE
AUSTIN TX 78745-1104

Owner PLOYA

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	Rental for Michael Parson, Public Defender II; Claudia Aguilar, Adm.	174.3600	174.36

Total **174.36**

Account Number	Description	Account Balance	Amount
2-1282-412-30-085-004-2-583	PUBLIC DEFENDER'S JUV SECT-TRAVEL OU	167.05	174.36

Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm

Requisition No 00212525
Po No

Vendor NARVAEZ, JENNIFER A.
Address C/O PUBLIC DEFENDER'S OFFICE

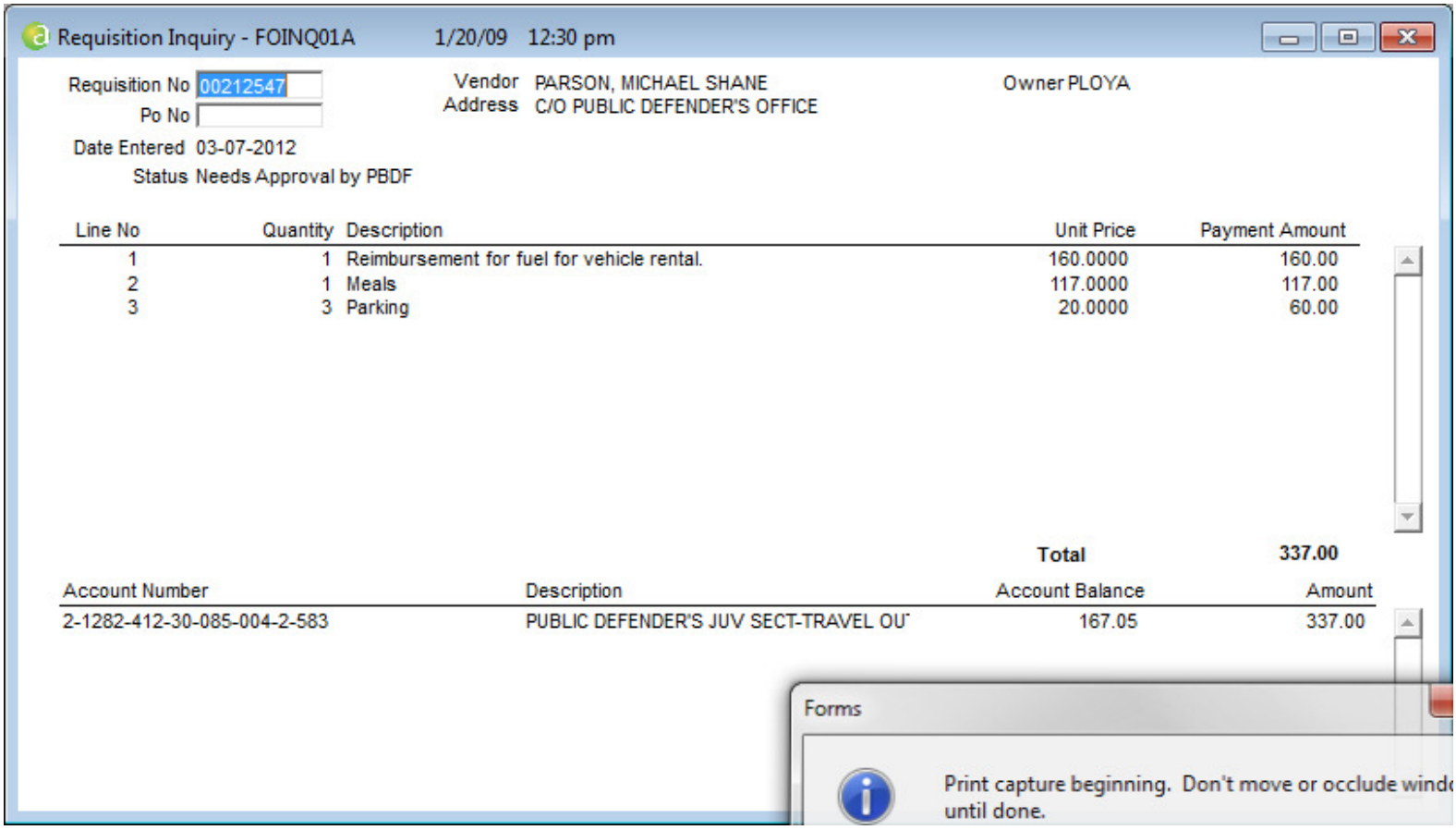
Owner PLOYA

Date Entered 03-07-2012
Status Needs Approval by PBDF

Line No	Quantity	Description	Unit Price	Payment Amount
1	600.62	Reimbursement on Mileage from 100 N. Closner, Edinburg, Texas to	.5500	330.34
2	1	Meals reimbursement	117.0000	117.00
3	3	Parking reimbursement	20.0000	60.00

Total **507.34**

Account Number	Description	Account Balance	Amount
2-1282-412-30-085-004-2-583	PUBLIC DEFENDER'S JUV SECT-TRAVEL OU	167.05	507.34


Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm
Requisition No 00212547
Po No
Vendor PARSON, MICHAEL SHANE
Address C/O PUBLIC DEFENDER'S OFFICE
Owner PLOYA
Date Entered 03-07-2012
Status Needs Approval by PBDF
Line No Quantity Description Unit Price Payment Amount
1 1 Reimbursement for fuel for vehicle rental. 160.0000 160.00
2 1 Meals 117.0000 117.00
3 3 Parking 20.0000 60.00
Total 337.00
Account Number Description Account Balance Amount
2-1282-412-30-085-004-2-583 PUBLIC DEFENDER'S JUV SECT-TRAVEL OU 167.05 337.00
Forms
Print capture beginning. Don't move or occlude windo
until done.

Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm

Requisition No 00212600
Po No

Vendor AGUILAR, CLAUDIA
Address C/O PUBLIC DEFENDER'S

Owner PLOYA

Date Entered 03-08-2012
Status Needs Approval by PBDF

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	MEALS	117.0000	117.00

Total **117.00**

Account Number	Description	Account Balance	Amount
2-1282-412-30-085-004-2-583	PUBLIC DEFENDER'S JUV SECT-TRAVEL OU	167.05	117.00

AI-31324 **7. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Constable Precinct No. 2

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 2 (1100):
1. Approval to create three (3) full-time Deputy Constable positions, slot no.'s 0009-0011, budgeted salary $38,000.00.
2. Approval of revised salary schedule.

BACKGROUND

Starting salary for entry level (new) employees filling these positions is $36,480.00.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

Proposed positions and related fringe benefit expenditures is subject to funding based on Commissioners' Court approval.

Attachments

PAR
fiscal note
revised salary schedule
backup
Job Description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:03 PM
Rosalinda Cantu	Rosie Cantu	03/06/2012 03:51 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Sylvia Solis Started On: 03/02/2012

Final Approval Date: 03/09/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CONSTABLE PRECINCT 2 (292) **DATE:** 2/14/2012

CURRENT POSITION TITLE: **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: DEPUTY CONSTABLE (NEW)
(For new positions or reclassifications) 0009, 0010, 0011

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 38,000 (x 3) (Proposed Budgeted Salary) $ 38,000 (x 3) (Net Change)

Position to be funded from one of the following:

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

☑ Other REQUESTING GENERAL FUND FUNDING.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

HIGH PRIORITY. - THE POPULATION OF CONSTABLE PRECINCT 2 AFTER REDISTRICTING IS 222,095 OR 28.7 % OF THE TOTAL COUNTY POPULATION OF 774,769. CONSTABLE PRECINCT 2 IS CURRENTLY AUTHORIZED SIX (6) DEPUTIES OF 53 AUTHORIZED IN THE COUNTY. THIS TRANSLATES TO ONLY 11.3 % OF THE TOTAL DEPUTIES WITH 28.7 % OF THE POPULATION.

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

sdfsdfsdf JOB DESCRIPTION IS THE SAME AS ALL OTHER DEPUTY CONSTABLES.

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

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

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

CONSTABLE STEP AND GRADE COMPENSATION PLAN.
STEP 1

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Office will require additional funding as positions were not included in 2012 Budget.

1.	DEPARTMENT HEAD	2/14/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	02-17-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/15/2012 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 13, 2012 **Agenda Item:** 31324

Summary of request/proposal:
CONSTABLE PCT. 2 (1100):
Approval to create the following full-time positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	DEPUTY CONSTABLE	0009	113	0.00	38,000.00	38,000.00
1100	DEPUTY CONSTABLE	0010	113	0.00	38,000.00	38,000.00
1100	DEPUTY CONSTABLE	0011	113	0.00	38,000.00	38,000.00
				0.00	114,000.00	114,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-421-00-292-001-0- 113	CONSTABLE PCT.2 - REG F/T EMPLOYEES	$91,724.14
2-1100-421-00-292-001-0- 211	CONSTABLE PCT.2 - HEALTH INSURANCE	$10,051.02
2-1100-421-00-292-001-0- 212	CONSTABLE PCT.2 - LIFE INSURANCE	$65.16
2-1100-421-00-292-001-0- 220	CONSTABLE PCT.2 - FICA	$7,016.90
2-1100-421-00-292-001-0- 230	CONSTABLE PCT.2 - RETIREMENT	$9,126.55
2-1100-421-00-292-001-0- 250	CONSTABLE PCT.2 - UNEMPLOYMENT COMP	$458.62
2-1100-421-00-292-001-0- 260	CONSTABLE PCT.2 - WORKER'S COMP	$0.00
	2012 Budgetary Impact	$118,442.39

2013 Budgetary Impact: **$147,207.00**

Possible Funding Sources: **SUBJECT TO FUNDING**

Comments: **Starting salary for entry level (new) employees filling these positions is $36,480.00.**

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-292-001-0

CONSTABLE PCT. 2

AI- 31324

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	CONSTABLE				$68,190.00	$68,190.00	$0.00	$0.00	$1,800.00	$8,000.00	$0.00	$77,990.00
0002	113	CHIEF DEPUTY CONSTABLE I STEP I				$48,279.00	$48,279.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$50,259.00
0003	113	DEPUTY CONSTABLE STEP I				$38,000.00	$38,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$38,720.00
0004	113	SR. DEPUTY CONSTABLE STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$0.00	$0.00	$0.00	$45,497.00
0005	113	DEPUTY CONSTABLE				$36,480.00	$36,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,480.00
0006	113	SR. DEPUTY CONSTABLE STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$0.00	$0.00	$0.00	$42,160.00
0007	113	DEPUTY CONSTABLE				$36,480.00	$36,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,480.00
0008	113	ADMINISTRATIVE ASSISTANT	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
		CREATE THE FOLLOWING:											
0009	**113**	**DEPUTY CONSTABLE**				**$38,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0010	**113**	**DEPUTY CONSTABLE**				**$38,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0011	**113**	**DEPUTY CONSTABLE**				**$38,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$22,216.00	$450,222.00	$336,222.00	$2,580.00	$0.00	$3,000.00	$8,000.00	$0.00	$349,802.00

Approval to create three (3) full-time Deputy Constable positions, slot no.'s 0009-0011, budgeted salary $38,000.00. Starting salary for entry level (new) employees filling these positions is $36,480.00.

Personnel action pending CC approval.

2012

CONSTABLES
HIDALGO COUNTY

Constable	Total Deputies*	Bailiff Duties	Code Enforce	Building Security	Park Security	Truancy	All Other Duties	Population	Pop/Per Deputy
Precinct 1	10	(2)	(4)	0	0	0	**4**	134,184	33,546
Precinct 2	6	(2)	0	0	0	0	**4**	222,095	55,524
Precinct 3	17	(2)	(3)	0	(1)	(3)**	**8**	188,209	23,526
Precinct 4	14	(2)	0	(4)	0	0	**8**	194,864	24,358
Precinct 5	6	(1)	0	0	0	0	**5**	35,417	7,083
TOTAL	**53**	**(9)**	**(7)**	**(4)**	**(1)**	**(3)**	**29**	**774,769**	

*Includes Chief Deputy & other Supervisory Personnel

**County & School District funded

REVISED CONSTABLE PRECINCT 2 WITH ADDITIONAL POSITIONS

Precinct 2	9	(2)	0	0	0	0	**7**	222,095	31,728

Commissioner	Peace Officer	Bailiff Duties	Code Enforce	Building Security	Park Security	Truancy	All Other Duties	Population	Pop/Per Deputy
Precinct 2	3	0	(1)*	(1)*	(1)*	0	**0**	N/A	N/A

*FTE (Full Time Equivalent)

2013

CONSTABLES
HIDALGO COUNTY

Constable	Total Deputies*	Bailiff Duties	Code Enforce	Building Security	Park Security	Truancy	All Other Duties	Population	Pop/Per Deputy
Precinct 1	16	(3)	(4)	0	0	0	**9**	169,601	18,845
Precinct 2	9	(2)	0	0	0	0	**7**	222,095	31,728
Precinct 3	17	(2)	(3)	0	(1)	(3)**	**8**	188,209	23,526
Precinct 4	14	(2)	0	(4)	0	0	**8**	194,864	24,358
TOTAL	**56**	**(9)**	**(7)**	**(4)**	**(1)**	**(3)**	**32**	**774,769**	

*Includes Chief Deputy & other Supervisory Personnel

**County & School District funded

HIDALGO COUNTY
CONSTABLE'S OFFICE

Job Title: Deputy Constable **FLSA Status: Non-Exempt**

Dept. Code: 291-295 **Civil Service Status: Non-Exempt**

SUMMARY:
Protects county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct, duties include primarily law enforcement and patrol or execution of civil and criminal processes.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Serve warrants and make arrests;
- Patrols an assigned area, generally by vehicle to prevent crimes and enforces laws and regulations;
- Issues traffic citations, directs traffic and assists other law enforcement agencies in working accidents;
- Investigates traffic accidents and crimes against persons and property, and assists federal, state and local law enforcement officials;
- Keeps record of activities and prepare reports concerning crimes, complaints, accidents and investigations;
- Questions witnesses and suspects and take statements;
- Gathers and labels evidence, takes photographs and fingerprints, guard and transports prisoners, and testifies in court;
- Transports and books prisoners;
- Serve as substitute dispatcher or bailiff as required;
- Train new deputies and reserves in performance of various job duties;
- Respond to emergency calls and routine complaints and takes action as necessary;
- May assist emergency vehicles on escorts and on traffic control;
- Regular attendance is a must;
- Ability t work well with others;

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

EDUCATION and/or EXPERIENCE:
- High school diploma or GED.
- One (1) year of law enforcement experience.
- Experience as a dispatcher or peace officer is preferred.

- Must have good computer skills.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess basic certification by the Texas Commission on Law Enforcement Officer Standards and Education;
- May be required to be certified as a Jailer or Radar Operator;
- Employee must have a current valid Texas Motor Vehicle Operator's license.
- Must be able to be insured by the County's insurance carrier.
- Clean driving record.
- May be required to post a bond or security.

OTHER SKILLS AND ABILITIES:

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other law enforcement officials, agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to communicate effectively orally and in writing.
- May be required to type accurately at a speed of at least forty (40) words per minute.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of County.

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral 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.

While performing the function of this job, the employee frequently works in outside weather conditions. The employee occasionally works with explosives when searching buildings during bomb threats or discharging a firearm. Employee is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals when performing

the duties of a peace officer while at a hazardous spill scene or fire. The employee may possibly be exposed to AIDS or hepatitis from an infected suspect.

The noise level in the work environment is usually moderate to loud.

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

- Sitting for extended periods of time.
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment.
- Maintaining confidentiality.
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others.
- Working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations.
- Reading and writing.
- Operating assigned equipment.
- Communicating with others.

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

AI-31270 **7. B.**

CC REGULAR

Meeting Date: 03/13/2012

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3:
Approval to submit FY 2011 Asset Forfeiture Audit Report as required by the Office of the Attorney General of Texas.

BACKGROUND

The annual reports being submitted are prerequisites as per grant terms, state and federal guidelines. Reports are being submitted to the Texas Attorney General, U.S. Department of Justice, and the U.S. Department of Treasury, resprecitvely. The Hidalgo County Auditor's Office reviewed said reports.

Reports must be submitted by March 14, 2012 to be in compliance.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary/fiscal impact.

Attachments

FY11 Chapter 59 Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 11:46 AM
Rosalinda Cantu	Rosie Cantu	02/29/2012 01:10 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Rachel Cavazos Started On: 02/29/2012 11:07 AM

Final Approval Date: 03/09/2012

FY 2011
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name:	**CONSTABLE LAZARO GALLARDO**	Reporting Period	
	HIDALGO COUNTY CONSTABLE 3	(local fiscal year)	**01/01/11 - 12/31/11**
Agency Mailing Address:	**730 N. BREYFOGLE RD. STE B**	example:	01/01/11 to 12/31 09/01/10 to 08/31
	MISSION, TX 78574		
Phone (1) Number:	**(956) 581-6800 or (956) 205-7031**		
County:	**Hidalgo County**		
Email Address:	larry.gallardo@co.hidalgo.tx.us raquel.ramos@co.hidalgo.tx.us	This should be a permanent agency email address	

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A)	Beginning Balance. ..... **Instructions:** Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited by have not been transferred to your agency's forfeiture account **Do not** include funds that are in an account held by another agency, e.g. the District Attorney's account.	$	
B)	Seizures During Reporting Period: **Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.		
	1) Amount seized and retained in your agency's custody	$	**0.00**
	2) Amount seized and transferred to the District Attorney pending forfeiture.	$	**0.00**
C)	Interest earned on Seized Funds During Reporting Period: **Instructions:** Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	$	**0.00**
D)	Amount Returned to Defendants/Respondents	$	**0.00**
E)	Amount Transferred to Forfeiture Account: **Instructions:** Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.	$	**0.00**
F)	Ending Balance: **Instructions:** Add lines A, B,(1), and C, subtract lines D and E, put total in line F.	$	**0.00**

II. FORFEITED FUNDS

A)	Beginning Balance: **Instruction:** Include total amount of forfeited funds that have been forfeited **to your agency** and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.	$ **3,613.00**
B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: **Instructions:** Do not include amounts forfeited but not yet received by your agency: interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	$ **0.00**
C)	Interest Earned on Forfeited Funds During Reporting Period **Instructions:** Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account	$ **2.00**
D)	Proceeds Received by Your Agency From Sale of Forfeited Property **Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.	$ **13,596.00**
E)	Total Expenditures of Forfeited Funds During Reporting Period: **Instructions:** From Total on Section VI.	$ **1,864.00**
F)	Ending Balance: **Instructions:** Add lines A through D, subtract line E, place total in line F..	$ **15,347.00**

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made be a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc				
2) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printer and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59 Do not include weapons disposed under Chapter 18)				
5) Other Property - Description **see Attachment "A"**				
Other Property - Description				
Other Property - Description				

IV. **FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	0
B)	Real Property (the number of separate parcels of property, not a currency amount)	
C)	Computers (the number of computers, not a currency amount):	0
D)	Firearms (the number of firearms, not a currency amount:	0
E)	Other (the number of items, not a currency amount):	0

V. **FORFEITED PROERTY TRANSFERRED TO LOANED TO ANOTHER AGENCY**

INSTRUCTIONS: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	
B)	Real Property (the number of separate parcels of property, not a currency amount:	
C)	Computers (the number of computers, not a currency amount):	
D)	Firearms (the number of firearms, not a currency amount):	
E)	Other (the number of items, not a currency amount):	

VI. **EXPENDITURES**

INSTRUCTIONS: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	**SALARIES**	
1.	Increase of Salary, Expense, or Allowance of Employees (Salary Supplements):	
2.	Salary Budget Solely From Forfeited Funds.	
3.	Number of Employees Paid Using Forfeiture Funds:	
	TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	

B)	**OVERTIME**	
1.	For Employees Budgeted by Governing Body:	$ -
2.	For Employees Budgeted Solely out of Forfeiture Funds:	$ -
3.	Number of Employees Paid Using Forfeiture Funds:	
	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	-

C)	EQUIPMENT		
1.	Vehicles:	$ -	
2.	Computers:	$ -	
3.	Firearms, Vests, Personal Equipment:	$ -	
4.	Furniture:	$ -	
5.	Software:	$	
6.	Maintenance Costs:	$	
7.	Uniforms:	$ -	
8.	K9 Related Costs:	$ -	
9.	Other (Provide Detail on Additional Sheet):	$ -	
	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		$ -

D)	SUPPLIES		
1.	Office Supplies:	$ -	
2.	Cellular Air Time:	$ -	
3.	Internet:	$ -	
4.	Other (Provide Detail on Additional Sheet):	$ -	
	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		$ -

E)	TRAVEL		
1.	Total In State Travel	$ -	
	a) Lodging:	$ -	
	b) Air Faire:	$	
	c) Meals (including per diem):	$ -	
	d) Car Rental:	$ -	
2.	Total Out of State Travel:	$ -	
	a) Lodging:	$ -	
	b) Air Fare:	$	
	c) Meals (including per diem):	$ -	
	d) Car Rental:	$	
3.	Fuel:	$ -	
4.	Parking:	$ -	

5. Other (Provide Detail on Additional Sheet)	$ 0.00	
TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		$ -

F) **TRAINING**		
1. Fees (Conferences, Seminars):	$	
2. Materials (Books, CDs, Videos, etc.):	$	
3. Other (Provide Detail on Additional Sheet):	$	
TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		$ -

G) **INVESTIGATIVE COSTS**		
1. Informant Costs:	$	
2. Buy Money:	$	
3 Lab Expenses	$	
4. Other (Provide Detail on Additional Sheet):	$	
TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS		$ -

H) **TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE**		
1. Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j):	$	
2. Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	$	
TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (PURSUANT TO Articles 59.06 (h), (I), (j), (n), (o)):		$ -

I) **FACILITY COSTS**		
1. Bulding Pruchase:	$	
2. Lease Payments:	$	
3. Remodeling:	$	
4. Maintenance Costs:	$	
5. Utilities:	$	
6. Other (Provide Detail on Additional Sheet):	$	
TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS		$ -

J) **MISCELLANEOUS FEES**		
1. Court Costs:	$	
2. Filing Fees	$	

	3. Insurance:	$	
	4. Witness Fees:	$	
	5. Audit Costs and Fees:	$	
	6. Other (Provide Detail on Additional Sheet)	$	
	TOTAL MISCELLANEOUS FEES PAID OUT OF CHATPER 59 FUNDS		$ -
K)	**TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENTS:**		$ -
L)	**TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS** (provide detailed descriptions on additional sheet(s) and attach to this report) ***(see Attachment#1)***		$ 1,864.00
M)	**TOTAL EXPENDITURES:**		$ 1,864.00

NOTE: If you are governed by a Commissioners Court or a City council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

CERTIFICATION

I swear or affirm that the commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR, or CITY MANAGER (Printed Name): _____

SIGNATURE: _____

DATE: _____

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): Lazaro Gallardo Jr.

SIGNATURE: Lazaro Gallardo Jr.

DATE: _____ _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADRESS ABOVE.

ATTACHMENT 1

VI. **EXPENDITURES**

L) Total Other Paid Out of Chapter 59 Funds (provide detailed description on additional sheet(s) and attach to this report)

$ 1,863.55

Vehicle Repairs & Maintenance

Check Date	Check Number	Vendor	Amount
1/24/2012	370965	Ivan's Automotive	459.26
1/31/2012	371192	Collision Master Auto Body	-58.57
1/31/2012	371192	Ivan's Automotive	988.56
1/31/2012	371204	Collision Master Auto Body	75.12
1/31/2012	371223	Superior Oil Express	399.18
		Total	**$ 1,863.55**

HIDALGO COUNTY CONSTABLE PRECINCT 3
2011 State Asset Forfeiture / Chapter 59

Expenditure Account# X-1230-421-00-293-010-0-XXX
Revenue Accounts

Const Pct 3-Crt Ord Confiscations (Court Awards Judgment)	X-1230-352-30-293-010-0-000
Const Pct 3-Interest Earnings (Revenue Account)	X-1230-361-10-000-000-0-000
Sale of Capital Assets (Proceeds received from Sale)	X-1230-362-10-000-000-0-000

DESCRIPTION		Asset Forfeiture Fund
Beginning Balance		$ -
Revenue -		
Chapter 59 - transferred from HIDTA		
Proceeds - 2007	10,000.00	
Proceeds - 2008	20,000.00	
Proceeds - 2010	10,000.00	
Interest Earnings 2007	88.91	
Interest Earnings 2008	66.56	
Interest Earnings 2009	67.94	
Interest Earnings 2010	17.16	
Interest Earnings 2011	1.59	
Sale of Capitla Assets	13,596.00	
Total Asset Forfeiture Revenues		**$ 53,838.16**
Expenditures -		
Chapter 59 - State of Texas 2007	(2,967.73)	
Chapter 59 - State of Texas 2008	(7,395.88)	
Chapter 59 - State of Texas 2009	(13,535.34)	
Chapter 59 - State of Texas 2010	(12,728.43)	
Chapter 59 - State of Texas 2011	(1,863.55)	
Total Asset Forfeiture Expenditures		$ (38,490.93)
Fund Balance		**$ 15,347.23**

AI-31285 **7. C.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: J.E. Guerra

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Requesting authorization for the County Judge to execute the FY2011 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney General.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal/ budgetary impact.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 03:36 PM
Rosalinda Cantu	Rosie Cantu	03/01/2012 02:37 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Joel Rivera Started On: 02/29/2012 03:10 PM

Final Approval Date: 03/09/2012

FY 2011
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Constable Pct 4

Reporting Period: (local fiscal year) 01/01/11 to 12/31/11

Agency Mailing Address: 2814 S. business highway 281
Edinburg, Texas 78539

example: 01/01/11 to 12/31/11, 09/01/10 to 08/31/11 etc.

Phone Number: (956) 383-8560

County: Hidalgo

Email Address: joel.rivera@co.hidalgo.tx.us

This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A)	Beginning Balance: **Instructions:** Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.	$ 0.00
B)	Seizures During Reporting Period: **Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	
	1) Amount seized and retained in your agency's custody.	$ 0.00
	2) Amount seized and transferred to the District Attorney pending forfeiture.	$ 0.00
C)	Interest Earned on Seized Funds During Reporting Period: **Instructions:** Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	$ 0.00
D)	Amount Returned to Defendants/Respondents:	$ 0.00
E)	Amount Transferred to Forfeiture Account: **Instructions:** Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.	$ 0.00
F)	Ending Balance: **Instructions:** Add lines A, B(1), and C, subtract lines D and E, put total in line F.	$ 0.00

II. FORFEITED FUNDS

A)	Beginning Balance: **Instructions:** Include total amount of forfeited funds that have been forfeited **to your agency** and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.	$ 2,570.00
B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: **Instructions:** Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	$ 0.00
C)	Interest Earned on Forfeited Funds During Reporting Period : **Instructions:** Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	$ 0.00
D)	Proceeds Received by Your Agency From Sale of Forfeited Property: **Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.	$ 2,376.00
E)	Total Expenditures of Forfeited Funds During Reporting Period: **Instructions:** From Total on Section VI.	$ 0.00
F)	Ending Balance: Instructions: Add lines A through D, subtract line E, place total in line F.	$ 4,946.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	2	1	1	Ø
2) REAL PROPERTY (Count each parcel seized as one item)	Ø	Ø	Ø	Ø
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	Ø	Ø	Ø	Ø
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	Ø	Ø	Ø	Ø
5) Other Property - Description: _____	Ø	Ø	Ø	Ø
Other Property -Description: _____	Ø	Ø	Ø	Ø
Other Property -Description: _____	Ø	Ø	Ø	Ø

IV. **FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	Ø
B)	Real Property (the number of separate parcels of property, not a currency amount):	Ø
C)	Computers (the number of computers, not a currency amount):	Ø
D)	Firearms (the number of firearms, not a currency amount):	Ø
E)	Other (the number of items, not a currency amount):	Ø

V. **FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY**

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	Ø
B)	Real Property (the number of separate parcels of property, not a currency amount:	Ø
C)	Computers (the number of computers, not a currency amount):	Ø
D)	Firearms (the number of firearms, not a currency amount):	Ø
E)	Other (the number of items, not a currency amount):	Ø

VI. **EXPENDITURES**

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	**SALARIES**		
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	$ 0.00	
2.	Salary Budgeted Solely From Forfeited Funds:	$ 0.00	
3.	Number of Employees Paid Using Forfeiture Funds:	Ø	
	TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		$ 0.00

B)	**OVERTIME**		
1.	For Employees Budgeted by Governing Body:	$ 0.00	
2.	For Employees Budgeted Solely out of Forfeiture Funds:	$ 0.00	
3.	Number of Employees Paid Using Forfeiture Funds:	Ø	
	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		$ 0.00

C)	EQUIPMENT	
1.	Vehicles:	$ 0.00
2.	Computers:	$ 0.00
3.	Firearms, Vests, Personal Equipment:	$ 0.00
4.	Furniture:	$ 0.00
5.	Software:	$ 0.00
6.	Maintenance Costs:	$ 0.00
7.	Uniforms:	$ 0.00
8.	K9 Related Costs:	$ 0.00
9.	Other (Provide Detail on Additional Sheet):	$ 0.00
	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	$ 0.00

D)	SUPPLIES	
1.	Office Supplies:	$ 0.00
2.	Cellular Air Time :	$ 0.00
3.	Internet:	$ 0.00
4.	Other (Provide Detail on Additional Sheet) :	$ 0.00
	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:	$ 0.00

E)	TRAVEL	
1.	Total In State Travel	$ 0.00
	a) Lodging:	$ 0.00
	b) Air Fare:	$ 0.00
	c) Meals (including per diem):	$ 0.00
	d) Car Rental:	$ 0.00
2.	Total Out of State Travel	$ 0.00
	a) Lodging:	$ 0.00
	b) Air Fare:	$ 0.00
	c) Meals (including per diem):	$ 0.00
	d) Car Rental:	$ 0.00
3.	Fuel:	$ 0.00
4.	Parking:	$ 0.00

5.	Other (Provide Detail on Additional Sheet):	$ 0.00	
	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		$ 0.00

F)		**TRAINING**		
	1.	Fees (Conferences, Seminars):	$ 0.00	
	2.	Materials (Books, CDs, Videos, etc.):	$ 0.00	
	3.	Other (Provide Detail on Additional Sheet):	$ 0.00	
		TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		$ 0.00

G)		**INVESTIGATIVE COSTS**		
	1.	Informant Costs:	$ 0.00	
	2.	Buy Money:	$ 0.00	
	3.	Lab Expenses:	$ 0.00	
	4.	Other (Provide Detail on Additional Sheet) :	$ 0.00	
		TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ 0.00

H)		**TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE**		
	1.	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (I), (j):	$ 0.00	
	2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	$ 0.00	
		TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (I), (j), (n), (o)):		$ 0.00

I)		**FACILITY COSTS**		
	1.	Building Purchase:	$ 0.00	
	2.	Lease Payments:	$ 0.00	
	3.	Remodeling:	$ 0.00	
	4.	Maintenance Costs:	$ 0.00	
	5.	Utilities:	$ 0.00	
	6.	Other (Provide Detail on Additional Sheet):	$ 0.00	
		TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ 0.00

J)		**MISCELLANEOUS FEES**	
	1.	Court Costs:	$ 0.00
	2.	Filing Fees:	$ 0.00

3.	Insurance:	$ 0.00	
4.	Witness Fees:	$ 0.00	
5.	Audit Costs and Fees:	$ 0.00	
6.	Other (Provide Detail on Additional Sheet):	$ 0.00	
	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:		$ 0.00
K)	**TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:**		$ 0.00
L)	**TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):**		$ 0.00
M)	**TOTAL EXPENDITURES:**		$ 0.00

NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY MANAGER (Printed Name): RAMON GARCIA, Hidalgo Co. Judge

SIGNATURE: _____

DATE: _____

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): JOSE EDUARDO GUERRA, Constable

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

Hidalgo County

Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1231	**CONSTABLE PCT 4 INVESTIGATION HB65**				
	1-1231-101-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-CASH	373.80	.00	2,196.15	2,569.95
	1-1231-103-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-TIME DEPOSITS	.00	.00	.00	.00
	1-1231-103-10-000-000-0-000 CONST PCT.4 INVESTIG HB65-TIME DEP/FLEX	.00	.00	.00	.00
	1-1231-104-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-INTEREST RECV	.00	.00	.00	.00
	1-1231-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	.00	.00	.00	.00
	1-1231-130-01-000-223-0-000 DUE FROM/TO DA INVESTIG HB65	.00	.00	.00	.00
	Total Assets	**373.80**	**.00**	**2,196.15**	**2,569.95**

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1231 CONSTABLE PCT 4 INVESTIGATION HB65				
1-1231-202-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-ACCTS PAYABLE	.00	.00	.00	.00
Total Liabilities	**.00**	**.00**	**.00**	**.00**
1-1231-270-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-BUDGETED F/B	.00	.00	.00	.00
1-1231-253-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-FUND BALANCE	373.80	.00	2,196.15	2,569.95
Total Equity	**373.80**	**.00**	**2,196.15**	**2,569.95**
1-1231-275-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-ESTIM REVENUES	.00	.00	.00	.00
1-1231-276-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-REVENUES	.00	.00	.00	.00
1-1231-271-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-APPROPRIATIONS	.00	.00	.00	.00
1-1231-272-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-EXPENDITURES	.00	.00	.00	.00
1-1231-273-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-ENCUMBR CONTRL	.00	.00	.00	.00
1-1231-274-00-000-000-0-000 CONST PCT.4 INVESTIG HB65-RESERVED ENCUM	.00	.00	.00	.00
Total Controls	**.00**	**.00**	**.00**	**.00**
Total Equity and Control	**373.80**	**.00**	**2,196.15**	**2,569.95**
Total Liabilities and Equity	**373.80**	**.00**	**2,196.15**	**2,569.95**

*Fund is in Balance .00

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AUCTION REPORT
NOVEMBER 20, 2010

Asset No	Asset Description	Serial No	From Dpt	Status Code	Fund No.	Hist Cost	Auction Proceeds Gross	Auctioneer Fees 12%	Net Proceeds	Lot No	Bid No
124-001	2 Tables Benches, See Saw	FORF	294	-	1231	$ -	$ 200.00	$ 24.00	$ 176.00	M100	33
124-001	2 Picnic	FORF	294	-	1231	$ -	$ 105.00	$ 12.60	$ 92.40	M92	51
124-001	2 Picnic	FORF	294	-	1231	$ -	$ 110.00	$ 13.20	$ 96.80	M93	34
124-001	2 Picnic	FORF	294	-	1231	$ -	$ 175.00	$ 21.00	$ 154.00	M94	52
124-001	Table and swing	FORF	294	-	1231	$ -	$ 140.00	$ 16.80	$ 123.20	M95	20
124-001	Table and swing	FORF	294	-	1231	$ -	$ 230.00	$ 27.60	$ 202.40	M96	33
124-001	Bench, Swing, See Saw	FORF	294	-	1231	$ -	$ 165.00	$ 19.80	$ 145.20	M97	41
124-001	Table, Bench, See Saw	FORF	294	-	1231	$ -	$ 175.00	$ 21.00	$ 154.00	M98	16
124-001	2 Benches,1 swing, 1 See Saw	FORF	294	-	1231	$ -	$ 220.00	$ 26.40	$ 193.60	M99	37
124-001	2007 Progressive Trailer	1P9GE9427P587829	294	-	1231	$ -	$ 3,750.00	$ 450.00	$ 3,300.00	V43	13
TOTAL FOR 1231 - Constable Pct 4						**$ -**	**$ 5,270.00**	**$ 632.40**	**$ 4,637.60**		

AI-31242 **8. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Yolanda Chapa

Department: COUNTY JUDGE

Information

CAPTION

Resolution honoring former Mayor Billy Leo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 09:58 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: SANDRA DELEON Started On: 02/28/2012 08:28 AM

Final Approval Date: 03/09/2012

AI-31256 **9. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Roy Cazares

Department: BUDGET & MANAGEMENT

Information

CAPTION

District Attorney (1100):
1. Approval to authorize supplemental pay in the amount of $4,122.00 for one (1) Assistant District Attorney III position, slot no. 0030 and pay allowance to employee no. 115282, effective upon approval.
2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Employee will be reassigned to handle Child Welfare cases and supervise two (2) Assistant District Attorneys. Child Welfare cases are very demanding and time sensitive cases.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for supplemental pay and related fringe benefit expenditures available from Co. Wide Adm. - Contingency.

Attachments

PARS
FISCAL NOTE
interdept
Job Description
Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	03/01/2012 01:12 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:56 PM
Rosalinda Cantu	Rosie Cantu	03/07/2012 10:15 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Sylvia Solis Started On: 02/28/2012 02:07 PM

Final Approval Date: 03/09/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CRIMINAL DA (080-002) DATE: 2/28/2012

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III CURRENT SLOT #: 030

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other AUTHORIZE SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 (Current G&S/ Budgeted Salary) $ 4,122.00 (Proposed G&S/ Budgeted Salary) $ 4,122.00 (Net Change)

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] 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	[X]	Exempt	[X]
Non-Exempt	[ ]	Non-Exempt	[ ]
N/A	[ ]		

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

Employee will be reassigned to handle Child Welfare cases and supervise 2 other Assistant District Attorneys. Child Welfare cases are very demanding cases because of the victmis your dealing with and are also very time sensitive.

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 Roy Cazares for Rene Guerra	03/01/2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	3/1/12 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/1/2012 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 31256

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 13, 2012

Summary of request/proposal:

District Attorney (1100):
Approval to authorize supplemental pay in the amount of $4,122.00 for one (1) Assistant District Attorney III position, slot no. 0030 and pay allowance to employee no. 115282.

Fund	Position Title	Slot#	Obj	Current Allowance	Proposed Allowance	Total Requested
1100	ASSISTANT DA III	0030	117	-	4,122.00	4,122.00
				$ -	$ -	$ 4,122.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT)	AMOUNT
2-1100-412-00-080-002-0- 117	CRIMINAL DA - SUPPLEMENTAL PAY	$3,316.55
2-1100-412-00-080-002-0- 211	CRIMINAL DA - HEALTH INSURANCE	$0.00
2-1100-412-00-080-002-0- 212	CRIMINAL DA - LIFE INSURANCE	$0.00
2-1100-412-00-080-002-0- 220	CRIMINAL DA - FICA	$253.72
2-1100-412-00-080-002-0- 230	CRIMINAL DA - RETIREMENT	$330.00
2-1100-412-00-080-002-0- 250	CRIMINAL DA - UNEMPLOYMENT COMP	$16.58
2-1100-412-00-080-002-0- 260	CRIMINAL DA - WORKER'S COMP	$0.00
	2012 BUDGETARY IMPACT:	$3,916.85

2013 Budgetary Impact: $4,868.08

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: February 29, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Criminal DA

ACCOUNT NUMBER: 2-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
2-1100-415-00-115-002-0- 899	CO. WIDE ADM.	CONTINGENCY	(3,916.85)
TO			
2-1100-432-00-123-001-0- 117	CRIMINAL DA -	SUPPLEMENTAL PAY	3,316.55
2-1100-432-00-123-001-0- 220	CRIMINAL DA -	FICA	253.72
2-1100-432-00-123-001-0- 230	CRIMINAL DA -	RETIREMENT	330.00
2-1100-432-00-123-001-0- 250	CRIMINAL DA -	UNEMPLOYMENT COMP	16.58
		TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:

Interdepartmental transfer to fund supplemental pay in the amount of $4,122.00 and related fringe benefit expenditures for one (1) Assistant DA III position, slot no. 0030.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

ASSISTANT DISTRICT ATTORNEY III

GRADE: 16

GENERAL DESCRIPTION

Performs intermediate-level legal work; Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary for this position.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience as a licensed attorney. Juris Doctorate (JD) degree required. Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must be computer literate

Knowledge of all applicable laws and procedures

Must have good working knowledge and understanding of penal statutes and code of criminal procedures as well as case holdings and departmental policies

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
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CRIM DA

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	113	ASSISTANT DISTRICT ATTORNEY V	20	9	$102,549.00	$102,549.00	$102,549.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$108,449.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	20	8	$99,745.00	$99,745.00	$99,745.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$105,645.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	20	2	$82,921.00	$82,921.00	$82,921.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$88,821.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	20	3	$85,725.00	$85,725.00	$86,460.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$90,960.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$49,344.00	$49,344.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,244.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,788.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	18	5	$78,303.00	$78,303.00	$78,303.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$84,203.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,495.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$76,795.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	$75,899.00	$75,899.00	$76,200.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$80,460.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,900.00	$4,560.00	$0.00	$0.00	$900.00	$0.00	$77,360.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,980.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$77,760.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$72,180.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$75,960.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,091.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$74,391.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$66,634.00	$66,634.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$70,174.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$60,949.00	$60,949.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$63,289.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,788.00
0022	113	ASSISTANT DISTRICT ATTORNEY III	16	5	$67,132.00	$63,071.00	$63,071.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$66,611.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$67,536.00	$67,536.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$70,356.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	14	3	$54,021.00	$52,600.00	$52,600.00	$0.00	$0.00	$0.00	$900.00	$0.00	$53,500.00
0026	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$61,043.00	$61,043.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$63,863.00
0027	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$61,011.00	$61,011.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$64,551.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,488.00	$59,488.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$62,788.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$55,935.00	$0.00	$0.00	$0.00	~~$0.00~~	$0.00	$0.00	$0.00
		AUTHORIZE SUPPLEMENTAL PAY →								**$4,122.00**			
0030	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$55,788.00	$55,788.00	$1,136.83	$0.00	~~$0.00~~	$900.00	$0.00	$57,824.83
0031	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,015.00	$59,140.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$61,720.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$56,896.00	$56,896.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$59,476.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0034	113	CRIMINAL INVESTIGATOR III	16	1	$58,888.00	$54,890.00	$54,891.00	$420.00	$0.00	$0.00	$0.00	$0.00	$55,311.00

HIDALGO COUNTY
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CRIM DA

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	
0035	113	HUMAN RESOURCES COORDINATOR IV	15	4	$60,250.00	$58,220.00	$58,220.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$59,900.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$58,020.00	$58,100.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$60,680.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$55,884.00	$55,884.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$58,464.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$50,487.00	$50,487.00	$4,800.00	$0.00	$0.00	$900.00	$0.00	$56,187.00
0040	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$56,643.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	14	2	$52,254.00	$49,344.00	$49,344.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,244.00
0042	113	CRIMINAL INVESTIGATOR II	14	4	$55,788.00	$51,743.00	$51,743.00	$900.00	$0.00	$0.00	$3,600.00	$0.00	$56,243.00
0043	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,913.00	$47,913.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,813.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	14	5	$57,555.00	$52,575.00	$52,575.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$54,915.00
0045	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,948.00	$48,948.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,848.00
0046	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$56,643.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,816.00	$48,816.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,716.00
0048	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,876.00	$48,876.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,776.00
0049	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,952.00	$48,952.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,852.00
0050	111	CRIMINAL DISTRICT ATTORNEY				$48,654.00	$48,654.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$56,654.00
0051	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,352.00	$47,352.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,252.00
0052	113	ACCOUNTANT IV	14	2	$52,254.00	$47,227.00	$47,227.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$48,427.00
0053	113	CRIMINAL INVESTIGATOR I	12	5	$49,344.00	$44,908.00	$45,531.00	$360.00	$0.00	$0.00	$0.00	$0.00	$45,891.00
0055	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$43,322.00	$43,322.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$44,582.00
0056	113	EXECUTIVE ASSISTANT I	11	5	$45,690.00	$40,742.00	$41,168.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$43,148.00
0057	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$37,902.00
0058	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$37,722.00
0059	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,452.00
0060	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$34,932.00
0061	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,365.00	$33,365.00	$600.00	$0.00	$0.00	$0.00	$0.00	$33,965.00
0062	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,343.00
0063	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$34,583.00
0064	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$900.00	$0.00	$0.00	$0.00	$0.00	$34,223.00
0065	113	ADMINISTRATIVE ASSISTANT IV	10	1	$37,109.00	$32,122.00	$32,214.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$33,294.00
0066	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0067	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$31,280.00	$31,328.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,688.00
0068	113	ADMINISTRATIVE ASSISTANT III	8	4	$35,157.00	$30,221.00	$30,600.00	$720.00	$0.00	$0.00	$0.00	$0.00	$31,320.00
0069	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0070	113	ADMINISTRATIVE ASSISTANT II	6	6	$32,051.00	$27,045.00	$27,045.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,585.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0071	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$26,080.00	$26,080.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,620.00
0073	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0074	113	ADMINISTRATIVE ASSISTANT II	6	4	$30,141.00	$25,116.00	$25,116.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,116.00
0075	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$24,278.00	$24,300.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0076	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,192.00	$24,220.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,580.00
0077	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0078	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0079	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0080	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$23,279.00	$23,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,860.00
0081	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$19,054.00	$19,054.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,054.00
0082	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0083	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0084	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0085	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0086	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0087	113	CRIMINAL INVESTIGATOR I	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0088	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0089	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	$75,899.00	$75,899.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$58,888.00	$58,888.00	$927.54	$0.00	$0.00	$900.00	$0.00	$60,715.54
0091	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$68,687.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$73,427.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
A094	113	ASSISTANT DISTRICT ATTORNEY II	14	2	$52,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$0.00
0095	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$45,977.00	$45,977.00	$0.00	$0.00	$0.00	$900.00	$0.00	$46,877.00
0096	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$28,231.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,231.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$60,988.00
0098	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$49,629.00	$49,629.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$54,129.00
					$4,790,419.00	$4,529,392.00	$4,405,011.00	$115,404.37	$0.00	$4,122.00	$57,500.00	$0.00	$4,577,015.37

Approval to authorize supplemental pay in the amount of $4,122.00 for one (1) Assistant District Attorney III position, slot no. 0030 and pay allowance to employee no. 115282, effective next full pay period.
Personnel actions pending CC approval.

AI-31439 **10. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Co Clerk's Office

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Clerk- Record Archive (1100):

1. Approval to reset the salary to the following position (s):

Status	Slot No.	Position Title	Grade	Current Rate of Pay	Proposed Rate of Pay
Temporary Full-Time	T009	Assistant Deputy Co Clerk	3	$9.8894/ hr	$10.00/ hr
Regular Part-Time	0012	Assistant Deputy Co Clerk	3	$9.8894/ hr	$10.00/ hr

2. Approval of revised salary schedule.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	03/09/2012 04:58 PM
Budget & Management	Erika Zamora	03/09/2012 05:02 PM
Sylvia Solis	Sylvia Solis	03/09/2012 05:03 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Rosie Cantu Started On: 03/09/2012 03:55 PM

Final Approval Date: 03/09/2012

AI-31260 **11. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Chief Deputy Anacleto Martinez

Department: SHERIFF DEPT.

Information

CAPTION

1. Requesting authorization to amend the 2009 Chapter 59 Asset Forfeiture Report and authorize the County Judge to execute said report.

2. Requesting authorization for the County Judge to execute the 2011 Chapter 59 Asset Forfeiture Report.

BACKGROUND

Amendment of the 2009 Chapter 59 Asset Forfeiture Report was done to include real property that was seized in 2009 and was not reported in the previous report.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact; execution of Chapter 59 Asset Forfeiture Reports only.

Attachments

2009 Amended Chapter 59 Asset Forfeiture Report

2011 Chapter 59 Asset Forfeiture Report

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	02/29/2012 09:05 AM
Budget & Management	Merlen P. Munoz	02/29/2012 10:02 AM
Manuel Chapa	Manuel Chapa	02/29/2012 04:06 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Rosie Hinojosa Started On: 02/28/2012 04:37 PM

Final Approval Date: 03/09/2012

AMENDED

FY 2009
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Sheriff's Office

Agency Mailing Address: P.O. Box 1228
Edinburg, Texas 78540

Phone Number: (956) 383-8114

County: Hidalgo

Reporting Period: (local fiscal year) 01/01/09 to 12/31/09

example: 01/01/09 to 12/31/09, 09/01/08 to 08/31/09 etc.

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ 131,849.00

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ - 0 -

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ 173,659.00

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) ..... $ 52,884.00

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ 32,307.00

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	14	9	8
2) REAL PROPERTY (Count each parcel seized as one item)	1		
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)			
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)			
5) Other Property: Description: _____			
Other Property: Description: _____			
Other Property: Description: _____			

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)..... $ 7,722.00

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS; Enter the total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $

B. Vehicles.- (should be a number not a currency amount).....

C. Other - (should be a number not a currency amount).....

V. Interest Earned on Forfeited Funds During Reporting Period..... $ 581.00

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

VI. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds**. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$ 54,469.00
Overtime	$
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	$
Supplies (includes cellular air time, miscellaneous commodities)	$
Travel	$
Training	$
Paid to or Shared with Cooperating Agency	$
Confidential Informant Payments	$
Prevention / Treatment Programs	$
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.).	$

Other: (attach additional sheets if necessary)

Description: Court Costs	$ 7,382.00	
Description:	$	
Description:	$	Other Total $ 7,382.00

TOTAL EXPENDITURES: $ 61,851.00

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE:

TITLE: Hidalgo County Judge

SIGNATURE:

DATE:

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

renee.gray@oag.state.tx.us
(512)305-8882

FY 2011
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Sheriff's Office

Reporting Period: (local fiscal year) 01/01/11 to 12/31/11

Agency Mailing Address: P.O. Box 1228
Edinburg, Texas 78540

example: 01/01/11 to 12/31/11, 09/01/10 to 08/31/11 etc.

Phone Number: (956) 383-8114

County: Hidalgo

Email Address:

This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A)	Beginning Balance: **Instructions:** Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.	$
B)	Seizures During Reporting Period: **Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	
	1) Amount seized and retained in your agency's custody.	$
	2) Amount seized and transferred to the District Attorney pending forfeiture.	$ 126,927.00
C)	Interest Earned on Seized Funds During Reporting Period: **Instructions:** Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	$
D)	Amount Returned to Defendants/Respondents:	$ 48,010.00
E)	Amount Transferred to Forfeiture Account: **Instructions:** Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.	$ 27,472.00
F)	Ending Balance: **Instructions:** Add lines A, B(1), and C, subtract lines D and E, put total in line F.	$ (75,482.00)

II. FORFEITED FUNDS

A)	Beginning Balance: **Instructions:** Include total amount of forfeited funds that have been forfeited **to your agency** and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.	$ 154,655.00
B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: **Instructions:** Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	$ 27,472.00
C)	Interest Earned on Forfeited Funds During Reporting Period : **Instructions:** Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	$ 227.00
D)	Proceeds Received by Your Agency From Sale of Forfeited Property: **Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.	$ 20,834.00
E)	Total Expenditures of Forfeited Funds During Reporting Period: **Instructions:** From Total on Section VI.	$ 44,605.00
F)	Ending Balance: Instructions: Add lines A through D, subtract line E, place total in line F.	$ 158,583.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	13	9	6	8
2) REAL PROPERTY (Count each parcel seized as one item)		1		
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description: Black Wylie Sprayer Trailer	1			
Other Property -Description:				
Other Property -Description:				

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	1
B)	Real Property (the number of separate parcels of property, not a currency amount):	
C)	Computers (the number of computers, not a currency amount):	
D)	Firearms (the number of firearms, not a currency amount):	
E)	Other (the number of items, not a currency amount):	

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	
B)	Real Property (the number of separate parcels of property, not a currency amount:	
C)	Computers (the number of computers, not a currency amount):	
D)	Firearms (the number of firearms, not a currency amount):	
E)	Other (the number of items, not a currency amount):	

VI. EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	**SALARIES**		
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	$	
2.	Salary Budgeted Solely From Forfeited Funds:	$35,897.00	
3.	Number of Employees Paid Using Forfeiture Funds:	2	
	TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		$35,897.00

B)	**OVERTIME**		
1.	For Employees Budgeted by Governing Body:	$	
2.	For Employees Budgeted Solely out of Forfeiture Funds:	$	
3.	Number of Employees Paid Using Forfeiture Funds:		
	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		$

C)	EQUIPMENT		
1.	Vehicles:	$	
2.	Computers:	$	
3.	Firearms, Vests, Personal Equipment:	$	
4.	Furniture:	$	
5.	Software:	$	
6.	Maintenance Costs:	$	
7.	Uniforms:	$	
8.	K9 Related Costs:	$	
9.	Other (Provide Detail on Additional Sheet):	$	
	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		$

D)	SUPPLIES		
1.	Office Supplies:	$	
2.	Cellular Air Time :	$	
3.	Internet:	$	
4.	Other (Provide Detail on Additional Sheet) :	$	
	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		$

E)	TRAVEL		
1.	Total In State Travel	$	
	a) Lodging:	$	
	b) Air Fare:	$	
	c) Meals (including per diem):	$	
	d) Car Rental:	$	
2.	Total Out of State Travel	$	
	a) Lodging:	$	
	b) Air Fare:	$	
	c) Meals (including per diem):	$	
	d) Car Rental:	$	
3.	Fuel:	$	
4.	Parking:	$	

5.	Other (Provide Detail on Additional Sheet):	$	
	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		$

F)	**TRAINING**		
1.	Fees (Conferences, Seminars):	$	
2.	Materials (Books, CDs, Videos, etc.):	$	
3.	Other (Provide Detail on Additional Sheet):	$	
	TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		$

G)	**INVESTIGATIVE COSTS**		
1.	Informant Costs:	$	
2.	Buy Money:	$	
3.	Lab Expenses:	$	
4.	Other (Provide Detail on Additional Sheet) :	$	
	TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:		$

H)	**TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE**		
1.	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (I), (j):	$	
2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	$	
	TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (I), (j), (n), (o)):		$

I)	**FACILITY COSTS**		
1.	Building Purchase:	$	
2.	Lease Payments:	$	
3.	Remodeling:	$	
4.	Maintenance Costs:	$	
5.	Utilities:	$	
6.	Other (Provide Detail on Additional Sheet):	$	
	TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:		$

J)	**MISCELLANEOUS FEES**	
1.	Court Costs:	$ 5,147.00
2.	Filing Fees:	$

3.	Insurance:	$	
4.	Witness Fees:	$	
5.	Audit Costs and Fees:	$	
6.	Other (Provide Detail on Additional Sheet):	$ 3,561.00	
	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:		$ 8,708.00

K)	**TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:**	$	
L)	**TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):**	$	
M)	**TOTAL EXPENDITURES:**		$ 44,605.00

NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY MANAGER (Printed Name): Ramon Garcia, Hidalgo County Judge

SIGNATURE: _____

DATE: _____

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): Guadalupe "Lupe" Trevino, Hidalgo County Sheriff

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

FY 2011

CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

PAGE 5

J. MISCELLANEOUS

6. Other $ 3,561.00

Payment of advertising fees to a local newspaper "The Monitor" for publication of citations on involving forfeitures.

AI-31222 **12. B.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to accept the attached Immunization Branch - Locals grant contract #2012-039050-001A. The purpose of this Amendment is to revise Exhibit A (Work Plan) to incorporate new federal definition of underinsured. The amendment will be effective March 13, 2012.

BACKGROUND

The Immunization FY 12 original contract (#2012-039050-001) was accepted by Commissioner's Court on 08/30/11 through AI-28176.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-012-2-xxx

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

BUDGETARY IMPACT:

No fiscal impact.
This Amendment includes no changes to grant award / budget.

Attachments

Amendment

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/24/2012 02:10 PM
Manuel Chapa	Manuel Chapa	03/01/2012 08:25 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mike Escaname Started On: 02/24/2012 01:19 PM

Final Approval Date: 03/09/2012

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2012-039050 (Contract) in accordance with this Amendment No. 001A : IMMUNIZATION BRANCH - LOCALS, effective 02/08/2012 .

The purpose of this Amendment is to revise Exhibit A (Work Plan) to incorporate new federal definition of underinsured.

Therefore, DSHS and Contractor agree as follows:

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

Exhibit A is revised as attached.

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

Department of State Health Services

Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

IMM/LOCALS
DSHS Contract Number: 2012-039050
HIDALGO COUNTY HEALTH DEPARTMENT
EXHIBIT A

Contractors are required to perform all activities of the annual Work Plan in compliance with all documents referenced in this Work Plan.

1. PROGRAM PLANNING AND EVALUATION

General Requirement 1A: Implement a comprehensive immunization program. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 1A:

- Adhere to *Standards for Child and Adolescent Immunization Practices* and *Standards for Adult Immunization Practices* found at: http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf and http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf.
- Maintain current policies in compliance with the *DSHS Immunization Contractors Guide for Local Health Departments* and have them available to Contractor's staff.
- Maintain staffing levels to meet required activities of the contract.
- Lapse no more than 5% of total funded amount of the contract.
- Submit required tri-annual reports by January 30, May 30, and September 30 of each contract term.

2. VACCINE MANAGEMENT

(http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm)

General Requirement 2A: Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *TVFC Operations Manual.*

Activity 2A:

- Maintain storage and handling polices and procedures according to the *TVFC Operations Manual.*
- Ensure that appropriate Vaccine Management plan is in place at each clinic location and that it includes an updated *Emergency Contingency Plan*.

General Requirement 2B: Assist all other TVFC providers in local jurisdiction with maintaining appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *TVFC Operations Manual.*

Activities 2B:

- Evaluate maximum vaccine stock levels twice a year in **all** TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics. This activity will become part of the Electronic Vaccine Inventory (EVI) system and local health departments will be advised if any assistance on this activity is needed.
- Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines. Review may be done from a paper report or on the EVI system.
- If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
- Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS
    - To avoid the appearance of impropriety, the LHD must not involve pharmaceutical manufacturer representative in provider choice trainings; or, the LHD must not take any other actions which appear to have a connection between activities sponsored under this contract and any other activities the LHD wishes to conduct on its own which would involve pharmaceutical manufacturer representatives giving presentations to providers.
- Offer provider updates, training and information as changes to vaccine management occurs.

3. REGISTRIES

(http://www.dshs.state.tx.us/immunize/providers.shtm and http://dshs.state.tx.us/immunize/immtrac/default.shtm)

General Requirement 3A: Effectively utilize ImmTrac (the DSHS on-line immunization registry) in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 3A:

- Search for the client's immunization history at every client encounter.
- Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at http://www.cdc.gov/vaccines/recs/schedules/default.htm.
- Report to ImmTrac all immunizations administered to children (younger than 18 years) and consented adults in Contractor's clinics, either directly into ImmTrac online or through TWICES.
- Update demographic information as needed.
- Follow recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Implement changes to the consent process as directed by DSHS.
- Offer updated *Immunization History Report* to the client or client's parent or guardian at every client encounter.
- At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in ImmTrac.

General Requirement 3B: Work in good faith, and as described herein, to increase the

number of children less than six years of age who participate in ImmTrac. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activity 3B:

- Verbally, and with DSHS produced literature, inform parents presenting at Contractor's clinics about ImmTrac and the benefits of inclusion in ImmTrac.

General Requirement 3C: Work in good faith, and as specified herein, to ensure ImmTrac-registered private providers use ImmTrac effectively as defined in the *DSHS Immunization Contractors Guide for Local Health Departments*. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 3C:

- Provide orientation to all ImmTrac providers at least once a year and maintain documentation of all technical assistance provided (e.g. telephone logs).
- Explain and demonstrate the effective use of ImmTrac according to the instructions located in the *DSHS Immunization Contractors Guide for Local Health Departments*.
- Explain guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent guidelines.pdf.
- Conduct follow-up with registered ImmTrac providers who are inactive or not using ImmTrac effectively.

General Requirement 3D: Ensure that ImmTrac data, entered by Contractor's staff, is complete, current, and accurate. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 3D:

- Train Contractor's staff on ImmTrac data entry and quality standards.
- Update all demographic information, including address and telephone number, at every client encounter.

4. PROVIDER QUALITY ASSURANCE
(http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm)

General Requirement 4: Complete site visit follow-up assigned by DSHS Austin or Health Service Region staff within prescribed timeframes outlined in the *TVFC Operations Manual*.. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 4:

- Conduct site visit follow-up and submit results following the process described and within deadlines established in the *TVFC Operations Manual*.
- Conduct site visits in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

5. PERINATAL HEPATITIS B PREVENTION

(http://www.dshs.state.tx.us/idcu/disease/hepatitis/hepatitis_b/perinatal/manual/)

General Requirement 5A: Ensure all pregnant women are screened for hepatitis B surface antigen (HBsAg) and that all HBsAg-positive pregnant women are reported to DSHS. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5A:

- Develop a surveillance system that includes prenatal care providers, obstetrical care providers, family practitioners, and labor and delivery facilities to assure all HBsAg-positive pregnant women are reported to DSHS within one week of diagnosis.
- Educate prenatal care providers routinely to screen pregnant women for HBsAg status during each pregnancy, implement procedures for documenting HBsAg screening results in prenatal care records and forward original laboratory results to the delivery facility.
- Educate delivery hospitals to verify prenatal HBsAg test results of pregnant women on admission for delivery and test for HBsAg at delivery.

General Requirement 5B: Ensure that all infants born to HBsAg-positive women and women whose HBsAg status is unknown will receive the first dose of the hepatitis B vaccine and hepatitis B immune globulin (HBIG) within 12 hours of birth. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5B:

- Assure all labor and delivery facilities develop standing orders and policies to administer the first dose of the hepatitis B vaccine and HBIG to at risk infants within 12 hours of birth
- Identify labor and delivery facilities that do not have standing orders and/or policies and educate providers to establish standing orders and policies to administer to at-risk infants the first dose of the hepatitis B vaccine and HBIG within 12 hours of birth
- Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or the hepatitis B immune globulin and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and hepatitis B immune globulin within 12 hours of birth
- Report to DSHS all infants born to HBsAg (+) women within fifteen (15) calendar days of the event.

General Requirement 5C: Ensure that 100% of the number of identified infants born to HBsAg-positive women will complete the hepatitis B vaccine series and post-vaccination serology (PVS) testing or staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5C:

- Administer or obtain from the provider or IMMTRAC the complete hepatitis B vaccine series. Infants shall complete the hepatitis B vaccine series by 6 – 8 months of age if the infant receives a single antigen or Pediarix vaccine and by 15 months of age if the infant receives the Comvax series.
- Perform PVS testing or obtain from the provider or IMMTRAC PVS testing results to determine immunity against hepatitis B. Post vaccine serology testing shall be done by 9 – 15 months of age if the infant received a single antigen or Pediarix vaccine and by 18 months of age if the infant received the Comvax vaccine series.

General Requirement 5D: All reported HBsAg (+) mothers shall be interviewed and names and locating information of household contacts and sexual partners elicited for serologic testing. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5D:

- Household contacts and sexual partners shall be identified for each reported HBsAg(+) mother
- Each identified contact and sexual partner shall be serologically tested to determine susceptibility status

General Requirement 5E: 80% of all susceptible household and sexual contacts to HBsAg-positive women will complete the hepatitis B vaccine series and post vaccine serology testing or staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5E:

- Administer the hepatitis B vaccine series according to the Recommended Adult Immunization Schedule to susceptible household contacts and sexual partner or obtains vaccination data from the provider.
- Administer post vaccine serology testing 1 – 2 months after the last dose of the vaccine series to determine status or obtain PVS results from the provider.

6. EDUCATION, INFORMATION, TRAINING, AND COLLABORATIONS

(http://www.dshs.state.tx.us/immunize/providers.shtm)

General Requirement 6A: Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness, including distribution of DSHS-provided materials. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6A:

- Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable

diseases, staying on the ACIP Recommended Immunization Schedule(s) and the importance of not missing any vaccines.

- Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, and healthcare providers and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated, vaccine recommendations, and the location(s) of community vaccination clinics.
- Conduct at least one monthly immunization education activity targeting one of the target groups.
- Document the activity with the number & type of participants, and evaluate activity by obtaining feedback from participants.
- Use national immunization observances as opportunities to conduct specific education and promotional activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).
- Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis.
- Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
- Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers.
- Promote www.ImmunizeTexas.com, the Immunization Branch's website, *The Upshot*, electronic newsletter, and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
- Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
- Provide information to clients, families, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and the importance of maintaining a complete immunization history in ImmTrac.
- Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
- Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
- Inform and highly recommend to the medical community and local providers within the Contractor's' jurisdiction on the annual CDC *Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC)* training.

General Requirement 6B: Educate, inform, and train the medical community and local providers within Contractor's jurisdiction on Immunization activities listed below: Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6B:

- Provide training on TVFC requirements and updates (as described in the *TVFC Operations Manual*) to TVFC providers annually at a minimum.
- Ensure that the TVFC providers have the most up-to-date, DSHS-produced

immunization information in their offices.

- Provide training, information, and technical assistance to promote the effective use of ImmTrac by private providers (which includes education regarding the benefits of ImmTrac participation).
- Educate private providers about the ImmTrac enrollment process and the statutory requirement to report immunizations.
- As directed by DSHS identify first responders and their immediate family in the community and inform them of the opportunity to be included in ImmTrac.
- Conduct educational training for hospital and health care providers within the Contractor's jurisdiction, to increase mandatory screening and reporting of HBsAg-positive women.
- Provide training on the prevention of Perinatal Hepatitis B to providers within the Contractor's jurisdiction.
- Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements.
- Educate and update providers on the most current Advisory Committee on Immunization Practices (ACIP) recommendations for all age groups, as well as on applicable regulatory vaccination requirements.
- Provide training relating to *Standards for Child and Adolescent Immunization Practice*s, and *Standards for Adult Immunization Practices* (http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf and http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf) to all immunization providers within Contractor's jurisdiction.
- Inform all private providers on the federal requirement that the most current Vaccine Information Statements (VIS) must be distributed to patients (http://www.cdc.gov/vaccines/pubs/vis/default.htm).
- Promote a health care workforce that is knowledgeable about vaccines, vaccine recommendations, vaccine safety, vaccine-preventable diseases, and the delivery of immunization services.
- Educate healthcare workers on the need to get themselves vaccinated.
- Provide information to community health care employers (hospitals, clinics, doctor's offices, long-term care facilities) about the importance of vaccination of health care workers.
- Educate private providers to send NIS surveys to the Contractor for research prior to returning the survey to CDC, if applicable.
- Coordinate educational and other activities with local WIC programs to assure that children participating in WIC are screened and referred to their "medical home" for vaccination using a documented immunization history in accordance with the *Standards for Child and Adolescent Immunization Practices* (http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf).
- Offer educational opportunities to all WIC programs in the service area, including information about on-line and satellite-broadcast continuing education opportunities from the Centers for Disease Control and Prevention (CDC) Continuing Education web site (http://www.cdc.gov/vaccines/ed/default.htm).

General Requirement 6C: Conduct outreach to targeted groups for the promotion of best practices and special activities related to immunizations. Activities under this

requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6C:

- Conduct outreach (including, but not limited to, the specific outreach described in the *DSHS Immunization Contractors Guide for Local Health Departments*) to families of children 19 to 35 months of age who are not up to date on their immunizations according to ImmTrac; locate additional immunization histories; and enter history data into ImmTrac.
- Collaborate with prenatal health care providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about ImmTrac and the benefits of participation. Includes the dissemination of DSHS educational materials as appropriate.
- Identify and contact families of children for whom ImmTrac consent has been granted but who do not have complete immunization records in ImmTrac.

General Requirement 6D: Conduct recruitment to increase the number of ImmTrac providers, TVFC providers, and Perinatal Hepatitis B providers. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6D:

- Conduct recruitment activities as defined in the *TVFC Operations Manual* with providers on the DSHS-supplied provider recruitment list.
- Target adolescent health care providers for recruitment and emphasize adolescent vaccine requirements and recommendations.
- Recruit new private provider sites for ImmTrac.
- Participate with DSHS regional staff in recruitment of hospitals and providers conducting surveillance and reporting of Perinatal Hepatitis B.

General Requirement 6E: Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6E:

- Identify providers, hospitals, schools, child care facilities, social service agencies, and community groups involved in promoting immunizations and reducing vaccine-preventable diseases.
- List and maintain contact information of group members and collaborations and identify the best practices they are promoting.
- Maintain written agreements and updates of group members and collaborations. Document communications, group meetings and planning of activities that promote the Best Practices identified in contract agreement. Documents are to be accessible during site visits.
- Report new group members on the tri-annual report.

7. EPIDEMIOLOGY AND SURVEILLANCE

(*http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf*)

General Requirement 7: Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (*http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf*) and National Electronic Disease Surveillance System (*NEDSS*)). Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 7:

- Adhere to the *DSHS Vaccine-Preventable Disease (VPD) Surveillance Guidelines*, *NEDSS Data Entry Guidelines*, and *Epi Case Criteria Guide* (*https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/EpiCaseGuide.pdf*) in conducting this General Requirement and the associated activities.
- Complete all data entry into NEDSS Base System (NBS) following the *NBS Data Entry Guidelines.* (*https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Data_Entry_Guidelines_2007.pdf*).
- Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history should be assessed through ImmTrac, provider offices, school records, or patient records.
- Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) sent from DSHS through NBS and Health Alert Network (HAN).
- Report on steps taken by Contractor to ensure the completeness of VPD reporting within Contractor's jurisdiction on triannual reports.
- All new VPD surveillance staff will attend Introduction to NBS training and complete the certification process in order to gain access to the NBS system.

8. POPULATION ASSESSMENT

(*Immunization Population Assessment Manual* available on line at http://www.dshs.state.tx.us/immunize/docs/school/2010-2011_PopulationAssessmentManual.pdf (Reference Stock No. 11-12550, Revised 09/10)

General Requirement/Activity 8A: When assigned by DSHS, complete 100% of child-care facility and Head Start center assessments and child care audits. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Population Assessment Manual.*

General Requirement/Activity 8B: When assigned by DSHS, complete 100% of public and private school assessments, retrospective surveys, and validation surveys. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Population Assessment Manual.*

9. SERVICE DELIVERY

General Requirement 9: Provide immunization services and ACIP-recommended vaccines in Contractor's clinics to children, adolescents and adults to maximize vaccine coverage levels within Contractor's jurisdiction. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 9:

- Ensure that all ACIP-recommended vaccines are routinely available to eligible TVFC patients and that Adult Safety Net vaccines are available to eligible adult patients. ~~who want them.~~
- Recommend the simultaneous administration of all needed vaccines for the patient.
- Follow only medically supportable contraindications to vaccination.
- Verbally educate patients and parents/guardians about the benefits and risks of vaccination, and distribute DSHS educational materials as applicable as part of this conversation.
- Discuss, and attempt to schedule, the next immunization visit at each client encounter.
- Explain the benefits of a "medical home" and assist the parent/guardian in obtaining or identifying the child's medical home.
- Use a Reminder/Recall system (manual, TWICES, ImmTrac, or other system).
- Establish "standing orders" for vaccination in Contractor's clinics, consistent with legal requirements for standing order (including, but not limited to, those found in the Texas Medical Practice Act).
- Implement an employee immunization policy according to CDC recommendations in Contractor's clinics.

Mike Escaname

From: Donna.Ockletree@dshs.state.tx.us
Sent: Wednesday, February 29, 2012 8:34 AM
To: miguel.escaname@hchd.org
Cc: Dianna.Highberg@dshs.state.tx.us
Subject: RE: 2012-039050-001A, IMM/LOCALS, HIDALGO COUNTY HEALTH DEPARTMENT - Request

Mike,
You can go ahead and have the County Judge sign the amendment and strike out the date and write in 3/13/2012

Donna Ockletree
Client Services Contracting Unit
Dept. of State Health Services
Ph:512-776-3683
Fax:512-776-7351

Contracting resources:http://online.dshs.state.tx.us/finance/cscu.htm

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From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Friday, February 24, 2012 1:50 PM
To: Ockletree,Donna (DSHS)
Cc: Highberg,Dianna (DSHS)
Subject: FW: 2012-039050-001A, IMM/LOCALS, HIDALGO COUNTY HEALTH DEPARTMENT - Request

Hello Donna / Dianna:

We have received the IMM/LOCALS Amendment and will be presenting it to our Commissioner's Court, including our County Judge for acceptance on March 13, 2012.

Our Legal Counsel has requested that the amendment "effective date" be the date it is presented to our Commissioner's Court.

In the past, with other Amendments we have received from your Agency and Division, you have accommodated this request by changing the effective date to match our Commissioner's Court date. As such, we'd appreciate if you can accommodate our request once again by changing the effective date of 02/08/2012, currently shown on Amendment page, to **03/13/2012**. (see attachment)

Option 2 is to have our County Judge strike the 02/08/2012 date and write in the 03/13/2012 date.

We will wait for the revised document or your recommendation and as soon as our County Judge signs the Amendment, we will return the original documents to you.

Thank you for your cooperation and assistance.

Regards,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221

From: Donna.Ockletree@dshs.state.tx.us [mailto:Donna.Ockletree@dshs.state.tx.us]
Sent: Friday, February 24, 2012 12:25 PM
To: eddie.olivarez@hchd.org; mike.escaname@hchd.org; ray.eufracio@auditor.co.hidalgo.tx.us
Cc: Dianna.Highberg@dshs.state.tx.us
Subject: 2012-039050-001A, IMM/LOCALS, HIDALGO COUNTY HEALTH DEPARTMENT

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) amendment. Please print two copies of each, in the order they appear in this e-mail, sign and return both copies to this unit as soon as possible. Your amendment will be signed by DSHS and returned to your agency.

Changes made to any portion of the amendment documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

PLEASE NOTE: Return both copies of the amendment in their entirety to the address below. Amendments returned to any other address may result in contract delays.

Mailing Address for Regular Mail	**Physical Address for Overnight Mail**
Client Services Contracting Unit MC 1886	Client Services Contracting Unit MC 1886
Department of State Health Services	Department of State Health Services
PO Box 149347	1100 W. 49th Street
Austin, TX 78714-9347	Austin, TX 78756

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Donna Ockletree at 512-776-3683 or via email at donna.ockletree@dshs.state.tx.us

Donna Ockletree, Contract Specialist III
Department of State Health Services
Client Services Contracting Unit, Tower Bldg.

1100 West 49th Street
Austin, TX 78756

US Mail: PO Box 149347
Austin, TX. 78714-9347

Phone: 512-776-3683
Fax: 512-776-7351
Click here for Contracting Resources:
http://online.dshs.state.tx.us/finance/cscu.htm

AI-31311 **12. C.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization for Hidalgo County Health & Human Services Dept. to participate with the Texas Infertility Prevention Project. The TIPP state project is to promote the prevention of STD-related infertility in women.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** n/a

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

BUDGETARY IMPACT:

No budgetary impact to County. Support from TIPP is non monetary. Support from TIPP includes CT/GC testing supplies, CT/GC laboratory processing, STD medications, training, technical assistance and miscellaneous patient and staff education supplies.

No local matching funds are required.

Attachments

TIPP
email
email 2
backup
TIPP Clarification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 03:28 PM
Manuel Chapa	Manuel Chapa	03/08/2012 11:38 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mike Escaname Started On: 03/01/2012 03:02 PM

Final Approval Date: 03/09/2012

Texas Infertility Prevention Project (TIPP)

Procedures for Collaboration

To promote the prevention of STD-related infertility in women, DSHS collaborates with a variety of state, local and regional partners including, but not limited to: HIV/STD clinics, family planning clinics, juvenile detention centers and adult detention facilities and state, local and private laboratory partners (referred to as *TIPP partners* in this document).

DSHS will utilize STD-related infertility funds from the Centers for Disease Control and Prevention (CDC) to conduct the following activities:

a) Purchase and distribute Chlamydia and gonorrhea (CT/GC) amplified technology test kits to TIPP partners as agreed upon by all parties;
b) Provide CT/GC laboratory processing for specimens from patients who have been tested based on TIPP screening criteria;
c) Purchase and distribute medications to treat Chlamydia and/or gonorrhea to include enough medication to treat the index patient, an average of one partner per identified case (including expedited partner therapy), a percentage of presumptive cases, and dual treatment for gonorrhea positive cases;
d) Provide TIPP site-specific CT/GC data analysis semi-annually and additional data analysis as requested on a case-by-case basis;
e) Provide training, technical assistance and programmatic consultation to TIPP partners via telephone, written correspondence, and/or site visit.
f) Provide on-site Administrative and Clinical site audits, including a record review, to ensure policies, procedures, and practices are in compliance with program guidelines and objectives. Frequency of audits will be determined by the TIPP Priority Assessment Tool;
g) Conduct a bi-annual workshop for TIPP partners to discuss issues of STD-related infertility. Topics to be covered will be determined by a planning committee comprised of TIPP partner representatives and TIPP Leadership. Travel expenses will be reimbursed for approved participants.

Participating TIPP Partners will:

a) Conduct CT/GC screening according to TIPP screening guidelines;
b) Submit CT/GC specimens to an approved laboratory;
c) Accurately complete laboratory requisition forms to assure quality data and appropriate payor source;
d) Submit confidential reports of diagnosed STD cases as required by 25 Texas Administrative Code, chapter 97 to local health authority or DSHS surveillance;
e) Provide and document appropriate counseling and treatment to every patient diagnosed (or presumptively treated) with CT/GC, including risk reduction, the importance of partner examination and treatment, recommended follow-up visits, and referrals;
f) Provide and document partner management activities for every patient identified with CT/GC. This may include contacting and referring partners, examination of partners, provision of medications to partners, counseling partners, and making appropriate referrals;
g) Participate and cooperate with Administrative and Clinical site audits conducted by DSHS programmatic staff and/or TIPP representatives;

h) Send a representative to the bi-annual TIPP Workshop;
i) Assure all agency staff utilizing TIPP supplies have been oriented to TIPP goals, mission and screening guidelines.

Note: The TIPP Procedures for Collaboration may be renegotiated based on factors including, but not limited to: screening volume, chlamydia positivity rates, compliance with the most recent CDC STD Treatment Guidelines, adherence to the Texas IPP screening guidelines, and available TIPP funding.

I acknowledge that I have received and read the TIPP Procedures for Collaboration.

Agency:

TIPP/DSHS support in most recent funding cycle**: $

TIPP Partner Representative

Printed Name:

Signature:

Date:

DSHS TIPP Leadership

Signature:

Date:

Texas IPP Coordinator

Signature:

Date:

***Support to partners is non monetary. Financial support includes CT/GC testing supplies, CT/GC laboratory processing, STD medications, training, technical assistance and miscellaneous patient and staff education supplies.*

Mike Escaname

-----Original Message-----
From: Jennifer Curtiss [mailto:jcurtiss@cardeaservices.org]
Sent: Thursday, March 01, 2012 8:55 AM
To: lydia.serna@hchd.org
Cc: 'Connie Sanchez'; Jennifer Curtiss
Subject: Welcome to TIPP

Hello Lydia—

Welcome to the Texas Infertility Prevention Project (TIPP).

As per our conversation earlier this week , TIPP is offering to support your CT/GC testing submitted to the Women's Health Lab (WHL) in San Antonio for patients age 25 and younger. Based on reports provided by the lab, this is approximately 1,000 tests per year.

TIPP will monitor your CT/GC testing through WHL reports. After 3-6 months of testing, TIPP will look at your data to determine if:

1) You have been allotted enough tests to support your patients that qualify for TIPP;
2) If your TIPP testing population needs to be narrowed due to low chlamydia positivity rates.

Attached you will find the **TIPP Procedures for Collaboration**. This document describes the relationship we will have with your clinics. We ask that you read this document and have the appropriate designate from your agency sign the document and return it to us via fax or mail. The TIPP Procedures for Collaboration simply clarify the expectations in the TIPP relationship with your clinics. Once we have a signed copy of this document, I will notify the WHL about your agency joining the project. As a TIPP partner, you will mark "IPP" as the pay source for TIPP qualified patients on the laboratory specimen requisition form.

Cardea
Attn: Jennifer Curtiss
1106 Clayton Lane, Suite 410E
Austin, TX 78723

Fax 512-476-0326

You will continue to receive your STD medications through your regional partners.

TIPP representatives will want to visit your agency to provide a staff orientation within 6 months of you joining the project. We can talk later to schedule this visit.

Please let me know if you have any questions about TIPP, your annual test allotment and/or the collaborative document.

Thanks. Jen

Jennifer Curtiss, M.Ed.
Texas IPP Coordinator
Cardea — Austin, TX
p: (512) 474-2166 f: (512) 476-0326
jcurtiss@cardeaservices.org *(new!)*
www.cardeaservices.org

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, March 02, 2012 8:55 AM
To: 'Mike Escaname'
Cc: eddie.olivarez@hchd.org; lydia.serna@hchd.org
Subject: RE: Request for Review - Health & Human Services Dept. TIPP Project

I have reviewed the attached "TIPP: Procedures for Collaboration" and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

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****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Thursday, March 01, 2012 3:31 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: eddie.olivarez@hchd.org; lydia.serna@hchd.org
Subject: Request for Review - Health & Human Services Dept. TIPP Project

Hello Josephine,

On behalf of Mr. Olivarez, Chief Administrative Officer, we have placed an item on the CC agenda for 03/13/2012 for consideration and approval. It involves non-monetary assistance from the state to promote the prevention of STD-related infertility in women.

Please see the related e-mail below and the TIPP Procedures for Collaboration which is attached.

We'd appreciate if you can review these items and let us know if you approve or have any concerns so that we can communicate your response to CC.

Thanks Josephine,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221

-----Original Message-----
From: Jennifer Curtiss [mailto:jcurtiss@cardeaservices.org]
Sent: Thursday, March 01, 2012 8:55 AM
To: lydia.serna@hchd.org
Cc: 'Connie Sanchez'; Jennifer Curtiss
Subject: Welcome to TIPP

Hello Lydia—

Welcome to the Texas Infertility Prevention Project (TIPP).

As per our conversation earlier this week , TIPP is offering to support your CT/GC testing submitted to the Women's Health Lab (WHL) in San Antonio for patients age 25 and younger. Based on reports provided by the lab, this is approximately 1,000 tests per year.

TIPP will monitor your CT/GC testing through WHL reports. After 3-6 months of testing, TIPP will look at your data to determine if:

1) You have been allotted enough tests to support your patients that qualify for TIPP;
2) If your TIPP testing population needs to be narrowed due to low chlamydia positivity rates.

Attached you will find the **TIPP Procedures for Collaboration**. This document describes the relationship we will have with your clinics. We ask that you read this document and have the appropriate designate from your agency sign the document and return it to us via fax or mail. The TIPP Procedures for Collaboration simply clarify the expectations in the TIPP relationship with your clinics. Once we have a

signed copy of this document, I will notify the WHL about your agency joining the project. As a TIPP partner, you will mark “IPP” as the pay source for TIPP qualified patients on the laboratory specimen requisition form.

Cardea
Attn: Jennifer Curtiss
1106 Clayton Lane, Suite 410E
Austin, TX 78723

Fax 512-476-0326

You will continue to receive your STD medications through your regional partners.

TIPP representatives will want to visit your agency to provide a staff orientation within 6 months of you joining the project. We can talk later to schedule this visit.

Please let me know if you have any questions about TIPP, your annual test allotment and/or the collaborative document.

Thanks. Jen

Jennifer Curtiss, M.Ed.
Texas IPP Coordinator
Cardea — Austin, TX
p: (512) 474-2166 f: (512) 476-0326
jcurtiss@cardeaservices.org *(new!)*
www.cardeaservices.org

Mike Escaname

From: Jennifer Curtiss <jcurtiss@cardeaservices.org>
Sent: Friday, March 09, 2012 2:21 PM
To: Mike Escaname
Subject: RE: TIPP - Funding Source Question

See my answers below in red.
Thanks so much for calling, and please let me know if I can do anything else.

Jennifer Curtiss, M.Ed.
Texas IPP Coordinator
Cardea — Austin, TX
p: (512) 474-2166 f: (512) 476-0326
jcurtiss@cardeaservices.org *(new!)*
www.cardeaservices.org

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Friday, March 09, 2012 2:10 PM
To: Jennifer Curtiss
Subject: TIPP - Funding Source Question

Hello Jennifer,

I'm just following up on our phone conversation.

I'd appreciate if you would confirm our discussion:

- The Texas Infertility Prevention Project (TIPP) is funded with state funds and not federal funds

The Texas IPP is a state funded project

- The dollar amount of value associated with the TIPP/ DSHS support will be provided by your Agency and is based on actual support provided during the period.

The dollar amount is based on actual support. The TIPP Procedures of Collaboration is a document that is renewed every year. At that time, our project will enter the actual dollar amount of support we have provided over that time frame (test supplies, lab processing fees, miscellaneous supplies such as condoms or educational brochures, plus TA and training support)

- The TIPP Procedures for Collaboration is not:
  - A Memo of Understanding,
  - Contract,
  - Binding Document.

This is correct. We just want to make sure people are reading the document. There has been confusion in the past, especially when there is agency turnover, about what it means to be a TIPP partner. You are free to discontinue the relationship at any time.
Please any other information you wish to include.

Once I have the signed document, it will only take a few days for our project to begin supporting your CT/GC testing in patients under 26 years of age.

Thanks for your cooperation,

Regards,

Mike Escaname

Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221

Mike Escaname

From: Jennifer Curtiss <jcurtiss@cardeaservices.org>
Sent: Friday, March 09, 2012 2:21 PM
To: Mike Escaname
Subject: RE: TIPP - Funding Source Question

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Jennifer Curtiss, M.Ed.
Texas IPP Coordinator
Cardea — Austin, TX
p: (512) 474-2166 f: (512) 476-0326
jcurtiss@cardeaservices.org *(new!)*
www.cardeaservices.org

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To: Jennifer Curtiss
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  - Contract,
  - Binding Document.

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Please any other information you wish to include.

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Thanks for your cooperation,

Regards,

Mike Escaname

Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221

AI-31289 **12. D.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - H.D. Adm (1293):

Requesting authorization to appropriate funds to the Health & Human Services Dept.'s Health Administration budget in the amount of $293,300.00. This appropriation is for the period 03/13/12 to 12/31/12.

BACKGROUND

Partial appropriation to fund salaries / fringes for 2012 was approved by CC on 12/20/11 through AI-30119.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Funds available in F-1293 fund balance. Account #2-1293-253-00-000-000-0-000

Attachments

Appropriation

sage bal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 08:08 AM
Manuel Chapa	Manuel Chapa	03/01/2012 09:01 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mike Escaname Started On: 02/29/2012 04:12 PM

Final Approval Date: 03/09/2012

DATE: February 29, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-005-0-XXX Health Administration

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
2-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROFESSIONAL SERVICES	$ 10,000.00
2-1293-441-00-340-005-0-431	H.D. ADM-REPAIR & MAINTENANCE SERVICES - BUILDINGS & OTHER STRU	$ 27,000.00
2-1293-441-00-340-005-0-432	H.D. ADM-REPAIR & MAINTENANCE SERVICES - EQUIPMENT & VEHICLES	$ 10,000.00
2-1293-441-00-340-005-0-532	H.D. ADM-WIRELESS DEVICES	$ 4,000.00
2-1293-441-00-340-005-0-601	H.D. ADM-OFFICE & COMPUTER SUPPLIES	$ 34,000.00
2-1293-441-00-340-005-0-604	H.D. ADM-MEDICAL & LAB SUPPLIES	$ 50,000.00
2-1293-441-00-340-005-0-619	H.D. ADM-OTHER MISCELLANEOUS SUPPLIES	$ 2,000.00
2-1293-441-00-340-005-0-661	H.D. ADM-MINOR OFFICE FURNITURE & EQUIPMENT	$ 4,500.00
2-1293-441-00-340-005-0-664	H.D. ADM-OTHER MINOR EQUIPMENT	$ 2,800.00
2-1293-441-00-340-005-0-741	H.D. ADM-VEHICLES	$ 115,000.00
2-1293-441-00-340-005-0-745	H.D. ADM-COMPUTER EQUIPMENT	$ 3,000.00
2-1293-441-00-340-005-0-748	H.D. ADM-OTHER EQUIPMENT	$ 31,000.00
	TOTAL APPROPRIATION	$ 293,300.00
	TOTAL APPROPRIATION	$ 293,300.00

REASON: To appropriate additional funds to the 2012 Health Adm Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1293	**HEALTH DEPARTMENT**				
2-1293-101-00-000-000-0-000	HEALTH GRANTS-CASH	296,021.06	-260,003.51	188,948.72	484,969.78
2-1293-103-00-000-000-0-000	HEALTH GRANTS-TIME DEPOSITS	.00	.00	.00	.00
2-1293-103-10-000-000-0-000	HEALTH GRANTS-TIME DEP/FLEXICASH	500,695.91	400,000.00	-100,695.91	400,000.00
2-1293-104-00-000-000-0-000	HEALTH GRANTS-INTEREST RECEIVABLE	.00	.00	.00	.00
2-1293-115-00-000-000-0-000	HEALTH GRANTS-ACCOUNTS RECIEVABLE	7,780.11	.00	-7,780.11	.00
2-1293-115-10-000-000-0-000	HEALTH GRANTS-A/R NSF CHECKS	.00	.00	.00	.00
2-1293-115-20-000-000-0-000	HEALTH GRANTS-A/R EMPLOYEE TRAVEL ADVANC	.00	.00	.00	.00
2-1293-115-20-000-001-0-000	TDH PHPSB-A/R EMPLOYEE TRAVEL ADVANCES	.00	.00	.00	.00
2-1293-115-20-000-002-0-000	BORDER HLTH EWIDS-A/R EMPLOYEE TRAVL ADV	.00	.00	.00	.00
2-1293-115-20-000-003-0-000	H.D. ADM-A/R EMPLOYEE TRAVEL ADVANCES	.00	.00	.00	.00
2-1293-115-20-000-004-0-000	RLSS-OPHP-A/R EMPLOYEE TRAVEL ADVANCES	.00	.00	.00	.00
2-1293-115-20-000-005-0-000	IMM DIV LOCAL-A/R EMPLOYEE TRAVEL ADVANC	.00	.00	.00	.00
2-1293-126-10-000-000-0-000	DUE FROM FEDERAL GOVT	.00	.00	.00	.00
2-1293-126-10-000-001-0-000	DUE FROM FEDERAL GOVT-CPS/PHER	.00	.00	.00	.00
2-1293-126-20-000-001-0-000	DUE FROM STATE-TDH TITLE V	21,816.54	-10,799.62	-21,816.54	.00
2-1293-126-20-000-002-0-000	DUE FROM STATE-TDH RLSS LPHS	19,632.94	-10,220.68	-16,979.54	2,653.40
2-1293-126-20-000-003-0-000	DUE FROM STATE-TB CONTROL	85,836.14	-45,466.76	-71,490.03	14,346.11
2-1293-126-20-000-004-0-000	DUE FROM STATE-TB ELIMINATION	144,916.62	-53,258.14	-119,908.01	25,008.61
2-1293-126-20-000-005-0-000	DUE FROM STATE-TDH IMMUNIZATION	169,449.27	-76,262.27	-76,262.27	93,187.00
2-1293-126-20-000-006-0-000	DUE FROM STATE-TDH PHPSB	88,828.13	-72,849.06	-72,849.06	15,979.07
2-1293-126-20-000-007-0-000	DUE FROM STATE-BORDER HEALTH GRANTS	14,194.56	-5,788.88	-5,788.88	8,405.68
2-1293-126-20-000-008-0-000	DUE FROM STATE-CPS/PHER	.00	.00	.00	.00
2-1293-126-20-000-009-0-000	DUE FROM STATE-PPCPS-BDS	.00	.00	.00	.00
2-1293-126-20-000-010-0-000	DUE FROM STATE-CHRONIC BP	.00	.00	.00	.00
2-1293-126-20-000-011-0-000	DUE FROM STATE-CARDIO DIS & STROKE	.00	.00	.00	.00
2-1293-126-20-000-012-0-000	DUE FROM STATE-BBHW	1,480.23	.00	.00	1,480.23
2-1293-143-20-000-000-0-000	HEALTH GRANTS-PREPAID SERVICES	.00	.00	.00	.00
2-1293-130-01-000-100-0-000	DUE FROM/TO GENERAL FUND	10,461.01	326.23	-10,461.01	.00
2-1293-130-01-000-292-0-000	DUE FROM/TO WIC PROGRAM	.00	.00	.00	.00
2-1293-130-01-000-295-0-000	DUE FROM/TO PAJ BOOT CAMP	.00	.00	.00	.00
2-1293-130-03-000-401-0-000	DUE FROM/TO CLEARING FUND	-300.00	300.00	300.00	.00
2-1293-130-03-000-402-0-000	DUE FROM/TO PAYROLL FUND	.00	.00	.00	.00
	Total Assets	**1,360,812.52**	**-134,022.69**	**-314,782.64**	**1,046,029.88**

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1293	**HEALTH DEPARTMENT**				
2-1293-201-00-000-000-0-000	HEALTH GRANTS-ACCR SAL,WAGES & BENEFITS	72,332.54	.00	-72,332.54	.00
2-1293-202-00-000-000-0-000	HEALTH GRANTS-ACCOUNTS PAYABLE	38,908.85	.00	-38,908.85	.00
2-1293-202-00-000-001-0-000	HEALTH GRANTS-ACCOUNTS PAYABLE 2011	.00	.00	.00	.00
2-1293-202-00-000-002-0-000	HEALTH GRANTS-A/P MISC ITEMS	.00	.00	.00	.00
2-1293-206-00-000-001-0-000	RETAINAGE PAYABLE-CENTENIAL CONTRACTORS	.00	.00	.00	.00
2-1293-207-20-000-000-0-000	DUE TO STATE	.00	.00	.00	.00
2-1293-207-20-000-001-0-000	DUE TO STATE-TDH IMM PROGRAM	.00	.00	.00	.00
2-1293-207-20-000-002-0-000	DUE TO STATE-TDH TB ELIM PROGRAM	.00	.00	.00	.00
2-1293-207-20-000-003-0-000	DUE TO STATE-TB CONTROL	.00	.00	.00	.00
2-1293-207-20-000-004-0-000	DUE TO STATE-SDI	.00	.00	.00	.00
2-1293-207-20-000-005-0-000	DUE TO STATE-TB OPHP	.00	.00	.00	.00
2-1293-207-20-000-006-0-000	DUE TO STATE-BIOTERRORISM	.00	.00	.00	.00
2-1293-223-00-000-000-0-000	HEALTH GRANTS-DEFERRED REVENUE	15,188.31	.00	.00	15,188.31
	Total Liabilities	**126,429.70**	**.00**	**-111,241.39**	**15,188.31**
2-1293-246-00-000-000-0-000	RESERVED F/B-PREPAID ITEMS	.00	.00	.00	.00
2-1293-270-00-000-000-0-000	HEALTH GRANTS-BUDGETED FUND BALANCE	.00	.00	27,306.00	27,306.00
2-1293-253-00-000-000-0-000	HEALTH GRANTS-FUND BALANCE	1,234,382.82	.00	.00	1,234,382.82
	Total Equity	**1,234,382.82**	**.00**	**27,306.00**	**1,261,688.82**
2-1293-275-00-000-000-0-000	HEALTH GRANTS-ESTIMATED REVENUES	.00	.00	-2,447,457.39	-2,447,457.39
2-1293-276-00-000-000-0-000	HEALTH GRANTS-REVENUES	.00	35,595.19	56,842.69	56,842.69
2-1293-271-00-000-000-0-000	HEALTH GRANTS-APPROPRIATIONS	.00	.00	2,420,151.39	2,420,151.39
2-1293-272-00-000-000-0-000	HEALTH GRANTS-EXPENDITURES	.00	-169,617.88	-260,383.94	-260,383.94
2-1293-273-00-000-000-0-000	HEALTH GRANTS-ENCUMBRANCE CONTROL	.00	2,530.73	-370,078.88	-370,078.88
2-1293-274-00-000-000-0-000	HEALTH GRANTS-RESERVED FOR ENCUMBRANCES	.00	-2,530.73	370,078.88	370,078.88
	Total Controls	**.00**	**-134,022.69**	**-230,847.25**	**-230,847.25**
	Total Equity and Control	**1,234,382.82**	**-134,022.69**	**-203,541.25**	**1,030,841.57**
	Total Liabilities and Equity	**1,360,812.52**	**-134,022.69**	**-314,782.64**	**1,046,029.88**

*Fund is in Balance .00

AI-31400 **13. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Yolanda Orozco

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal (1100)

1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade
Delete	0005	Chief Deputy Fire Marshal	11
Create	0008	Deputy Fire Marshal	10

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary Impact.

Attachments

PAR's

Job Descriptions

Fiscal Note

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	03/08/2012 01:47 PM
Rosalinda Cantu	Rosie Cantu	03/08/2012 03:32 PM
Budget & Management	Erika Zamora	03/09/2012 09:08 AM
Rosalinda Cantu	Rosie Cantu	03/09/2012 03:32 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Sylvia Solis Started On: 03/07/2012

Final Approval Date: 03/09/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: FIRE MARSHAL - (300-001) DATE: 3/6/2012

CURRENT POSITION TITLE: CHIEF DEPUTY FIRE MARSHAL CURRENT SLOT #: 0005

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: Grade 11/ Step 1

$ 40,078.00	$ 0.00	$ (40,078.00)
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:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

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

Position not needed at this time

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	3/6/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	03.08.12 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/8/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: FIRE MARSHAL - (300-001) DATE: 3/6/2012

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0008

REQUESTED POSITION TITLE: DEPUTY FIRE MARSHAL

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: Grade 10/ Step 1

$ 0.00	$ 37,109.00	$ 37,109.00
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)

We can do more with this position.

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	3/6/17 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez y Sylvia Rios HUMAN RESOURCES DIRECTOR	03.08.17 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/9/2017 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

CHIEF DEPUTY FIRE MARSHAL

GRADE: 11

GENERAL DESCRIPTION

Supervises the investigation process of fires to determine the origin and cause and any signs of possible arson in Hidalgo County, reviews cases, and reports for completeness and accuracy. May perform surveillance work and/or patrol work. Makes lawful arrests, serves felony warrants and participates in county emergency response. Employee has moderately extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Conducts fire/arson, explosives, and environmental crime investigations

Coordinates and conduct fire, arson, and explosion investigations in the county and requesting jurisdictions

Reviews and approves pre-construction plans as well as existing industrial, commercial and residential structures; review outdoor burn permit sites

Maintains organized and accurate records of investigations

Participates in county emergency response by planning in emergency operations

Files cases with the District Attorney's Office

Oversees state and local fire prevention codes and ordinances and issues citations, court subpoenas, and criminal violations

Coordinates and implements fire prevention safety education programs for schools, day cares, businesses, and general community groups

Serves as witness in criminal and civil court cases and testifies as a professional in the field of fire prevention

Member of the Emergency Management Response Team

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years of experience in fire protection or related field. Associate's degree in related field. Graduation from an accredited four-year college or university with a major in fire

science or related field is generally preferred. Two (2) years of related experience may be substituted for one (1) year of the required education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Certified in the following: Texas Commission on Fire Protection Arson Investigator, Texas Commission on Fire Protection Fire Inspector, Texas Commission on Law Enforcement Officer Standards and Education Basic Peace Officer

Certification of a Notary Public required

Knowledge, Skills, and Abilities

Ability to prepare correspondence, reports, forms, diagrams, citations, and activity reports using prescribed formats and conforming to all rules of punctuation, grammar, dictation, and style

Knowledge of fire safety laws, rules, regulations, and state and county fire codes

Knowledge of the standard practices, procedures and methods involved in fire inspection, prevention and safety

Knowledge of modern investigative methods and techniques for fire/arson and explosion investigations

Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals

Ability to work irregular hours from the standard 8-5

Must be able to perform duties as a Fire Inspector

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

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

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

walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee regularly works in various types of outside weather conditions. Employee occasionally works with explosives when searching buildings during bomb threats or discharging firearms. The employee occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals when performing the duties required while at a hazardous spill scene or fire. Employee may possibly be exposed to AIDS or hepatitis from an infected suspect.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DEPUTY FIRE MARSHAL

GRADE: 10

GENERAL DESCRIPTION

Investigate fires, prepare and file cases with the District Attorney's office, and inspect County jails and businesses. Responsible for investigating fire hazards, complaints, and bomb threats in addition to teaching fire prevention and working with all fire departments in the County, paid and volunteer. Serve as Fire Marshal in his or her absence.

EXAMPLES OF WORK PERFORMED

Investigates fire/arson/explosions

Handles fire inspections and complaints

Conducts fire prevention education

Works with County, City, State and Federal Agencies

Maintains files, records and reports

Works with fire departments

Coordinates the Hidalgo County Arson Task Force

Coordinates emergency management for unincorporated areas of the County

Investigates explosions and explosive devices

Coordinates and investigates HAZMAT incidents in unincorporated areas

Coordinates weapons of mass destruction activities in unincorporated areas

Enforces State fireworks rules and inspection of firework stands

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years related experience. Graduation from a high school or equivalent; Vocational or Special Training preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws and regulations relevant to job

Ability to direct and organize program activities; to establish program goals and objectives that support the strategic plan; to identify problems, evaluate alternatives, and implement effective solutions; to prepare reports; to communicate effectively;

Registration, Certification, or Licensure

Must be a State Certified Arson Investigator, State Certified Peace Officer, State Certified Fire Fighter and State Certified Fire Inspector

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, March 13, 2012** **Agenda Item:** 31400

Summary of request/proposal:
FIRE MARSHAL (1100):
Approval to delete and/or create the following full-time positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CHIEF DEPUTY FIRE MARSHAL	0005	113	40,078.00	0.00	(40,078.00)
1100	DEPUTY FIRE MARSHAL	0008	113	0.00	37,109.00	37,109.00
				40,078.00	37,109.00	(2,969.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-422-10-300-001-0-	113	FIRE MARSHAL -	REG F/T EMPLOYEES	($2,388.85)
2-1100-422-10-300-001-0-	211	FIRE MARSHAL -	HEALTH INSURANCE	$0.00
2-1100-422-10-300-001-0-	212	FIRE MARSHAL -	LIFE INSURANCE	$0.00
2-1100-422-10-300-001-0-	220	FIRE MARSHAL -	FICA	($182.75)
2-1100-422-10-300-001-0-	230	FIRE MARSHAL -	RETIREMENT	($237.69)
2-1100-422-10-300-001-0-	250	FIRE MARSHAL -	UNEMPLOYMENT COMP	($11.94)
2-1100-422-10-300-001-0-	260	FIRE MARSHAL -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($2,821.23)

2013 Budgetary Impact: ($3,506.40)

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-422-10-300-001-0

FIRE MARSHAL

AI- 31400

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	112	FIRE MARSHAL	0	0	$0.00	$70,980.00	$70,980.00	$360.00	$0.00	$0.00	$0.00	$0.00	$71,340.00
0002	113	DEPUTY FIRE MARSHAL	10	3	$39,707.00	$39,707.00	$39,728.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,088.00
0003	113	DEPUTY FIRE MARSHAL	10	3	$39,707.00	$39,707.00	$39,727.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,087.00
0004	113	DEPUTY FIRE MARSHAL	10	3	$39,707.00	$39,707.00	$39,727.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,207.00
		DELETE THE FOLLOWING											
~~**0005**~~	~~**113**~~	~~**CHIEF DEPUTY FIRE MARSHAL**~~	~~**11**~~	~~**1**~~	~~**$40,078.00**~~	~~**$40,078.00**~~	~~**$0.00**~~	~~**$0.00**~~	~~**$0.00**~~	~~**$0.00**~~	~~**$0.00**~~	~~**$0.00**~~	~~**$0.00**~~
0006	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$31,096.00	$31,096.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,456.00
0007	113	CLERK III	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
		CREATE THE FOLLOWING											
0008	**113**	**DEPUTY FIRE MARSHAL**	**10**	**1**	**$37,109.00**	**$37,109.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$211,319.00	$282,299.00	$245,251.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$247,171.00

Approval of the above highlighted personnel action.
Personnel actions pending CC approval.

AI-31234 **13. B.**

CC REGULAR

Meeting Date: 03/13/2012

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval of the following 2011 Rural Emergency Services Interlocal Agreement(s) with:

1. Sullivan City
2. City of Elsa

BACKGROUND

- Sullivan City - (1 Original Copy)
- City of Elsa - (2 Original Copies)

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:**

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

BUDGETARY IMPACT:

Reference:
2-1100-422-20-300-007-0-841 ELSA FD-AID TO GOVT AGENCY
2-1100-422-20-300-026-0-841 SULLIVAN FD-AID TO GOVT AGENCY

Attachments

2011 Sullivan City Contract

2011 City of Elsa Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/27/2012 03:34 PM
Roland Garcia	Rolando Garcia	03/08/2012 09:28 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Yolanda Orozco Started On: 02/27/2012 03:18 PM

Final Approval Date: 03/09/2012

Interlocal Cooperation Agreement between Sullivan City and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 17th day of October 2011, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Sullivan City, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 17th day of October 2012.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on October 17, 2012, and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **excluding** Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **excluding** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) **excluding** passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**

6.1.4.I. CATEGORY I. **A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

6.1.4.II. CATEGORY II. **A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

6.1.4.III CATEGORY III. **A Rate of $ 425.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **BEE ATTACK**

.3 **PETROLEUM BASED INCIDENT STANDBY**

.4 **WIRELINE INCIDENTS (ELECTRICAL)**

6.1.4.IV. CATEGORY IV. At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

.3 **HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

6.1.4.V. CATEGORY V. At a rate of $**125.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

.4 **RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.5 **WIRELINE INCIDENTS (NON-ELECTRICAL)**

.6 **PALM TREE FIRE (NON-MOVING VEGITATION)**

.7 **MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 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.

9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity

City of Sullivan City
P.O. Box 249
Sullivan City, Texas 78595

If to County:

County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. 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.

This page left blank – will be the designated signature sheet

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF

_____ 10-17-11

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form: Atlas & Hall, LLP

By: _____

Stephen L. Crain

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS: _____

_____

_____

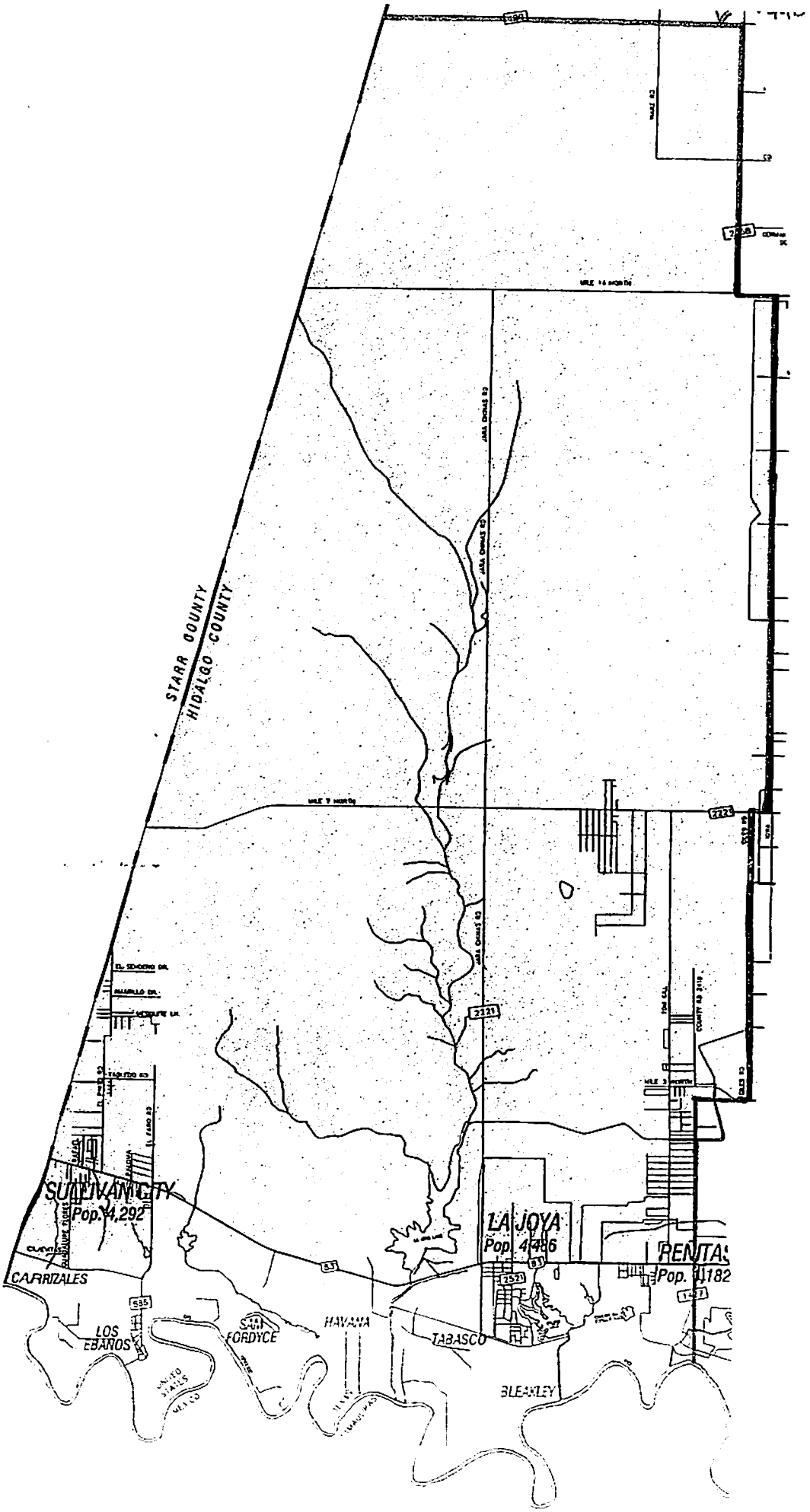
Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00


STARR COUNTY
HIDALGO COUNTY
SULLIVAN CITY
Pop. 4,292
CARRIZALES
LA JOYA
Pop. 4,486
RENTAS
Pop. 1182
LOS EBANOS
SAN FORDYCE
HAVANA
TABASCO
BLEAKLEY

Interlocal Cooperation Agreement between Elsa and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 21st day of February 2012, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Elsa, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 21st day of February 2012.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on Feb 21, 2012 and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse excluding Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability excluding all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) **excluding** passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e.Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **BEE ATTACK**

.3 **PETROLEUM BASED INCIDENT STANDBY**

.4 **WIRELINE INCIDENTS (ELECTRICAL)**

6.1.4.IV. **CATEGORY IV.** At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

.3 **HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

6.1.4.V. **CATEGORY V.** At a rate of **$125.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

.4 **RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.5 **WIRELINE INCIDENTS (NON-ELECTRICAL)**

.6 **PALM TREE FIRE (NON-MOVING VEGITATION)**

.7 **MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 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.

9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity City of Elsa
P.O. Box 427
Elsa, Texas 78543

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. 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.

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911 _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE:

_____

TYPE OF ACTION TAKEN:

_____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF

By: _____ **Date** 2-21-2012

ATTEST:

City Secretary

COUNTY OF HIDALGO

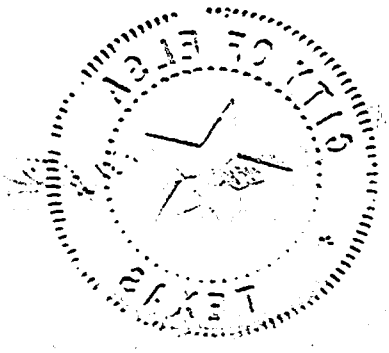
Ramon Garcia, County Judge **Date**

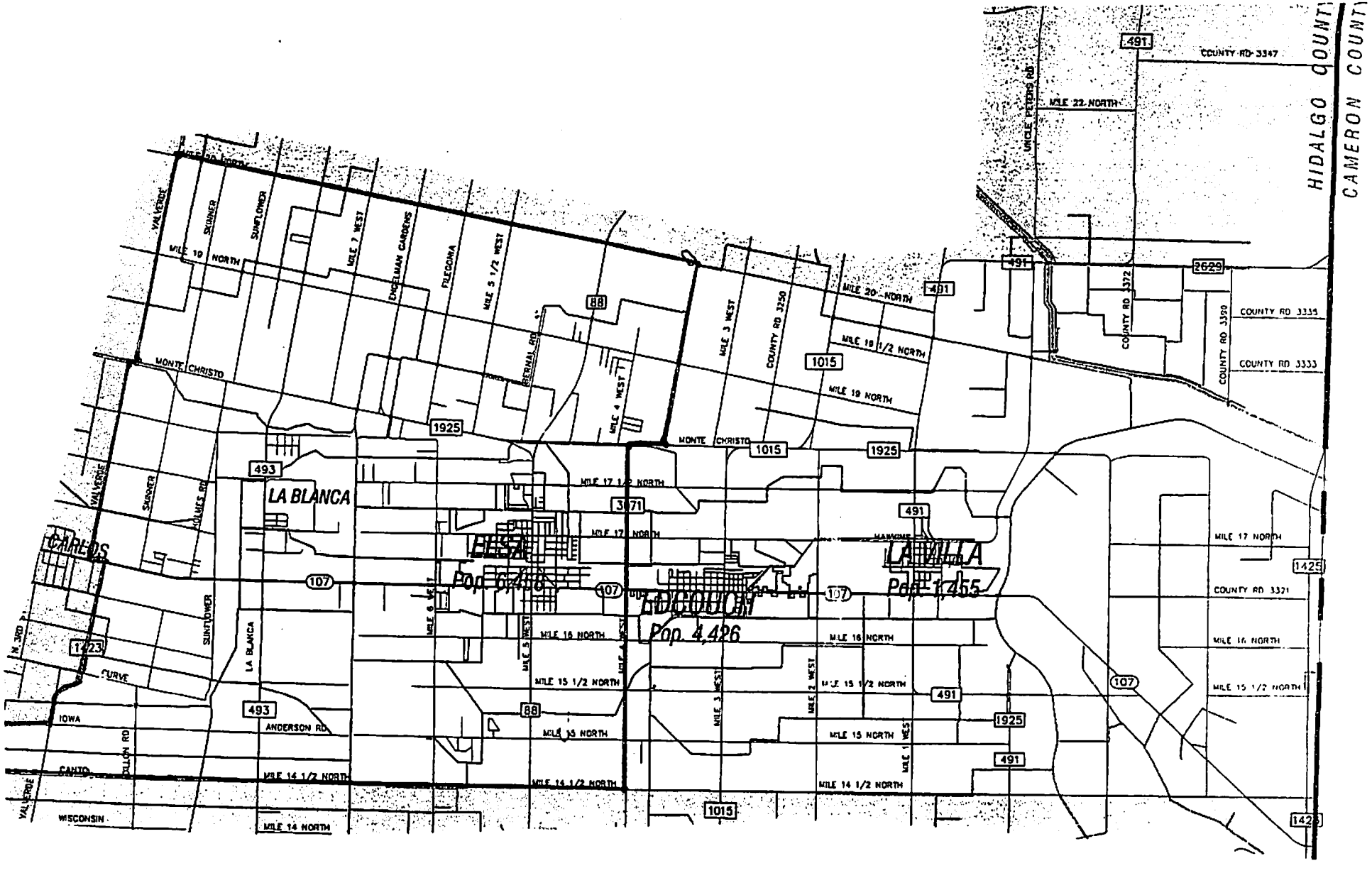
ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form: Atlas & Hall, LLP

By: _____
Stephen L. Crain




HIDALGO COUNTY
CAMERON COUNTY
LA BLANCA
ELSA
Pop. 6,486
LA VILLA
Pop. 1,455
EDCOUCH
Pop. 4,426
CARLOS
MONTE CRISTO
MILE 20 NORTH
MILE 19 1/2 NORTH
MILE 19 NORTH
MILE 17 1/2 NORTH
MILE 17 NORTH
MILE 16 NORTH
MILE 15 1/2 NORTH
MILE 15 NORTH
MILE 14 1/2 NORTH
MILE 14 NORTH
MILE 22 NORTH
COUNTY RD 3347
COUNTY RD 3335
COUNTY RD 3333
COUNTY RD 3321
ANDERSON RD
IOWA
CANTO
WISCONSIN
VALVERDE
SKINNER
SUNFLOWER
ENGELMAN GARDENS
FILEGONIA
MILE 7 WEST
MILE 5 1/2 WEST
MILE 4 WEST
MILE 3 WEST
MILE 2 WEST
MILE 1 WEST
COUNTY RD 3250
COUNTY RD 3372
COUNTY RD 3360
UNCLE PETERS RD
PERIMAN RD
LA BLANCA
SOLMES RD
CURVE
COLLIN RD
N 3RD P
HAWKINS
88
107
491
493
1015
1925
2629
1423
1425
3071

AI-31402 **14. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Oscar Montoya

Department: COUNTY JUDGE

Information

CAPTION

1. Requesting authority for Hidalgo County Emergency Management to submit a request to the Texas Department of Public Safety State Administrating Agency for a grant extension for the 2009 SHSP/LEAP Grant.

2. Requesting authority for the Hidalgo County Judge to sign the extension request.

BACKGROUND

Requesting authority to submit an extension request for the 2009 SHSP/LEAP Grant to the SAA allowing OEM more time to complete the project. Performance period for the grant is August 1, 2009 to April 15, 2012. This project included purchasing (9) Expandable Site Sub- System Repeaters as part of a Regional Communications Project for Hidalgo, Willacy and Cameron Counties. The total cost of the project is $834,223.65 utilizing the 2009 SHSP Grant in the amount of $551,233.48 and the 2009 SHSP LEAP Grant in the amount of $282,990.17. The project included the purchase and installation of the equipment, amendments to tower contracts, Memorandum of Understandings and requests for frequencies from the FCC . The equipment was ordered on December 30, 2010 and received on February 2, 2011. Each entity was responsible during this time to execute the MOU's, amend existing tower contracts and request frequencies from the FCC. Hidalgo County was responsible for ordering and installation of the equipment, executing the MOU's and managing the project. All equipment has been installed as of February 1, 2012. There have been three completed sites which are on air and transmitting a new frequency as of 9/14/2011. Three sites are scheduled to be optimized and tested and remaining three are pending frequency approval from the FCC. Until these entities have their licenses approved, we cannot continue the optimization and testing on those sites. After all the nine sites have been completed, a final test by the vendor will be conducted to assure connectivity and communication between all the sites. For this reason we are respectfully requesting an extension for sixty days to complete this project.

Note: Extension request will only be accepted in the last 6 months of the performance period and no later than 30 days before the end of the performance period. This must be signed and submitted before March 15th.

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1283-429-10-300-027-2-XXX

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

BUDGETARY IMPACT:

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 04:51 PM
Roland Garcia	Rolando Garcia	03/08/2012 01:41 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: SANDRA DELEON Started On: 03/07/2012 04:42 PM

Final Approval Date: 03/09/2012

SAA
Serve Texas, Administer Resources.

State Administrative Agency
Extension Request Form

EXTENSION INFORMATION
(Please complete all fields below and provide detail information)

Date: 03/07/12 **Agency/Jurisdiction:** Hidalgo County Emergency Mgmt **Region / UASI:** Lower Rio Grande Valley COG

Requestor's Information **Name:** Oscar Montoya **Phone #:** 956-318-2615 **Email:** oscar.montoya@co.hidalgo.tx.us

Grant Information:

Grant Year: 2009 **Grant:** SHSP LETPA

Award Amount: $317,644.02

Amt. Invoiced: (Submitted to SAA) $31,041.75

Amt. Uncommitted: $7.90

Performance Period:

Current End Date: Apr 15, 2012

Requested End Date: Jun 15, 2012

Project Information:
Please provide the following project information for requested grant & grant year.

Total # of projects sub-grantee is responsible for: 1

Total # of projects completed: 0

List projects included in this extension: If **ALL**, check box ☐
(Please use SPARS titles)

1. Develop/enhance interoperable communications system
2.
3.
4.
5.
6.

Justification for Extension: (Please be *project* specific)

As part of the local, state, and federal strategy to continue expanding the Region-Wide Communication System in Hidalgo, Cameron, and Willacy counties, this multi-jurisdiction project included the purchase of nine (9) sub-system repeaters. The total cost of the project is $834,223.65 utilizing the 2009 SHSP Grant in the amount of $551,233.48 and the 2009 SHSP LEAP Grant in the amount of $282,990.17. The regional project included the purchase and installation of the equipment, amendments to tower contracts, Memorandum of Understandings and requests for frequencies from the FCC . The equipment was ordered on December 30, 2010 and received on February 2, 2011. Each entity was responsible during this time to execute the MOU's, amend existing tower contracts and request frequencies from the FCC. Hidalgo County was responsible for ordering and installation of the equipment, executing the MOU's and managing the project. All equipment has been installed as of February 1, 2012. We have three completed sites which are on air and transmitting a new frequency as of 9/14/2011. The extension is required in order to complete the pending deliverables; system testing on 3 sites, FCC approval on frequency licensed, and final operational test and system acceptance of the 9 site regional communication system from the participating jurisdictions: City of Brownsville, City of Harlingen, City of La Joya, Linn/San Manuel, City of McAllen,Olmito, City of Port Isabel, City of Weslaco and City of Raymondville.

Date **Printed Name** (Director/Authorized Official) **Signature** (Director/Authorized Official)

Regional or UASI POC Use Only

POC Name: **Date Received:**

Notes or Comments:

☐ APPROVED
☐ DENIED

Date **Printed Name** (Regional POC/UASI POC) **Signature** (RegionalPOC/UASI POC)

NOTE: **Save** a copy of this form for your records.

SAA USE ONLY

STEP 1 -
Grant Coordinator Review

☐ APPROVED
☐ DENIED

Date Received	GC Initials	BA Initials	Lead Initals	Spvr Initals

Notes or Comments:

STEP 2 -
Management Review

☐ APPROVED
☐ DENIED

Dep. Adm. Initals	Signature - Deputy Assistant Director	Date

Notes or Comments:

SAA
Serve Texas. Administer Resources.

State Administrative Agency
Extension Request Form

EXTENSION INFORMATION
(Please complete all fields below and provide detail information)

Date: 03/07/12 **Agency/Jurisdiction:** Hidalgo County Emergency Mgmt **Region / UASI:** Lower Rio Grande Valley COG

Requestor's Information **Name:** Oscar Montoya **Phone #:** 956-318-2615 **Email:** oscar.montoya@co.hidalgo.tx.us

Grant Information:

Grant Year: 2009 **Grant:** SHSP

Award Amount: $677,306.11

Amt. Invoiced: (Submitted to SAA) $595,983.20

Amt. Uncommitted: $179.40

Performance Period:

Current End Date: Apr 15, 2012

Requested End Date: Jun 15, 2012

Project Information:
Please provide the following project information for requested grant & grant year.

Total # of projects sub-grantee is responsible for: 1

Total # of projects completed: 0

List projects included in this extension: If ALL, check box ☐
(Please use SPARS titles)

1. Develop/enhance interoperable communications system
2.
3.
4.
5.
6.

Justification for Extension: (Please be *project* specific)

As part of the local, state, and federal strategy to continue expanding the Region-Wide Communication System in Hidalgo, Cameron, and Willacy counties, this multi-jurisdiction project included the purchase of nine (9) sub-system repeaters. The total cost of the project is $834,223.65 utilizing the 2009 SHSP Grant in the amount of $551,233.48 and the 2009 SHSP LEAP Grant in the amount of $282,990.17. The regional project included the purchase and installation of the equipment, amendments to tower contracts, Memorandum of Understandings and requests for frequencies from the FCC . The equipment was ordered on December 30, 2010 and received on February 2, 2011. Each entity was responsible during this time to execute the MOU's, amend existing tower contracts and request frequencies from the FCC. Hidalgo County was responsible for ordering and installation of the equipment, executing the MOU's and managing the project. All equipment has been installed as of February 1, 2012. We have three completed sites which are on air and transmitting a new frequency as of 9/14/2011. The extension is required in order to complete the pending deliverables; system testing on 3 sites, FCC approval on frequency licensed, and final operational test and system acceptance of the 9 site regional communication system from the participating jurisdictions: City of Brownsville, City of Harlingen, City of La Joya, Linn/San Manuel, City of McAllen,Olmito, City of Port Isabel, City of Weslaco and City of Raymondville.

Date **Printed Name** (Director/Authorized Official) **Signature** (Director/Authorized Official)

Regional or UASI POC Use Only

POC Name: **Date Received:**

Notes or Comments:

☐ APPROVED
☐ DENIED

Date **Printed Name** (Regional POC/UASI POC) **Signature** (RegionalPOC/UASI POC)

NOTE: **Save** a copy of this form for your records.

SAA USE ONLY

STEP 1 -
Grant Coordinator Review

Date Received | GC Initials | BA Initials | Lead Initals | Spvr Initals

☐ APPROVED
☐ DENIED

Notes or Comments:

STEP 2 -
Management Review

Dep. Adm. Initals | Signature - Deputy Assistant Director | Date

☐ APPROVED
☐ DENIED

Notes or Comments:

AI-31269 **15. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department: IT DEPARTMENT

Information

CAPTION

1. IT Dept/Justice Court Tech:
a. Authorization to purchase and upgrade wireless devices through the County's membership/participation with Contract: DIR-SDD-604 with Verizon Wireless for the following:
1. Approval for new activation of one (1) MIFI4510L 4G @ $37.99 monthly service charge and no equipment charge through Requisition# 208756.
2. Approval to upgrade four (4) current MIFI2200 to four (4) MIFI4510L 4G at no charge through Requisition# 208756 .
3. Approval to upgrade current MIFI2200 to MIFI4510L 4G at no charge through Requisition# 208761.

2. Pct 4 Rd Maintenance:
a. Authorization to purchase wireless device through the County's membership/participation with Contract: DIR-SDD-604 with Verizon Wireless for the following:
1. Approval to continue cell phone service for this year through Requisition# 208818.
2. Approval to continue data card service for two data cards plus one new activation of one MIFI @ $37.99 monthly charge with no equipment charge through Requisition# 208826 .

3. Facilities Management:
a. Authorization to change service plan through the County's membership/participation with Contract: DIR-SDD-604 with Verizon Wireless for the following:
1. Approval of current service plan for the months of January and February 2012 through Requisition# 211288.
2. Approval of new service plan for the months of March thru December 2012 through Requisition# 208717.

4. Various Departments:
a. Authorization to purchase and upgrade wireless devices through the County's membership/participation with Contract: DIR-SDD-604 with Verizon Wireless and DIR-SDD-611 with SPRINT for the attached table.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-001-0-532

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

BUDGETARY IMPACT:

Funds available through Req#208756 in the amount of $2,493.42 as of 3/9/12 for Verizon Wireless.

FISCAL YEAR: 2012 **ACCT. #:** 2-1242-412-00-060-001-0-532

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

BUDGETARY IMPACT:

Funds available through Req#208761 in the amount of $515.88 as of 3/9/12 for Verizon Wireless.

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-532

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

BUDGETARY IMPACT:

Funds available through Req#'s 208818 & 208826 in the amounts of $479.88 & $1,547.64 as of 3/9/12 for Verizon Wireless.

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-532

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

BUDGETARY IMPACT:

Funds available through Req#'s 208717 & 211288 in the amounts of $299.90 & $854.36 as of 3/9/12 for Verizon Wireless.

Attachments

backup

IT Request Forms

Facilities Mgmt Request Forms

Pct 4 Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 02:53 PM
Erika Zamora	Erika Zamora	03/09/2012 02:37 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Griselda Salazar Started On: 02/29/2012 11:02 AM

Final Approval Date: 03/09/2012

ACTION	Department Name	Wireless Device Type	Employee Name	Employee Number	Wireless Device Monthly Plan (Plan on Quote)	PLAN CHANGE (where applicable)	Wireless Number
APPROVE	DISTRICT CLERKS	DATA CARD	HINOJOSA LAURA LEE	152692	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-587-1269
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	DE LEON JUAN M.	087815	Americas Choice II 400 Natl Share $29.99 x 12/mos = $359.88		956-207-9204
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	GRACIA VALDEMAR E.	164275	Americas Choice II 400 Natl Share $29.99 x 12/mos = $359.88		956-207-9941
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	VELA ROBERTO	176311	Americas Choice II 400 Natl Share $29.99 x 12/mos = $359.88		956-292-6208
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	GARCIA CARLOS G.	122475	Americas Choice II 400 Natl Share $29.99 x 12/mos = $359.88		956-483-2133
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	GARZA, RUDY	189073	Americas Choice II 400 Natl Share $29.99 x 12/mos = $359.88		956-515-8431
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	IZAGUIRRE LUIS FERNANDO	149063	Americas Choice II 400 Natl Share $29.99 x 12/mos = $359.88		956-578-5834
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	BARBOZA JAKIM R.	161675	Americas Choice II 400 Natl Share $29.99 x 12/mos = $359.88		956-578-7040
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	LE KHUONG PHU	176656	Americas Choice II 400 Natl Share $29.99 x 12/mos = $359.88		956-578-7161
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	LOPEZ NOAH JULIAN	172588	Americas Choice II 400 Natl Share $29.99 x 12/mos = $359.88		956-578-7162
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	SILVA ANTONIO	186821	Americas Choice II 400 Natl Share $29.99 x 12/mos = $359.88		956-907-1611
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	CELL PHONE	RAMOS ESTANISLADO	114502	Nationwide Unlimited Talk $54.59 + Unlimited Text $12.00 + Email&Web $29.99 x 12/mos = $1,158.96		956-587-2933
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	DATA CARD	OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-587-2679
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	DATA CARD	OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-587-2832
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	DATA CARD	OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-587-2847
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	DATA CARD	OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-587-2866
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	DATA CARD	OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		new activation
APPROVE	JUSTICE CRT TECH-WIRELESS DEVICES	DATA CARD	SALINAS RAUL A.	138908	Unlimited Data Plan @ $37.99		956-587-2865
APPROVE	URBAN COUNTY	CELL PHONE	SERNA DIANA R.	149659	Nationwide Talk Unlimited Anytime Minutes $57.39 + Email PDA Blackberry Solution $29.99 + $5 tax x 12/mos = $1108.56		956-587-1221
APPROVE	CO AUDITOR-WIRELESS DEVICES	DATA CARD	OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-587-2852
APPROVE	HUMAN RESOURCES-WIRELESS DEVICES	CELL PHONE	CORTEZ ESTHER ALICE	053074	Nationwide Talk Unlimited $56.69 + $12.00 Unl Text Msg + $5 tax/fee x 12mos = $884.28		956-330-1796
APPROVE	PCT2 ADM-WIRELESS DEVICES	CELL PHONE	CUELLAR RICARDO	083909	Nationwide Small Talk Business Share 1400 Minutes $80/mo + $5 tax/fees x 12mos = $1,020		956-369-0823
APPROVE	PCT2 ADM-WIRELESS DEVICES	CELL PHONE	PALACIOS ERALIO	164313	Nationwide Small Talk Business Share 1400 Minutes $80/mo + $5 tax/fees x 12mos = $1,020		956-457-5627
APPROVE	WESL B/C-WIRELESS DEVICES	CELL PHONE	OFFICE USE	N/A	Nationwide Talk Unlimited Anytime $56.69 + $5 tax/fee = $740.28		956-219-9921
APPROVE	WESL B/C-WIRELESS DEVICES	CELL PHONE	OFFICE USE	N/A	Nationwide Talk Unlimited Anytime $56.69 + $5 tax/fee = $740.28		956-219-9925
APPROVE	PLANNING DEPT-WIRELESS DEVICES	CELL PHONE	CANTU ROY - trans to VILLEGAR ELI	158887	Nationwide Unlimited Talk & Text @ $77.89 + $5 tax/fees x 12mos = $994.68		956-648-7860
APPROVE	PLANNING DEPT-WIRELESS DEVICES	CELL PHONE	CEBALLOS EFRAIN	181722	Americas Choice II 600 Share Unl $42.99 + $5 tax/fees x 12mos = $575.88		956-648-7006
APPROVE	PLANNING DEPT-WIRELESS DEVICES	CELL PHONE	GARZA HUMBERTO - trans to OFF USE	100315	Nationwide Unlimited Talk & Text @ $77.89 + $5 tax/fees x 12mos = $994.68		956-648-7857
APPROVE	PLANNING DEPT-WIRELESS DEVICES	CELL PHONE	HERNANDEZ ARTURO A.	180181	Americas Choice II 600 Share Unl $42.99 + $5 tax/fees x 12mos = $575.88		956-515-6860
APPROVE	PLANNING DEPT-WIRELESS DEVICES	CELL PHONE	OFFICE USE	N/A	Nationwide Unlimited Talk & Text @ $77.89 + $5 tax/fees x 12mos = $994.68		956-358-8660
APPROVE	PLANNING DEPT-WIRELESS DEVICES	CELL PHONE	RIOS RODOLFO	154385	Nationwide Unlimited Talk @ $56.69 + $5 tax/fees x 12mos = $740.28		956-648-7923
APPROVE	PLANNING DEPT-WIRELESS DEVICES	CELL PHONE	TOVAR JOSE RAFAEL	140619	Nationwide Unlimited Talk & Text @ $77.89 + $5 tax/fees x 12mos = $994.68		956-648-7780
APPROVE	PLANNING DEPT-WIRELESS DEVICES	CELL PHONE	VILLEGAS ELI	185817	Nationwide Unlimited Talk & Text @ $77.89 + $5 tax/fees x 12mos = $994.68		956-358-8579
APPROVE	PURCHASING-WIRELESS DEVICES	CELL PHONE	PURCHASING - OFFICE USE	N/A	Nationwide Talk Small Business Share 1400 @ $28.53 + $5 tax/fees x 12/mos = $402.36		956-289-0752
APPROVE	PURCHASING-WIRELESS DEVICES	CELL PHONE	PURCHASING - OFFICE USE	N/A	Nationwide Talk Small Business Share 1400 @ $28.53 + $5 tax/fees x 12/mos = $402.36		956-457-1132
APPROVE	PURCHASING-WIRELESS DEVICES	CELL PHONE	PURCHASING - OFFICE USE	N/A	Nationwide Talk Small Business Share 1400 @ $28.53 + $5 tax/fees x 12/mos = $402.36		956-515-8976
APPROVE	WIC ADM-WIRELESS DEVICES	CELL PHONE	WIC ADM - OFFICE USE	N/A	Nationwide Talk Small Business Share 2000 @ $104.99 + $5 tax/fees x 3/mos = $329.97		956-279-7850
APPROVE	WIC ADM-WIRELESS DEVICES	CELL PHONE	WIC ADM - OFFICE USE	N/A	Nationwide Talk Small Business Share 2000 @ $19.99 + $5 tax/fees x 3/mos = $74.97		956-578-5972
APPROVE	WIC ADM-WIRELESS DEVICES	CELL PHONE	WIC ADM - OFFICE USE	N/A	Nationwide Talk Unlimited Anytime Minutes @ $69.99 + $5 tax/fees x 3/mos = $224.97		956-720-1796
APPROVE	WIC ADM-WIRELESS DEVICES	CELL PHONE	WIC ADM - OFFICE USE	N/A	AC Business Share Plan 200 minutes @ $34.99 + $5 tax/fees x 3/mos = $119.97		956-907-4943
APPROVE	WIC ADM-WIRELESS DEVICES	DATA CARD	WIC ADM - OFFICE USE	N/A	Unlimited Data Plan @ $37.99 + $5 tax/fees x 3/mos = $128.97		956-929-1042
PLAN CHANGE	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	FLORES, DANIEL	101788	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72	Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	9562391942
PLAN CHANGE	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	CANTU, IRENE	18902	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72	Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	9562391950
PLAN CHANGE	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	ROBLEDO, ARTURO	177172	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72	Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	9562890673
PLAN CHANGE	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	GARZA, SEFERINO	144584	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72	Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	9562928367
PLAN CHANGE	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	HERRERA, PABLO	167991	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72	Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	9562890622
PLAN CHANGE	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	MARTINEZ, FERNANDO	186066	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72	Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	9562890197
PLAN CHANGE	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	CHAVARRIA, JOSE	167037	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72	Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	9562890240
PLAN CHANGE	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	GARCIA, NOE	167045	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72	Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	9562890210
PLAN CHANGE	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	RAZO, JUAN	157767	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72	Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	9562391946
TRANS to P ESQUIVEL	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	GARCIA, MANUEL	89532	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72		9562072523
ASSIGN NEW MDN	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	ESQUIVEL, PAUL	148296		Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	new activation
TRANS to R MARTINEZ	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	PALACIOS, JAVIER	139165	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72		9562890687
ASSIGN NEW MDN	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	MARTINEZ, ROBERTO	168041		Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	new activation
TRANS to SAUL RAMOS	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	GUERRA, ADRIAN	148679	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72		9562079257
ASSIGN NEW MDN	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	RAMOS, SAUL	149276		Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	new activation
TRANS to SEVERIANO GALLARDO	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	ADAME, JAVIER	99562	Nationwide Talk Small Business Share 10000 $27.86 + $5.00/tx/fees = $32.86 X 2/mos (Jan-Feb 2012) = $65.72		9562890685
ASSIGN NEW MDN	FACILITIES MGMT-WIRELESS DEVICES	CELL PHONE	GALLARDO, SEVERIANO	166138		Americas Choice® 400 Unl. + 200 txt/pix $29.99 + $5.00/tx/fees = $34.99 X 10/mos (March-Dec 2012) = $349	new activation
APPROVE	PCT4 RD MAINT-WIRELESS DEVICES	CELL PHONE	CARRANZA JUAN MANUEL	000752			956-279-5613
APPROVE	PCT4 RD MAINT-WIRELESS DEVICES	CELL PHONE	GUERRA JAIME	128295	State of TX Local Digital Choice Share 500 Anytime Unl IN&N&W @ 34.99 each line + $5 tax/fees x 12/mos = $479.88		956-279-5789
APPROVE	PCT4 RD MAINT-WIRELESS DEVICES	CELL PHONE	ANDRADE ROBERTO	073083	State of TX Local Digital Choice Share 500 Anytime Unl IN&N&W @ 34.99 each line + $5 tax/fees x 12/mos = $479.88		956-279-5865
APPROVE	PCT4 RD MAINT-WIRELESS DEVICES	CELL PHONE	PCT4 P/U RD-OFFICE USE	N/A	State of TX Local Digital Choice Share 500 Anytime Unl IN&N&W @ 34.99 each line + $5 tax/fees x 12/mos = $479.88		956-289-0977
APPROVE	PCT4 RD MAINT-WIRELESS DEVICES	CELL PHONE	PCT4 P/U RD - OFFICE USE	N/A	State of TX Local Digital Choice Share 500 Anytime Unl IN&N&W @ 34.99 each line + $5 tax/fees x 12/mos = $479.88		956-330-9402
APPROVE	PCT4 RD MAINT-WIRELESS DEVICES	CELL PHONE	GARCIA JUAN ROBERTO	176265	State of TX Local Digital Choice Share 500 Anytime Unl IN&N&W @ 34.99 each line + $5 tax/fees x 12/mos = $479.88		956-648-8733
APPROVE	PCT4 RD MAINT-WIRELESS DEVICES	DATA CARD	PCT4 P/U RD - OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-221-2292
APPROVE	PCT4 RD MAINT-WIRELESS DEVICES	DATA CARD	PCT4 P/U RD - OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-221-2293
APPROVE	PCT3 PARKS-WIRELESS DEVICES	CELL PHONE	SAENZ SERGIO HUMBERT	069442	Nationwide Talk Small Business Share 1400 @ $85.58		956-929-0694
APPROVE	EXECUTIVE OFFICE-WIRELESS DEVICES	DATA CARD	PUBLIC AFFAIRS - OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-310-1305
APPROVE	PCT1 ADM-WIRELESS DEVICES	DATA CARD	COMM. PCT. 1 OFFICE USE	N/A	Unlimited Data Plan @ $37.99 + $5 tax/fees x 12/mos = $515.88		956-587-2131
APPROVE	PCT1 ADM-WIRELESS DEVICES	CELL PHONE	COMM. PCT. 1 OFFICE USE	N/A	State of TX Local Digital Choice 500 Minutes @ $34.99 + $5 tax/fees x 12/mos = $479.88		956-587-2185
APPROVE	COUNTY CLERK	DATA CARD	COUNTY CLERK - OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-587-2447
APPROVE	COUNTY CLERK	DATA CARD	COUNTY CLERK - OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-587-2462
APPROVE	PCT3 ADM-WIRELESS DEVICES	CELL PHONE	SANDOVAL SABAS	143847	Nationwide Talk Small Business Share 6000 @ $284.58 (4 DE 8 LINEAS)		956-929-0140
APPROVE	PUBLIC DEFENDER-WIRELESS DEVICES	DATA CARD	PACHECO LURIN YVETTE	134082	Unlimited Data Plan @ $37.99		956-929-0369
APPROVE	PCT3 ADM-WIRELESS DEVICES	CELL PHONE	CAVAZOS GILBERTO	106038	Nationwide Talk Small Business Share 6000 @ $284.58 (4 DE 8 LINEAS)		956-929-0049
APPROVE	PCT3 ADM-WIRELESS DEVICES	CELL PHONE	RAMIREZ SAUL O.	051527	Nationwide Talk Small Business Share 6000 @ $284.58 (4 DE 8 LINEAS)		956-929-0063
APPROVE	PCT3 SANITATION-WIRELESS DEVICES	CELL PHONE	MARTINEZ EDUARDO	084891	Nationwide Talk Small Business Share 1400 @ $85.58		956-587-1165
APPROVE	PCT3 SANITATION-WIRELESS DEVICES	CELL PHONE	O'CANA GEORGE	133493	Nationwide Talk Small Business Share 1400 @ $85.58		956-587-1171
APPROVE	PCT3 ADM-WIRELESS DEVICES	CELL PHONE	HERNANDEZ DANIEL	103608	Nationwide Talk Small Business Share 6000 @ $284.58 (4 DE 8 LINEAS)		956-587-1622
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	DATA CARD	IT - OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		new activation
APPROVE	INFO TECH DEPT-WIRELESS DEVICES	DATA CARD	SALINAS, RAUL	138908	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		956-587-2865
APPROVE	PCT4 RD MAINT-WIRELESS DEVICES	DATA CARD	OFFICE USE	N/A	Unlimited Data Plan @ $37.99 x 12/mos = $359.88		new activation
APPROVE	WIC ADM-WIRELESS DEVICES	CELL PHONE	OFFICE USE	N/A	Sprint Business Essential 1000 $59.99 + $5 tax/fees x 3/mos = $194.97		956-451-0467
APPROVE	PLANNING DEPT-WIRELESS DEVICES	CELL PHONE	ARREDONDO, TOMAS J	105899	Sprint Blackberry Simply Business Plan $89.99 + $5.00 taxes/fees X 12/mos = $1,139.88		9562255223
APPROVE	FIRE MARSHALL	CELL PHONE	MARTINEZ, JUAN	138126	Sprint Business Advantage Messaging & Data 450/w Anymobile Anytime $53.89 for Messaging & Data + $10.00 For Premium Data BuyUp X 12/mos = $766.68		9562391180
APPROVE	FIRE MARSHALL	CELL PHONE	ROMERO, MARCO	138142	Sprint Business Advantage Messaging & Data 450/w Anymobile Anytime $53.89 for Messaging & Data + $10.00 For Premium Data BuyUp X 12/mos = $766.68		9562893873
APPROVE	FIRE MARSHALL	CELL PHONE	BRADLEY, WESLEY	138088	Sprint Business Advantage Messaging & Data 450/w Anymobile Anytime $53.89 for Messaging & Data + $10.00 For Premium Data BuyUp X 12/mos = $766.68		9562893857
APPROVE	FIRE MARSHALL	CELL PHONE	URESTE, TOMMY	126403	Sprint Business Advantage Messaging & Data 450/w Anymobile Anytime $53.89 for Messaging & Data + $10.00 For Premium Data BuyUp X 12/mos = $766.68		9562277024
APPROVE	FIRE MARSHALL	CELL PHONE	GARCIA, JAVIER	138223	Sprint Business Advantage Messaging & Data 450/w Anymobile Anytime $53.89 for Messaging & Data + $10.00 For Premium Data BuyUp X 12/mos = $766.68		9563931848
APPROVE	FIRE MARSHALL	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		
APPROVE	FIRE MARSHALL	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		
APPROVE	FIRE MARSHALL	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		
APPROVE	FIRE MARSHALL	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		
APPROVE	FIRE MARSHALL	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		

ACTION	Department Name	Wireless Device Type	Employee Name	Employee Number	Wireless Device Monthly Plan (Plan on Quote)	PLAN CHANGE (where applicable)	Wireless Number
APPROVE	FIRE MARSHALL	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		
APPROVE	FIRE MARSHALL	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		
APPROVE	INDIGENT DEFENSE	DATA CARD	OFFICE USE	N/A	Sprint Unlimited Data @ $47.99/mo X 12/mos = $575.88		9562077195
APPROVE	INDIGENT DEFENSE	DATA CARD	OFFICE USE	N/A	Sprint Unlimited Data @ $47.99/mo X 12/mos = $575.88		9562077612
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	CELL PHONE	OFFICE USE	N/A	Bus. Adv. Messaging & Data 900 w/ Anymobile Anytime $80.69 X 12/mos = $968.28		9562896549
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	CELL PHONE	OFFICE USE	N/A	Bus. Adv. Messaging & Data 900 w/ Anymobile Anytime $80.69 X 12/mos = $968.28		9564571080
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	CELL PHONE	OFFICE USE	N/A	Bus. Adv. Messaging & Data 900 w/ Anymobile Anytime $80.69 X 12/mos = $968.28		9567202065
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	CELL PHONE	OFFICE USE	N/A	Bus. Adv. Messaging & Data 900 w/ Anymobile Anytime $80.69 X 12/mos = $968.28		9563289129
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	CELL PHONE	OFFICE USE	N/A	Bus. Adv. Messaging & Data 900 w/ Anymobile Anytime $80.69 X 12/mos = $968.28		9562275914
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		9562077306
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		9562258851
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		9562258947
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		9563930549
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		9562070934
APPROVE	COUNTY JUDGE/EMERGENCY MGMT	DATA CARD	OFFICE USE	N/A	Sprint 3G Mobile Broadband $37.99 x 12mos = $455.88		9562075876

Requisition

Req # 00208756

PO #

Date: 01/09/12

Bill To: x
x

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

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: GRISELDA
956-292-7010

Contract No: DIR-SDD-604

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		I.T. DATA CARDS DO NOT DUPLICATE ORDER		
12.00	MONTH	OPEN PURCHASE ORDER FOR FOUR MIFI 4510L OFFICE USE DATA CARDS $37.99 (SERVICE) X 4 (DATA CARDS) X 12 (JAN-DEC 2012) = $1,823.52	151.96	1,823.52
12.00	MONTH	TAXES AND FEES $5.00 (T/F) X4 (DATA CARDS) X 12 (JAN-DEC 2012) = $240.00	20.00	240.00
10.00	MONTH	OPEN PURCHASE ORDER FOR ONE MIFI4510L 4G NEW ACTIVATION FOR OFFICE USE $37.99 (SERVICE) X 10 (MARCH-DEC 2012) = $379.90	37.99	379.90
10.00	MONTH	TAXES AND FEES $5.00 X 10 (MARCH-DEC 2012) = $50.00	5.00	50.00
4.00	EACH	FOUR UPGRADES FROM MIFI2200 TO FOUR MIFI4510L 4G AT NO CHARGE		.00
		Account No 2-1100-415-00-200-001-0-532	Encumbrance 2,493.42	
			Freight	.00
			Total	2,493.42
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☑ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☑ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# N/A Signature: N/A

Department: I.T. Dept#: 200

Quantity: 1

Service: $37.99 /mo (x) 12 months = 455.88 Account: 2-1100-415-00-200-001-0 -532

Service: $5.00 /mo (x) 12 months = 60.00 Account: 2-1100-415-00-200001-0 -532 ~~619/664~~

Requisition Total: $2,493.42 **Requisition Number:** 208756

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	Print Name	Date
	Reran Ramirez	1/17/12

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

Signature	Print Name	Date
	Valde Guerra	1/27/12

(4) IT DEPARTMENT ONLY: New activation

Service Type Codes: Mifi 4510L 4G. Unl. data

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

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
Unlimited Mobile Broadband	1	$37.99	N/A	N/A	$37.99	$455.88
Total					$37.99	$455.88

Features	# of Lines	Discounted Monthly Access			Monthly Cost	Yearly Cost
	0	$0.00			$0.00	$0.00
	0	$0.00			$0.00	$0.00
	0	$0.00			$0.00	$0.00
Total		$0.00			$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$455.88**

Device	# of Lines	Cost per Unit	Total
MIFI 4510L	1	$0.00	$0.00
Total	1	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost: **$0.00**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Serivce and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for addtional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wirleess to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 4/13/12 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be available at an additional charge. Verizon Wireless offers a flat **25% discount off of the retail price for accessories (excluding Apple branded accessories)**. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability.
For details on additional accessories available, please visit www.verizonwireless.com.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing whichmay expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any prupose other than to evaluate the document.

Requisition

Req # 00208717

PO #

Date: 01/09/12

Bill To: x
x

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

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

Contact: **ALMA**
956-289-7851

Contract No:

Special Instructions:
REQ

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-604		
		DO NOT DUPLICATE ORDER		
1.00		AMERICAS CHOICE11 400 Unl-200 FOR THE FOLLOWING EMPLOYEES		.00
10.00	MONTH	DANIEL FLORES , 239-1942 (MARCH--DEC)	29.99	299.90
10.00	MONTH	IRENE CANTU, 239-1950 (MARCH--DEC)	29.99	299.90
10.00	MONTH	ARTURO ROBLEDO, 289-0673 (MARCH--DEC)	29.99	299.90
10.00	MONTH	SAUL RAMOS, 587-8905 (MARCH-DEC)	29.99	299.90
10.00	MONTH	JUAN RAZO, 239-1946 (MARCH--DEC)	29.99	299.90
10.00	MONTH	NOE GARCIA, 289-0210 (MARCH--DEC)	29.99	299.90
10.00	MONTH	JOE CHAVARRIA, 289-0240 (MARCH--DEC)	29.99	299.90
10.00	MONTH	ROBERT MARTINEZ, 587-8841 (MARCH---DEC)	29.99	299.90
10.00	MONTH	FERNANDO MARTINEZ, 289-0197 (MARCH --DEC)	29.99	299.90
10.00	MONTH	PAUL ESQUIVEL, 587-8837 (MARCH --DEC)	29.99	299.90
10.00	MONTH	SEVERIANO GALLARDO, 289-0685 (MARCH--DEC)	29.99	299.90
10.00	MONTH	PABLO HERERRA, 289-0622 (MARCH--DEC)	29.99	299.90
10.00	MONTH	TAXES @ 5.00 MONTHLY X 13 EMPLOYEES =65.00 (MARCH--DEC)	65.00	650.00
10.00	MONTH	SEFERINO GARZA, 292-8367	29.99	299.90
		Account No	Encumbrance	
		2-1100-419-40-220-001-0-532	4,499.25	
			Freight	.00
			Total	4,548.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

(954) 239-1942

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: DANIEL FLORES Employee ID# 101788 Signature: _____

Department: Facilities Mngt Dept#: 220

Quantity: 1

Service: $34.99 mo (x) 10 months = 349.90 Account: 2-1100-419-40-220-001-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: 4548.70 _____ Requisition Number: 208717

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 | Valde Guerra Print Name | 1/24/12 Date

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

_____ Signature | Valde Guerra Print Name | 1/24/12 Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Share Unl + 200 tx insg

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

(956) 239-1950

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: IRENE Cantu Employee ID# 018402 Signature: Irene Cantu

Department: Facilities Mngt Dept#: 220

Quantity: 1

Service: 34.99 mo (x) 10 months = 349.90 Account: 2-1100-419-40-220-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 4548.70 **Requisition Number:** 208717

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	Print Name	Date
	Valde Guerra	1/24/12

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

Signature	Print Name	Date
	Valde Guerra	1/24/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Share Unl. + 200 tx msg.

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

(956) 289-0673

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: Arturo Robledo Employee ID# 177172 Signature: Arturo Robledo

Department: Facilities Mngt. Dept#: 220

Quantity: 1

Service: $ 34.99 /mo (x) 10 months 349.90 Account: 2-1100-419.40-220-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 4548.70 **Requisition Number:** 208717

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 | Daniel Flores Print Name | 01/20/12 Date

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

Signature | Valdi Guerra Print Name | 1/20/12 Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Share Unl. + 400 tx msg.

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

(956) 587-8905

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: Saul Ramos Employee ID# 149276 Signature: [signature]

Department: Facilities Mngt. Dept#: 220

Quantity: 1

Service: $ 34.99 o (x) 10 months = 349.90 Account: 2-1100-419-40-220-001.0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 4548.70 **Requisition Number:** 208717

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] Daniel Flores 01/20/12

Signature Print Name Date

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

[signature] Valde Guerra 1/20/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Share Unl. + 200 tx msg.

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

(956) 239-1946

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: Juan Lazo Employee ID# 157767 Signature: [signature]

Department: Facilities Mngt. Dept#: 220

Quantity: 1

Service: $ 34.99 /mo (x) 10 months = 349.90 Account: 2-1100-419.40-220-001 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 4548.70 _____ **Requisition Number:** 208717

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] Valde Guerra 1/24/12

Signature Print Name Date

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

[signature] Valde Guerra 1/24/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Share Unl. + 200 to Intsg.

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

(956) 289-0210

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: Noe Garcia Employee ID# 161045 Signature: [signature]

Department: Facilities Mngt Dept#: 220

Quantity: 1

Service: $ 34.99 /mo (x) 10 months = 349.90 Account: 2-1100-419-40-220-0019 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 4548.70 _____ **Requisition Number:** 208717

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] Daniel Flores 01/20/12

Signature Print Name Date

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

[signature] Valde Guerra 1/20/12

~~Signature~~ Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice 11400 Share Unl. +200 tx msg.

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

(954) 289-0240

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: Joe Chavarria Employee ID# 167037 Signature: [signature]

Department: Facilities Mngt Dept#: 220

Quantity: 1

Service: $ 34.99 .no (x) 10 months = 349.90 Account: 2-1100-419-40-220-001-0 **-532**

Service: $_____/mo (x) ____ months = _____ Account:_____ **-619/664**

Requisition Total: 4845.70 _____ **Requisition Number:** 208717

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] Daniel Flores 1/20/12

Signature Print Name Date

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

[signature] Valde Guerra 1/20/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes Americas Choice 11500 Share Unl. +200 tx msg.

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

(956) 587-8841

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: Roberto Martinez Employee ID# 168041 Signature: [signature]

Department: Facilities Mgt Dept#: 220

Quantity: 1

Service: 34.99 mo (x) 10 months = 349.90 Account: 2-1100-419-40-220-0010 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: 4548.70 **Requisition Number:** 208717

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] Daniel Flores 01/20/12

Signature Print Name Date

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

[signature] Valde Guerra 1/20/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Share Unl. + 200 tx msg.

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

(956) 289-0197

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: Fernando Martinez Employee ID# 186066 Signature: [signature]

Department: Facilities Mgt. Dept#: 220

Quantity: 1

Service: $34.99 mo (x) 10 months = 349.90 Account: 2-1100-419-40-220-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: 4548.70 **Requisition Number:** 208717

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] Daniel Flores 01/20/12

Signature Print Name Date

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

[signature] Valde Guerra 1/20/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: AmericasChoice II 400 Share Unl. + 200 tx msg.

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

(954) 587-8837

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: Paul A. Esquivel Employee ID# 148296 Signature: Paul Esquivel

Department: Facilities Mngt. Dept#: 220

Quantity: 1

Service: $ 34.99 , (x) 10 months 349.90 Account: 2-1100-419-40-220-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 4548.70 _____ **Requisition Number:** 208717

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 | Valde Guerra (Print Name) | 1/24/12 (Date)

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

Signature | Valde Guerra (Print Name) | 1/24/12 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Share Unl. + 200 tx msg.

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

(956) 289-0685

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: Servando Gallardo Employee ID# 106138 Signature: S Gallardo

Department: Facility Mngt. Dept#: 220

Quantity: 1

Service: $ 34.99 /mo (x) 10? months = 349.90? Account: 2-1100-419-40-220-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 4548.70 **Requisition Number:** 208717

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	Print Name	Date
	Daniel Flores	01/20/12

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

Signature	Print Name	Date
	Valde Guerra	1/20/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Share Unl. + 200 tx msg.

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

(456) 289-0622

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: Pablo Herrera Employee ID# 167991 Signature: Pablo Herrera

Department: Facilities Mngt. Dept#: _____

Quantity: 1

Service: $ 34.99 /mo (x) 10 months 349.90 Account: 2-1100-419-40-220001-0 **-532**

Service: $ _____/mo (x) ____ months = _____ Account: _____ **-619/664**

Requisition Total: 4548.70 _____ **Requisition Number:** 208717

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 | Daniel Flores (Print Name) | 01/20/12 (Date)

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

Signature | Valde Guerra (Print Name) | 1/20/12 (Date)

(4) IT ~~DEPARTMENT~~ ONLY:

Service Type Codes: Americas Choice II 400 Unl. Share + 200 tx msg.

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

(956) 292-8367

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ✓ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Eduardo Garza Employee ID# 144584 Signature: Eduardo Garza

Department: Facilities Mngt. Dept#: 220

Quantity: 1

Service: $34.99 /mo (x) 10 months = 349.90 Account: 2-1100-419-40-220-0010 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 4548.70 **Requisition Number:** 208717

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: _____ Print Name: Dante Flore Date: 01/20/12

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

Signature: _____ Print Name: Valde Guerra Date: 1/20/12

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice 1400 Share Unl. + ~~$100~~ 200 tx msg.

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

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal For Hidalgo County Facilities

Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
AMERICAS CHOICE II 400 SHARE UNL IN NW +200 Txt/pic/flix 3845 0408	13	$29.99	400	$0.25	$389.87	$4,678.44
	0	$0.00	0	$0.00	$0.00	$0.00
	0	$0.00	0	$0.00	$0.00	$0.00
Total	13		5200		$389.87	$4,678.44

Features	# of Lines	Discounted Monthly Access		Monthly Cost	Yearly Cost
	0	$0.00		$0.00	$0.00
	0	$0.00		$0.00	$0.00
	0	$0.00		$0.00	$0.00
Total	0	$0.00		$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost

Device	# of Lines	Cost per Unit	Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total	0	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost

INVESTMENT ESTIMATE	Total
Rate Plan & Feature Estimated Yearly Cost:	$4,678.44
Equipment Estimated Cost:	$0.00
Total	$4,678.44

Equipment Estimated Cost

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied.

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-504 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, 911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Requisition

Req # 00208826

PO #

Date: 01/10/12

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR. R.
956-383-3112

Contract No: DIR-SDD-604

Special Instructions:
PCT. REQ.# 0058

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER DIR-SDD-604 CATALOG PRICING DO NOT DUPLICATE ORDER		
12.00	MONTH	THREE (3) VERISON UNLIMITED MOBILE BROADBAND PLAN UNDER DIR-SDD-604 AS PER DIR-SDD-604 CATALOG PRICING OF $37.99 @ MONTH PLUS TAXES IF APPLICABLE OF $5.00 FOR OFFICE USE. 956-221-2292 AND 956-221-2293 AND NEW SERVICE	128.97	1,547.64
		Account No	Encumbrance	
		2-1200-431-00-124-007-0-532	1,547.64	
			Freight	.00
			Total	1,547.64
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: **Office Use** Employee ID# **N/A** Signature:

Department: **Hidalgo County Pct 4** Dept#: **124**

Quantity: **1** **NEW SERVICE**

Service: $ **37.99** /mo (x) **12** months = **$455.88** Account: **2-1200-431-00-124-007-0-532**

Service: $ **5.00** /mo (x) **12** months = **$60.00** Account: **2-1200-431-00-124-007-0-532**

Requisition Total: $1,547.64 **Requisition Number: 208826**

STIPEND

(1) Employee: Employee ID#_____ Signature:

Department: Dept#:

Quantity:

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

Total:

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

Joseph Palacios /Dey Joseph Palacios 2/2/12

Signature Print Name Date

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

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: New Activation - Mobile broadband

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

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
Unlimited Mobile Broadband	1	$37.99	N/A	N/A	$37.99	$455.88
Total					$37.99	$455.88

Features	# of Lines	Discounted Monthly Access			Monthly Cost	Yearly Cost
	0	$0.00			$0.00	$0.00
	0	$0.00			$0.00	$0.00
	0	$0.00			$0.00	$0.00
Total		$0.00			$0.00	$0.00
Rate Plan & Feature Estimated Yearly Cost:						**$455.88**

Device	# of Lines	Cost per Unit	Total
MIFI 4510L	1	$0.00	$0.00
Total	1	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00
Equipment Estimated Cost:			**$0.00**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Serivce and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wirless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 4/13/12 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be available at an additional charge. Verizon Wireless offers a flat **25% discount off of the retail price for accessories (excluding Apple branded accessories)**. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability.
For details on additional accessories available, please visit www.verizonwireless.com.

This Quotation is valid for inety (90) days from date listed on quote (except for promotional pricing whichmay expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any prupose other than to evaluate the document.

AI-31262 **16. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Rene Guerra, Criminal District Attorney

Department: HIDTA

Information

CAPTION

Requesting authorization for the County Judge to execute the FY 2011 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency - Hidalgo County HIDTA Task Force

BACKGROUND

The annual report is a prerequisite as per the Code of Criminal Procedure Chapter 59.06.Disposition of Forfeited Property. Report will be submitted to the State of Texas Office of the Attorney General and the Texas Comptroller of Public Accounts. The Hidalgo County Auditor's Office reviewed said report.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1251-412-00-270-011-0-XXX

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

BUDGETARY IMPACT:

No Budgetary impact

Attachments

FY 2011 Chapter 59 Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 10:02 AM
Sylvia Solis	Sylvia Solis	02/29/2012 01:28 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Nelda Olivarez Started On: 02/29/2012 08:52 AM

Final Approval Date: 03/09/2012

FY 2011
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name:	**Hidalgo County High Intensity Drug Trafficking Area (H.I.D.T.A.) Task Force**	Reporting Period: (local fiscal year) example:	**01/01/11 - 12/31/11** 01/01/11 to 12/31/11, 09/01/10 to 08/31/11 etc.
Agency Mailing Address:	**P.O. Box 5719** **McAllen, Texas 70502-5719**		
Phone (1) Number:	**(956) 381-0444**		
County:	**Hidalgo County**		
Email Address:	dmunoz@hidtataskforce.net	This should be a permanent agency email address	

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A)	Beginning Balance..... **Instructions:** Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited by have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g. the District Attorney's account.	$	
B)	Seizures During Reporting Period: **Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.		
	1) Amount seized and retained in your agency's custody.	$	**0.00**
	2) Amount seized and transferred to the District Attorney pending forfeiture.	$	**12,779.00**
C)	Interest earned on Seized Funds During Reporting Period: **Instructions:** Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	$	**0.00**
D)	Amount Returned to Defendants/Respondents:	$	**3,100.00**
E)	Amount Transferred to Forfeiture Account: **Instructions:** Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.	$	**12,864.00**
F)	Ending Balance: **Instructions:** Add lines A, B,(1), and C, subtract lines D and E, put total in line F.	$	**(15,964.00)**

II. FORFEITED FUNDS

A)	**Beginning Balance:** **Instruction:** Include total amount of forfeited funds that have been forfeited **to your agency** and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.	$ 1,213,357.00
B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: **Instructions:** Do not include amounts forfeited but not yet received by your agency: interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	$ 12,864.00
C)	Interest Earned on Forfeited Funds During Reporting Period: **Instructions:** Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account	$ 1,572.00
D)	Proceeds Received by Your Agency From Sale of Forfeited Property: **Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.	$ 63,506.00
E)	Total Expenditures of Forfeited Funds During Reporting Period: **Instructions:** From Total on Section VI.	$ 391,474.00
F)	Ending Balance: **Instructions:** Add lines A through D, subtract line E, place total in line F..	$ 899,825.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories, Include only those seizures where a seizure is made be a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.	7	8		
2) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printer and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description **see Atachment "A"**	9	8		2
Other Property - Description _____				
Other Property - Description _____				

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	**0**
B)	Real Property (the number of separate parcels of property, not a currency amount):	
C)	Computers (the number of computers, not a currency amount):	**0**
D)	Firearms (the number of firearms, not a currency amount:	**0**
E)	Other (the number of items, not a currency amount):	**0**

V. FORFEITED PROERTY TRANSFERRED TO LOANED TO ANOTHER AGENCY

INSTRUCTIONS: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	**1**
B)	Real Property (the number of separate parcels of property, not a currency amount:	
C)	Computers (the number of computers, not a currency amount):	
D)	Firearms (the number of firearms, not a currency amount):	
E)	Other (the number of items, not a currency amount):	**1**

VI. EXPENDITURES

INSTRUCTIONS: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	**SALARIES**		
1.	Increase of Salary, Expense, or Allowance of Employees (Salary Supplements):	$309,011.00	
2.	Salary Budget Solely From Forfeited Funds:	$ 82,463.00	
3.	Number of Employees Paid Using Forfeiture Funds:	17	
	TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		**$ 391,474.00**

B)	**OVERTIME**		
1.	For Employees Budgeted by Governing Body:	$ -	
2.	For Employees Budgeted Solely out of Forfeiture Funds:	$ -	
3.	Number of Employees Paid Using Forfeiture Funds:		
	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		**$ -**

C)	EQUIPMENT		
1.	Vehicles:	$ -	
2.	Computers:	$ -	
3.	Firearms, Vests, Personal Equipment:	$ -	
4.	Furniture:	$ -	
5.	Software:	$ -	
6.	Maintenance Costs:	$ -	
7.	Uniforms:	$ -	
8.	K9 Related Costs:	$ -	
9.	Other (Provide Detail on Additional Sheet):	$ -	
	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		$ -

D)	SUPPLIES		
1.	Office Supplies:	$ -	
2.	Cellular Air Time:	$ -	
3.	Internet:	$ -	
4.	Other (Provide Detail on Additional Sheet):	$ -	
	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		$ -

E)	TRAVEL		
1.	Total In State Travel	$ -	
	a) Lodging:	$ -	
	b) Air Faire:	$ -	
	c) Meals (including per diem):	$ -	
	d) Car Rental:	$ -	
2.	Total Out of State Travel:	$ -	
	a) Lodging:	$ -	
	b) Air Fare:	$ -	
	c) Meals (including per diem):	$ -	
	d) Car Rental:	$ -	
3.	Fuel:	$ -	
4.	Parking:	$ -	

5. Other (Provide Detail on Additional Sheet):	$ 0.00	
TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		$ -

F) TRAINING		
1. Fees (Conferences, Seminars):	$	
2. Materials (Books, CDs, Videos, etc.):	$	
3. Other (Provide Detail on Additional Sheet):	$	
TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		$ -

G) INVESTIGATIVE COSTS		
1. Informant Costs:	$	
2. Buy Money:	$	
3. Lab Expenses:	$	
4. Other (Provide Detail on Additional Sheet):	$	
TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS		$ -

H) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE		
1. Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j):	$	
2. Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	$	
TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (PURSUANT TO Articles 59.06 (h), (l), (j), (n), (o)):		$ -

I) FACILITY COSTS		
1. Bulding Pruchase:	$	
2. Lease Payments:	$	
3. Remodeling:	$	
4. Maintenance Costs:	$	
5. Utilities:	$	
6. Other (Provide Detail on Additional Sheet):	$	
TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS		$ -

J) MISCELLANEOUS FEES	
1. Court Costs:	$
2. Filing Fees	$

3. Insurance:	$		
4. Witness Fees:	$		
5. Audit Costs and Fees:	$		
6. Other (Provide Detail on Additional Sheet:	$		
TOTAL MISCELLANEOUS FEES PAID OUT OF CHATPER 59 FUNDS		$	-
K) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENTS:		$	-
L) TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):		$	-
M) TOTAL EXPENDITURES:		$	391,474.00

NOTE: If you are governed by a Commissioners Court or a City council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

CERTIFICATION

I swear or affirm that the commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR, or CITY MANAGER (Printed Name): _____

SIGNATURE: _____

DATE: _____

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): Rene Guerra

SIGNATURE: Rene Guerra

DATE: _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

ATTACHMENT A

III **OTHER PROPERTY**

Instructions: List the number of items *seized* for the following categories. Include only those seizures where a seizure is made by a peace officer is sworn to by a peace officer employed by the agency. If property is sold, or is to be sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II(D) in the reporting year in which the proceeds are received.

Please note- this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use	**SEIZED**	**FORFEITED AGENCY**	**RETURNED TO DEFENDANTS/ RESPONDENTS**	**PUT INTO USE BY AGENCY**
5) Other Property - Description:	**9**	**8**		**2**

Seized	Forfeited	Case Number	Seized Item	Other Description	Seized Date	Task Force Case No.	Agent	Status	Date Awarded	NOTES
		0992-11-E	EIGHT (8) MISCELLANCEOUS VARIETIES TOOLS			2011-0040	R. RODRIGUEZ	PENDING AUCTION	06/16/11	
1	1		1 ONE(1) DEWALT RADIUS SAW W/5 BLADES	SN#06098620091049	03/24/11	2011-0040	R. RODRIGUEZ	PENDING AUCTION	06/16/11	
2	2		2 ONE (1) BINDER MACHINE W/ACCORIES, ***INCLUDING***		03/24/11	2011-0040	R. RODRIGUEZ	PENDING AUCTION	06/16/11	
			ONE (1) RUBBER HAMMER, ONE (1) STRAP CUTTER,					PENDING AUCTION	06/16/11	
			ONE (1) STRAP GUIDE, & ONE (1) BOX METAL TIES.					PENDING AUCTION	06/16/11	
3	3		3 ONE (1) SALTER BRECKNELL DIGITAL SCALE	SN#409000065	03/24/11	2011-0040	R. RODRIGUEZ	**CLOSED**	06/16/11	**MOU - CITY OF PENITAS (Commissioners' Court 12/12/11)**
4	4		4 ONE(1) DYMO DIGITAL SCALE	SN#401000008422	03/24/11	2011-0040	R. RODRIGUEZ	PENDING AUCTION	06/16/11	
5	5		5 ONE (1) JOHNSON JOB SITE, SQUARE LEVEL	MOD#ADS4S/40-0500	03/24/11	2011-0040	R. RODRIGUEZ	PENDING AUCTION	06/16/11	
6	6		6 ONE(1) EMPIRE LEVEL	MOD#330-080	03/24/11	2011-0040	R. RODRIGUEZ	PENDING AUCTION	06/16/11	
7	7		7 ONE (1) SHOW SHOVEL WITH WOOD HANDLE		03/24/11	2011-0040	R. RODRIGUEZ	**CLOSED**	06/16/11	**PUT INTO USE**
8	8		8 ONE (1) HAPER DOLLY		03/24/11	2011-0040	R. RODRIGUEZ	**CLOSED**	06/16/11	**PUT INTO USE**
9		2753-11-A	ONE (1) THIRTY (30) GALLON HUSKY AIR COMPRESSOR	VT631505AJ			NON-SUIT			

AI-31366 **17. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Pete de la Cruz

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Fire Department CPR training equipment through Hidalgo County's membership and participation with Buy Board approved vendor Moore Medical Supporting Health & Care (Contract #363-10) in the amount of $1,013.76 (quote attached hereto). UCP Year 24 (2011) Mercedes Public Services funds will be utilized and the City of Mercedes General Funds.

BACKGROUND

The Fire Department CPR training equipment to be purchase will be utilized by the Mercedes Volunteer Fire Department. Moore Medical Supporting Health & Care is an approved vendor through the Buy Board, Contract #363-10. Delivery is expected within 30 days from receipt of purchase order.

Vendor: Moore Medical Supporting Health & Care
Purchase Amount: $1,013.76

Funds Available: $1,000.00 UCP FY 24 (2011) Public Services
$ 19.99 Mercedes General Fund Check

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 24 (2011) Mercedes Public Services and the City of Mercedes General funds will be utilized for the purchase of CPR training equipment for the Mercedes Volunteer Fire Department.

Attachments

City of Mercedes/ Fire Dept CPR Training Equipment/Moore Medical

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 11:05 AM
Perla Lopez	Perla Lopez	03/08/2012 02:13 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mary Flores Started On: 03/07/2012 09:10 AM

Final Approval Date: 03/09/2012

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Supporting Health & Care

QUOTE

PO Box 4066
Farmington, CT 06032-4066
www.mooremedical.com
800-234-1464

Quote Total	Quote Date 03/06/12
1,013.76	Expires : 03/31/12
Customer Quote #	Quote # 426296

Bill To: 21388110
City of Mercedes
Accounts Payable Dept.
400 South Ohio Ave
MERCEDES TX 78570

Ship To: 21388110
City of Mercedes
Olga Irene Rosas
400 South Ohio Ave
MERCEDES TX 78570

DUFOURR

Item #	UM	Description	Qty Quoted	Item Status	Unit Price	Extension
71703	EA	Instructors Starter Pk 2151 DS EA 1	1	P	578.1000 Per EA	578.10
91183	EA	Heartstart FR2+ Trainer EA 1	1		297.6600 Per EA	297.66
76383	EA	FR2 Inf/Child Train Pad PR 1	1		37.7100 Per EA	37.71
35266	EA	Resusci Manikin Shld 151201 BX 36	8	P	8.8800 Per EA	71.04
62879	EA	Sani-Cloth Plus Germ Wp Lg 160 CT 160	1	P	8.3500 Per EA	8.35
88943	EA	Heartstart Training Defib Pads PK 2	1		20.9000 Per EA	20.90

Subtotal	1,013.76
Handling Charge	.00
ShipOnIce/Hazmat	.00
Freight	.00
Tax	.00
Total	1,013.76

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buy Board **Person Contacted:** Rinette Dufour

VENDOR #1 **Name:** Moore Medical LLC **Contract No. :** 363-10 **Phone:** 1-800-234-1464 x 5390

Quantity	Description of Items	Price per Unit	Total Amount
1	Instructor's Economy Starter Package	$578.10	$ 578.10
1	Headstart AED Trainer 2	$297.66	$ 297.66
1	FR2 Infants and Child Training Pads	$37.71	$ 37.71
8	Manikin Face Shields	$10.83	$ 71.04
1	Sani-cloth Plus Germicidal Disposable cloth Wipes	$8.35	$ 8.35
1	Headstart Training Electrode Pads.	$20.90	$ 20.90
		TOTAL:	**$ 1013.76**

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Recommendation: To approve the order in the amount of $1013.76 for the purchase of the training equipment for the public services.

Requested by: Olga Rosas Date 3-6-2012 **UCP Approval:** Date 3-6-2012

Pete de la Cruz Mercedes

From: Connie Burkett [Connie.Burkett@tasb.org] Mercedes Fire Dept
Sent: Wednesday, February 15, 2012 9:02 AM
To: 'Pete de la Cruz'
Subject: RE: 2011 Fire Sta. Equipment -ification of Buy Board Prices

The items included on the quote are part of the vendor's BuyBoard contract (363-10).

If you have any questions, please let me know.

Respectfully,

Connie W. Burkett, CTPM
Contract Administrator
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Pete de la Cruz [mailto:pete.delacruz@ucp.co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 4:36 PM
To: Connie Burkett
Subject: 2011 Fire Sta. Equipment -ification of Buy Board Prices

Good Morning Ms. Burkett,

Can you please assist me with informing me if the prices that the vendor (Moore Medical, LLC) has provided to Urban County Program are Buy Board prices?

I attached the quote from Moore Medical, LLC (Buy Board contract #363-10). Lupita with our office has already verified the list prices on 11/21/11 at http:www.mooremedical.com. We are Buy Board members thru Hidalgo County.

I greatly appreciate your assistance in this matter.

Respectfully,

Pete De La Cruz
Program Coordinator II
Urban County Program
956-787-8127 office
956-787-5291 fax

Pete de la Cruz

From: Pete de la Cruz [pete.delacruz@ucp.co.hidalgo.tx.us]

Sent: Tuesday, February 14, 2012 4:36 PM

To: (Connie.Burkett@tasb.org)

Subject: 2011 Fire Sta. Equipment -ification of Buy Board Prices

Good Morning Ms. Burkett,

Can you please assist me with informing me if the prices that the vendor (Moore Medical, LLC) has provided to Urban County Program are Buy Board prices?

I attached the quote from Moore Medical, LLC (Buy Board contract #363-10). Lupita with our office has already verified the list prices on 11/21/11 at http:www.mooremedical.com. We are Buy Board members thru Hidalgo County.

I greatly appreciate your assistance in this matter.

Respectfully,

Pete De La Cruz
Program Coordinator II
Urban County Program
956-787-8127 office
956-787-5291 fax

Vendor Contract Information

Proposal Documents | Back

Vendor: Moore Medical LLC
Address: 1690 New Britain Ave.
Farmington, CT 6032
Phone: (800) 234-1464
Contact: Bonnie Irish
Email: bid@mooremedical.com
Website: www2.mooremedical.com
Federal ID: 20-2046702
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Equipment #363-10
Effective Date: 4/1/2011
Expiration Date: 3/31/2014
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Freight prepaid by vendor and added to invoice
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number: 363-10
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Freight will be prepaid and added to invoice. See attached
Return Policy: See attached

[Log Out]

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Rinette Dufour - rdufour@mooremedical.com

city of mercedes

February 8, 2012

County of Hidalgo Urban County Program
c/o Pete De La Cruz, UC Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Request for Purchase Order

Dear Mr. De La Cruz;

The City of Mercedes is requesting issuance of a purchase order in the amount of $ 1,019.99 to Moore Medical LLC for the purchase of CPR training equipment for the Mercedes Fire Department. A price proposal was solicited through Buy Board from Moore Medical LLC. A check in the amount of $ 19.99 has been submitted to the Urban County Program from the City's General Fund. The purchase order and payment for this expense should be dispensed from the following account in the amount stated:

A/C# 5010-50-0306-5000-5000 - $ 1,000.00 – Fire Station/Equipment

(A/C # 01-524-3060 - $ 19.99 – City's General Fund)

Thank you in advance for your assistance, and should you have any questions or require further information please do not hesitate to contact me at (956) 565-3114, Ext. 129.

Sincerely,

Olga Rosas

Olga Rosas
Grants/Fixed Assets Coord.

cc: File

FEB 13 2012

(956) 565-3114 400 So. Ohio St. P.O. Box 837 Mercedes, Texas 78570

		Rental		
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011	Melhart Music Center	Audio Visual Equipment & Supplies	313-09	5/1/2009 – 4/30/2012
11/08/2011	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	363-10	01/01/2011 – 03/31/2014
6/28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011

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- Instruments - Care
- IV Therapy
- Laboratory
- Needles - Syringes - Disposal
- Orthopaedics
- Personal Care
- Pharmaceuticals - OTC
- Pharmaceuticals - RX
- Pharmaceuticals - Unit of Use
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SEARCH RESULTS

You searched for "71703"

Matching Records: 1 Best Matched **Per Page:** 10

	Instructor's Economy Starter Package	Simulaids	Color/ Str	Size	Pkg	Price	Qty
	71703	2151			Each	$705.00	1

705.00 X 18% = 126.90

- 126.90 = $578.10

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- Equipment and Furniture
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- Extrication - Patient Transport
- Gloves
- Infection Control
- Instruments - Care
- IV Therapy
- Laboratory
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- Orthopaedics
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- Pharmaceuticals - OTC
- Pharmaceuticals - RX
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SEARCH RESULTS

You searched for "91183"

Matching Records: 1 Best Matched **Per Page:** 10

HeartStart AED Trainer 2	Philips Medical Systems	Color/ Str	Size	Pkg	Price	Qty	
91183	M3752A			Each	$363.00	1	

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- Education - Training
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- Extrication - Patient Transport
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- Pharmaceuticals - RX
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SEARCH RESULTS

You searched for "76383"

Matching Records: 1 Best Matched **Per Page:** 10

	FR2 Infant and Child Training Pads	Laerdal	Color/ Str	Size	Pkg	Price	Qty
	76383	M3871A			Pair	$45.99	1

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- Gloves
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- Pharmaceuticals - RX
- Pharmaceuticals - Unit of Use
- Point of Care Testing
- Respiratory
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SEARCH RESULTS

You searched for "35266"

Matching Records: 1 Best Matched **Per Page:** 10

	Manikin Face Shields	Laerdal	Color/ Str	Size	Pkg	Price	Qty
	35266	151201			Box/36	$10.83	1

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- Education - Training
- Equipment and Furniture
- Exam Room Supplies
- Extrication - Patient Transport
- Gloves
- Infection Control
- Instruments - Care
- IV Therapy
- Laboratory
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- Orthopaedics
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- Pharmaceuticals - OTC
- Pharmaceuticals - RX
- Pharmaceuticals - Unit of Use
- Point of Care Testing
- Respiratory
- Safety - Personal Protection
- Surgical Supplies
- Urology - Ostomy

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ADDITIONAL LINKS

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- Medical Office Equipment
- In-Office Diagnostic Equip
- Easy Ordering WebTools
- Pandemic Preparedness
- Flu Center

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SEARCH RESULTS

You searched for "62879"

Matching Records: 1 Best Matched **Per Page:** 10

	PDI	Color/ Str	Size	Pkg	Price	Qty
Sani-Cloth® Plus Germicidal Disposable Cloth Wipes 62879	Q89072		6" x 6.75"	Can/160	$10.19	1

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NARROW YOUR SEARCH BY:

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- Bandages - Wound Care
- Education - Training
- Equipment and Furniture
- Exam Room Supplies
- Extrication - Patient Transport
- Gloves
- Infection Control
- Instruments - Care
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- Pharmaceuticals - RX
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- In-Office Diagnostic Equip
- Easy Ordering WebTools
- Pandemic Preparedness
- Flu Center

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SEARCH RESULTS

You searched for "88943"

Matching Records: 1 Best Matched **Per Page:** 10

	Heartstart Training Electrode Pads	Philips Medical Systems	Color/ Str	Size	Pkg	Price	Qty
	88943	07-10900			Pkg/2	$25.49	1

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MEMO

TO: **Lupita Garcia, UCP Coordinator**

FROM: **Olga Rosas, Grants/Fixed Assets Coord.** OR.

DATE: **November 11, 2011**

RE: **Fire Station/Equipment – Mercedes Fire Dept.**

Attached please find the Price Proposal Form for the Mercedes Fire Dept. for the purchase of the Training AED w/ Manikin and equipment. The items to be purchased through this contract will be utilizing the UC City funds. Any overage will be encumbered by the City's general fund. Upon approval a check from the City will be submitted to cover the overage. Please review and if everything is in order please approve the vendor.

Should you have any questions or require further documentation, please contact Tony Aguilar at (956) 565-3114, Ext. 121. Thank you.

City of Mercedes

FY 24 (2011) Urban County Expenditures and Balances

5011-50-0500-5000-5000

RECEIVED
NOV 15 2011

Public Services – Fire Station

1,000.00	Beginning Balance
1,019.99	Training AED w/ Manikin and Supplies
-19.99	Amount leveraged by City's Gen. Fund

THIS DOCUMENT HAS LINEMARK™ LINES IN THE PAPER • HOLD TO LIGHT TO VIEW.

CITY OF MERCEDES
POOLED CASH FUND
400 SOUTH OHIO
MERCEDES, TEXAS 78570

FIRST NATIONAL BANK
MERCEDES, TEXAS

101116

DATE 11/15/2011

AMOUNT *******19.99

PAY---- NINETEEN & 99/100 DOLLARS ----

TO THE ORDER OF
** URBAN COUNTY PROGRAM **
1916 TESORO BLVD
PHARR, TX 78577

Deirna D. Tovar

MP

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈101116⑈ ⑆114921415⑆ ⑈0074611879⑈

CITY OF MERCEDES • POOLED CASH FUND 101116

9-1 ** URBAN COUNTY PROGRAM ** 101116 11/15/2011

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/15/2011	11142011		URBAN COUNTY PROGRAM: REFUND U	19.99

CDBG FUNDING LEVERAGED BY THE CITY FOR THE PURCHASE
OF A TRAINING AED WITH MANIKIN AND SUPPLIES FOR FIRE DEPT

RECEIVED
NOV 15 2011

CHECK TOTAL 19.99

guadalupe.garcia

From: guadalupe.garcia [guadalupe.garcia@ucp.co.hidalgo.tx.us]
Sent: Wednesday, November 16, 2011 11:06 AM
To: 'Matilde Faz'
Cc: 'antonio.barco'
Subject: Contract Vendor approval

Mrs. Faz:
Can you please place Buy Board Vendor: Moore Medical, LLC contract # 363.10 for approval before Hidalgo County Commissioner's Court as soon as possible.
The Urban County Program will be submitted an agenda for purchase of training equipment for the City of Mercedes Fire Department.

Any questions please call me at your convenience. Thank you for your prompt attention in this matter.

Lupita V. Garcia
UCP Coordinator II
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577
Phone: 956-787-8127 ext. 2237

guadalupe.garcia

From: Matilde Faz [matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, November 16, 2011 11:38 AM
To: 'guadalupe.garcia'
Cc: antonio.barco@ucp.co.hidalgo.tx.us
Subject: RE: Contract Vendor approval
Attachments: REVISED EXHIBIT A COOP VENDOR'S LIST 11222011.pdf

Good morning, Lupita
Attached is the updated COOP Vendor's list and the vendor you are requesting is already in the list. ☺
If you have any questions or concerns, please feel free to contact me.

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II
Purchasing Department
2802 South Highway 281
Edinburg, Texas 78539
☎ **(956) 318-2626 ext. 4854**
(956) 318-2629
✉**matilde.faz@co.hidalgo.tx.us**

"Life is not about waiting for the storms to pass...it's about learning how to dance in the rain!"

Always remember to forget the troubles that pass your way; but never forget the blessings that come each day.

REMEMBER, GROWING OLDER IS MANDATORY. GROWING UP IS OPTIONAL. We make a Living by what we get. We make a Life by what we give.



All of us at Hidalgo County Purchasing Department would like to wish you a very blessed and safe Thanksgiving Holiday with your family and friends!

From: guadalupe.garcia [mailto:guadalupe.garcia@ucp.co.hidalgo.tx.us]
Sent: Wednesday, November 16, 2011 11:06 AM
To: 'Matilde Faz'
Cc: 'antonio.barco'
Subject: Contract Vendor approval

Mrs. Faz:

Can you please place Buy Board Vendor: Moore Medical, LLC contract # 363.10 for approval before Hidalgo County Commissioner's Court as soon as possible.
The Urban County Program will be submitted an agenda for purchase of training equipment for the City of Mercedes Fire Department.

Any questions please call me at your convenience. Thank you for your prompt attention in this matter.

Lupita V. Garcia
UCP Coordinator II
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577
Phone: 956-787-8127 ext. 2237

AI-31186 **17. B.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Michelle Mendoza

Department: URBAN COUNTY

Information

CAPTION

Request approval to reallocate FY 2011 HOME funds in the amount of $50,000.00, from the Community Housing Development Organization (CHDO) Program to the Home Buyer Assistance Program.

BACKGROUND

The Urban County Program HOME allocation for FY 2011 is $2,621,620.00. These funds have been distributed as shown in the table below under the column “Current Funding”. Presently, the Home Buyer Assistance Program has a balance of only $19,163.10 and continues to receive applications for assistance from families purchasing new homes within the County. Our office was recently made aware that one of the CHDO projects set to be awarded with FY 2011 funds will not move forward due to unforeseen circumstances. The UCP requests the reallocation of $50,000.00 to the Home buyer Assistance Program from the CHDO line item.

HOME Programs	Fiscal Year 2011	
	Current Allocation	Proposed Allocation
Home Buyer Assistance	$50,000	$100,000
Rehabilitation	$909,458	$909,458
CHDO	$1,400,000	$1,350,000
Administration	$262,162	$262,162
Total	$2,621,620	$2,621,620

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 11:30 AM
Perla Lopez	Perla Lopez	03/02/2012 10:37 AM
Auditor's Office	Arcilia Duran	03/07/2012 01:17 PM
Purchasing Department	Marty Salazar	03/07/2012 01:33 PM

Form Started By: Mary Flores Started On: 02/23/2012 08:46 AM

Final Approval Date: 03/07/2012

AI-31362 **17. C.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Alton is requesting authority to purchase fire protection equipment through Hidalgo County's membership and participation with Buy Board (Texas Association of School Boards) approved vendor Dooley Tackaberry (contract # 363-10) in the amount of $41,561.22 (quote attached hereto) to include shipping fees. City of Alton UCP Years 23 & 24 (2010 & 2011) Fire Station Equipment funds will be utilized.

BACKGROUND

The fire protection equipment, to include helmets, monitor for hoses/nozzle, aeration tube (adaption for nozzle), hydrant wrenches, gas detectors, stream shaper for a longer water stream, nozzles, fire swatters needed for grass fires, spanner wrenches to disconnect hoses from fire trucks, pike poles for roof penetration, head harnesses, air packs, cylinders, and jumpsuits for use in the city limits of Alton and surrounding areas. Payment in the amount of $41,561.22 will include warranties, customer assistance and delivery. Delivery is expected within 30-60 days.

Vendor:	Dooley Tackaberry	
Purchase Amount:	$41,561.22	
Funds Available:	$36,077.53	Year 23 (2010) Fire Station Equipment funds
	$34,284.00	Year 24 (2011) Fire Station Equipment funds
	$70,361.53	Total

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) & Year 24 (2011) City of Alton Fire Station Equipment funds will be utilized for the purchase of fire protection equipment.

Attachments

City of Alton Fire Protection Equipment/ Dooley Tackaberry

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 11:04 AM
Perla Lopez	Perla Lopez	03/08/2012 02:07 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mary Flores Started On: 03/07/2012 08:41 AM

Final Approval Date: 03/09/2012

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard **Person Contacted:** Susie Quattlebaum

Purchase #1 **Vendor Name:** Dooley Tackaberry **Contract No.:** 363-10 **Phone:** 713-427-3976

Quantity	Description of Items	Price per Unit	Total Amount
14	BULLARD NO. A-1-BL HELMET, ADVENT, COLOR BLUE, WITH 2 POINT CHIN STRAP	$ 73.60	$ 1,030.40
1	ELKHART NO. 03733101-06-3FLNG MONITOR 299-11 3"FLNG INLET 2.5"MNHT(NST) OUT TILLER BRASS	$1,162.66	$ 1,162.66
1	ELKHART NO. 03981001 FOAM AERATION TUBE 247 HANDLINE ELK-O-LITE	$ 198.86	$ 198.86
10	ELKHART NO. 01507001 WRENCH S-454 HYDRANT ADJ. W/PIN & RLUG BRONZE	$ 62.80	$ 628.00
5	BW TECHNOLOGIES NO. QT-XWHM-R-Y-NA DETECTOR GAS ALERT QUATTRO LEL/O2/H2S/CO RECHARGABLE	$ 611.55	$ 3,057.75
3	ELKHART NO. 03476001 STREAM SHAPER 282A 2.5"FNHT X 2.5MNHT ELK-O-LIT	$ 142.13	$ 426.39
3	ELKHART NO. 04000023 NOZZLE 4000-02 1"FNST 45GPM 100PSI	$ 430.66	$ 1,291.98
4	AKRON PIKE POLES, TOOLS NO. 10-97208 FIRE SWATTER W/ 60" FIBERGLASS HANDLE UL-FB-60F	$ 41.30	$ 165.20
6	ELKHART NO. 71297000 WRENCH T-464 SPANNER UNIVERSAL ELK-O-LITE	$ 20.74	$ 124.44
3	AKRON NO. 10A WRENCH UNIVERSAL SPANNER (MFG PN 10)	$ 28.40	$ 85.20
2	AKRON - PIKE POLES, TOOLS NO. FB-42C FIRE BROOM W/42" HANDLE 12/CS	$ 25.37	$ 50.74
14	SCOTT SAFETY NO. 805773-72 FACEPIECE AV3000 KEVLAR HEAD HARNESS MEDIUM EPDM RUBBER	$ 214.60	$ 3,004.40
4	SCOTT SAFETY NO. AP2140204200202 SCBA AP75 4.5 NFPA 2007 W/O CYL W/O CASE W/O MASK W/PASS	$4,577.10	$18,308.40
8	SCOTT SAFETY NO. 804722-01 CYLINDER CARBON WITH VALVE 4500 PSIG 45 MINUTE	$ 963.60	$ 7,708.80
20	HONEYWELL FIRST RESPONDER NO. WCC2000-SPL JUMPSUIT WILDLAND 9.0 OZ INDURA PER CUSTOMER SPEC	$ 212.15	$ 4,243.00
1	SHIPPING & HANDLING/OUTBOUND FREIGHT	$ 75.00	$ 75.00

TOTAL:	$41,561.22

Recommendation: Recommend to move forward with this purchase for the City of Alton 2011 Fire Station Equipment activity. This purchase will satisfy the city's need for helmets, monitor for hoses/nozzle, aeration tube (adaption for nozzle), hydrant wrenches, gas detectors, stream shaper for a longer water stream, nozzles, fire swatters needed for grass fires, spanner wrenches to disconnect hoses from fire trucks, pike poles for roof penetration, head harnesses, air packs, cylinders, and jumpsuits.

Requested by: _____ Date _____ **UCP Approval:** _____ Date 3/6/12

DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

DATE: 03/06/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT
PAGE: 1 of 4
SLSM: 500

Bill to: 066280
ALTON FIRE DEPARTMENT
ATTN:CHIEF ELIAS SALDIVAR
205 WEST MAIN STREET.
ALTON, TX 78753

Ship to:
ALTON FIRE DEPARTMENT
ATT. CHIEF ELIAS SALDIVAR
207 WEST MAIN STREET
ALTON, TX 78753

Attention: CHIEF ELIAS SALDIVAR

ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
1	14	BULLARD NO. A-1-BL HELMET, ADVENT, COLOR BLUE, WITH 2 POINT CHIN STRAP **FOR ABOVE HELMET, LIST PRICE IS $120.65; BUYBOARD PRICE IS $73.60.**				73.60	EA	$1,030.40
2	1	ELKHART NO. 03733101-06-3FLNG MONITOR 299-11 3"FLNG INLET 2.5"MNHT(NST) OUT TILLER BRASS **FOR ABOVE MONITOR, LIST PRICE IS $1906.00; BUYBOARD PRICE IS $1162.66.**	US	EAR99NLR	8424.90.9500	1,162.66	EA	$1,162.66
3	1	ELKHART NO. 03981001 FOAM AERATION TUBE 247 HANDLINE ELK-O-LITE				198.86	EA	$198.86

MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
41,561.22	0.00	41,561.22

Terms: NET 30 DAYS CASH
Shipping Terms: FOB-DESTINATION
Prices Firm: 02/29/12
Ship Via: BEST WAY
Freight Terms: PREPAID
Shipment:

DOOLEY TACKABERRY

By _____
SUSIE QUATTLEBAUM

PLEASE NOTE: WE RESERVE THE RIGHT TO DENY PAYMENT BY CREDIT CARD

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

ALTON FIRE DEPARTMENT

DATE: 03/06/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
		FOR ABOVE FOAM TUBE, LIST PRICE IS $326.00; BUYBOARD PRICE IS $198.86.						
4	10	ELKHART NO. 01507001 WRENCH S-454 HYDRANT ADJ. W/PIN & RLUG BRONZE **FOR ABOVE HYDRANT WRENCH, LIST PRICE IS $103.00; BUYBOARD PRICE IS $62.83.**				62.80	EA	$628.00
5	5	BW TECHNOLOGIES NO. QT-XWHM-R-Y-NA DETECTOR GAS ALERT QUATTRO LEL/O2/H2S/CO RECHARGABLE **FOR ABOVE DETECTOR, LIST PRICE IS $755.00; BUYBOARD PRICE IS $611.55.**	US	EAR99	9027.10.0000	611.55	EA	$3,057.75
6	3	ELKHART NO. 03476001 STREAM SHAPER 282A 2.5"FNHT X 2.5MNHT ELK-O-LIT **FOR ABOVE NOZZLE, LIST PRICE IS $233.00; BUYBOARD PRICE IS $142.13.**				142.13	EA	$426.39
7	3	ELKHART NO. 04000023 NOZZLE 4000-02 1"FNST 45GPM 100PSI **** 45 GPM **** **FOR ABOVE NOZZLE, LIST PRICE IS $706.00; BUYBOARD PRICE IS $430.66.**				430.66	EA	$1,291.98
8	4	AKRON - PIKE POLES, TOOLS.... NO. 10-97208 FIRE SWATTER, WITH 60" FIBERGLASS HANDLE (UL-FB-60F) **FOR ABOVE FIRE SWATTER, LIST**				41.30	EA	$165.20

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

ALTON FIRE DEPARTMENT

DATE: 03/06/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
		PRICE IS $70.00; BUYBOARD PRICE IS $41.30.						
9	6	ELKHART NO. 71297000 WRENCH T-464 SPANNER UNIVERSAL ELK-O-LITE **FOR ABOVE SPANNER WRENCH, LIST PRICE IS $34.00;** **BUYBOARD PRICE IS $20.74.**	US	EAR99NLR	8204.11.0060	20.74	EA	$124.44
10	3	AKRON NO. 10A WRENCH UNIVERSAL SPANNER (MFG PN 10) **FOR ABOVE SPANNER WRENCH,** **LIST PRICE IS $36.00; BUYBOARD PRICE IS $29.52.**	US	EAR99	8204.11.0060	28.40	EA	$85.20
11	2	AKRON - PIKE POLES, TOOLS.... NO. FB-42C FIRE BROOM W/42" HANDLE 12/CS **FOR ABOVE FIRE BROOM, LIST** **PRICE IS $43.00; BUYBOARD PRICE IS $25.37.**				25.37	EA	$50.74
12	14	SCOTT NO. 805773-72 FACEPIECE AV3000 KEVLAR HEAD HARNESS MEDIUM EPDM RUBBER **FOR ABOVE FACEPIECE, LIST PRICE IS $294.00; BUYBOARD PRICE IS $214.62.**	US	EAR99NLR	9020.00.8000	214.60	EA	$3,004.40
13	4	SCOTT NO. AP2140204200202 SCBA AP75 4.5 NFPA 2007 W/O CYL W/O CASE W/O MASKW/PASS **AIR-PAK 75 SCBA STANDARD HARNESS** **4500 PRESSURE STANDARD BELT TYPE** **EZ-FLO+ REGULATOR W/ QC EBSS: DUAL** **AIRLINE OPTION: NONE CONSOLE: PASS ALERT** **CASE: NONE** **FOR ABOVE AIR-PAK, LIST PRICE** **IS $6270; BUYBOARD PRICE IS $4577.10**	US	1A004	9020.00.6000	4,577.10	EA	$18,308.40

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 03/06/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT

ALTON FIRE DEPARTMENT

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
14	8	SCOTT NO. 804722-01 CYLINDER CARBON WITH VALVE 4500 PSIG 45 MINUTE **FOR ABOVE CYLINDER, LIST PRICE IS $1320.00; BUYBOARD PRICE IS 963.60.**				963.60	EA	$7,708.80
15	20	HONEYWELL FIRST RESPONDER NO. WCC2000-SPL JUMPSUIT WILDLAND 9.0 OZ INDURA PER CUSTOMER SPEC **WILDLAND COVERALLS WILL INCLUDE: 3" COLLAR, SLANT TOP SEMI-BELLOWS POCKETS -ICR, HIP POCKET, MIC TAB, RADIO POCKET, 2" LIME TWO-TONE TRIM** **COLOR: ROYAL BLUE** **FOR ABOVE AMERICAN FIREWEAR F/HONEWELL COVERALLS, LIST PRICE IS $385.75; BUYBOARD PRICE IS $212.16.**				212.15	EA	$4,243.00
		OUTBOUND FREIGHT*						75.00
16	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER **BUYBOARD CONTRACT # 363-10**				0.00	EA	$0.00

Price Listing Verification
City/Project: Alton Fire Station Equipment
Cooperative: BuyBoard
Vendor: Dooley Tackaberry, Inc.

Item	Discount	List Price	BuyBoard Price	Meets or Surpasses Discount
BULLARD NO. A-1-BL HELMET, ADVENT, COLOR BLUE, WITH 2 POINT CHIN STRAP	Dooley Tackaberry, Inc. 39% Discount Off Bullard Pricelist for all Protective Clothing & Rescue Gear including Helmets & Gear Bags. **Vendor Reference #DTI2011BuyBoard.** (Fire & Rescue Helmets only. **Vendor Reference #DTI2011BuyBoard.**)	$120.65	73.60	✓
ELKHART NO. 03733101-06-3FLNG MONITOR 299-11 3"FLNG INLET 2.5"MNHT(NST) OUT TILLER BRASS	Dooley Tackaberry, Inc. 39% Discount Off Elkhart Pricelist for all Fire Hose & Nozzles. **Vendor Reference #DTI2011BuyBoard.**	1906.00	1162.66	✓
ELKHART NO. 03981001 FOAM AERATION TUBE 247 HANDLINE ELK-O-LITE	Dooley Tackaberry, Inc. 39% Discount Off Elkhart Pricelist for all Fire Hose & Nozzles. **Vendor Reference #DTI2011BuyBoard.**	326.00	198.86	✓
ELKHART NO. 01507001 WRENCH S-454 HYDRANT ADJ. W/PIN & RLUG BRONZE	Dooley Tackaberry, Inc. 39% Discount Off Elkhart Pricelist for all Fire Hose & Nozzles. **Vendor Reference #DTI2011BuyBoard.**	103.00	62.83	✓
ELKHART NO. 03476001 STREAM SHAPER 282A 2.5"FNHT X 2.5MNHT ELK-O-LIT	Dooley Tackaberry, Inc. 39% Discount Off Elkhart Pricelist for all Fire Hose & Nozzles. **Vendor Reference #DTI2011BuyBoard.**	233.00	142.13	✓
ELKHART NO. 04000023 NOZZLE 4000-02 1"FNST 45GPM 100PSI	Dooley Tackaberry, Inc. 39% Discount Off Elkhart Pricelist for all Fire Hose & Nozzles. **Vendor Reference #DTI2011BuyBoard.**	706.00	430.66	✓
ELKHART NO. 71297000 WRENCH T-464 SPANNER UNIVERSAL ELK-O-LITE	Dooley Tackaberry, Inc. 39% Discount Off Elkhart Pricelist for all Fire Hose & Nozzles. **Vendor Reference #DTI2011BuyBoard.**	34.00	20.74	✓
BW TECHNOLOGIES NO. QT-XWHM-R-Y-NA DETECTOR GAS ALERT QUATTRO LEL/O2/H2S/CO RECHARGABLE	Dooley Tackaberry, Inc. 7% to 19% Discount Off BW Pricelist for all Gas Detection Devices. **Vendor Reference #DTI2011BuyBoard.**	755.00	611.55	✓ $702.15 minimum
AKRON PIKE POLES, TOOLS NO. 10-97208 FIRE SWATTER W/ 60" FIBERGLASS HANDLE UL-FB-60F	Dooley Tackaberry, Inc. 21% to 41% Discount Off Akron Pricelist for all Fire Hose & Nozzles. **Vendor Reference #DTI2011BuyBoard.**	70.00	41.30	✓ $55.30 minimum

AKRON NO. 10A WRENCH UNIVERSAL SPANNER (MFG PN 10)	Dooley Tackaberry, Inc. 21% to 41% Discount Off Akron Pricelist for all Fire Hose & Nozzles. **Vendor Reference #DTI2011BuyBoard.**	36.00	28.40	✓ $28.44 minimum
AKRON - PIKE POLES, TOOLS NO. FB-42C FIRE BROOM W/42" HANDLE 12/CS	Dooley Tackaberry, Inc. 21% to 41% Discount Off Akron Pricelist for all Fire Hose & Nozzles. **Vendor Reference #DTI2011BuyBoard.**	43.00	25.37	✓ $33.97 minimum
SCOTT SAFETY NO. 805773-72 FACEPIECE AV3000 KEVLAR HEAD HARNESS MEDIUM EPDM RUBBER	Dooley Tackaberry, Inc. 22% Discount Off Scott Pricelist for all Communication Devices & Systems. **Vendor Reference #DTI2011BuyBoard.**	294.00	214.62	✓ $229.32 minimum
SCOTT SAFETY NO. AP2140204200202 SCBA AP75 4.5 NFPA 2007 W/O CYL W/O CASE W/O MASK W/PASS	Dooley Tackaberry, Inc. 22% Discount Off Scott Pricelist for all Communication Devices & Systems. **Vendor Reference #DTI2011BuyBoard.**	6270.00	4577.10	✓ $4,890.60 minimum
SCOTT SAFETY NO. 804722-01 CYLINDER CARBON WITH VALVE 4500 PSIG 45 MINUTE	Dooley Tackaberry, Inc. 22% Discount Off Scott Pricelist for all Communication Devices & Systems. **Vendor Reference #DTI2011BuyBoard.**	1320.00	963.60	✓ $1,029.60 minimum
HONEYWELL FIRST RESPONDER NO. WCC2000-SPL JUMPSUIT WILDLAND 9.0 OZ INDURA PER CUSTOMER SPEC	Dooley Tackaberry, Inc. 40% Discount Off Honeywell First Responder Pricelist for all Fire Fighters Protective Boots. **Vendor Reference #DTI2011BuyBoard.**	385.75	212.16	✓ $231.45 minimum

This document is intended to serve as a guide to verify that the vendor listed is providing the accurate percentage of discount for this purchase.

Name: Candace Armenta

Date Verified: 3-6-12

AI-31359 **17. D.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Pete de la Cruz

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Alamo is requesting authority to purchase Street Improvements - Solar Lights fixtures and aluminum poles through Hidalgo County's membership and participation with Buy Board approved vendor Facility Solutions Group (Contract #368-10) in the amount of $239,857.34 (quote attached hereto). UCP Precinct No. 1 Year 22 (2009), UCP Year 22 (2009), UCP Year 23 (2012) Alamo Street Improvements funds will be utilized and the City of Alamo General Funds.

BACKGROUND

The street improvements solar light fixtures and aluminum poles to be purchase will be utilized and installed at the City of Alamo Durante Avenue & Main Street. Facility Solutions Group is an approved vendor through the Buy Board, Contract #368-10.

Vendor: Facility Solutions Group
Purchase Amount: $239,857.34

Funds Available: $106,266.00 UCP Precinct No. 1 FY 22 (2009) Street Improvements
$ 72,149.65 UCP Alamo FY 22 (2009) Street Improvements
$ 58,581.82 UCP Alamo FY 22 (2010) Street Improvements
$ 2,859.87 Alamo General Fund Check

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Precinct #1 Year 22 (2009), City of Alamo Year 22 (2009), and City of Alamo Year 23 (2010) funds will be utilized for the purchase of solar lights fixtures and aluminum poles.

Attachments

City of Alamo/Street improvements-Solar Lights

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/06/2012 03:52 PM
Perla Lopez	Perla Lopez	03/08/2012 09:20 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mary Flores Started On: 03/06/2012 03:40 PM

Final Approval Date: 03/09/2012

FACILITYSOLUTIONSgroup

January 11, 2012

City of Alamo Texas

Reference: Durant Avenue-Solar Lighting Installation

We propose to install (23) SPM-300-3Q-CH-DOME-10' ARM-DTD..SOL light fixtures on a 25' aluminum pole. These would b e installed in locations on Durant Ave. specified on the drawings. As requested, these also will be installed on a 36"x24" concrete base. All locations will need to be called to one-call for location of all utilities in order to dig and pour bases in locations specified.

This item is listed on the Texas Buyboard Contract # 368-10 - Energy Saving Lighting Products. Facility Solutions Group is also an approved installer for the Buyboard.

(23) SPM-300-3Q-CH-DOME-10' ARM on a 25' aluminum pole
@$8,118.58 each = $ 186,727.34

(23) Labor unit hours per system to install all concrete base installation and locating-42 labor hours per pole x (23) poles/fixtures/bases x 966 total labor hours x@$55.00 per hour = $ 53,130.00

Total Turnkey installed price $ 239,857.34

Thank you for the opportunity and we look forward to having the opportunity to work for the City of Alamo.

Sincerely,

Antonio Olivares
Facility Solutions Group

HIDALGO COUNTY URBAN COUNTY PROGRAM

CITY OF ALAMO
Solar Lights

Budget Balances
Feb. 17, 2012

2009 - City of Alamo		$ 72,149.65
2010 - City of Alamo		$ 58,581.82
2009 - Pct. # 1		$106,266.00
Total Balance for Solar Light Project	Total:	$236,997.47

Funds will be used for Durante Street & Main Street

Jaime,

This is an explanation of how we arrived to the $236,997.47 fund balance for the Solar Light Project as per Lupita.

2007 - City of Alamo -		$ 2,120.00
2009 - City of Alamo -		$ 98,929.65
	Total:	$100,412.65
Less Engineering contract with S & B for		$ 28,900.00
2009 - City of Alamo	Total:	$ 72,149.65
2009 - Pct. # 1		$106,266.00
2010 - Transfer from Surplus (for Durante Ave. /Main St.) From Citrus St & other streets.		$ 58,581.82
Total Balance for Solar Light Project	Total:	$236,997.47

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

March 6, 2012

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

Re: PFI- Street Improvements- Solar light project

Dear Pete:

The City of Alamo Board of Commissioners at their Regular Meeting of February 21, 2012 voted to approve a proposal from Facility Solutions Group regarding the purchase of twenty-three (23) solar light fixtures/aluminum poles. Also, the City will commit $2,859.87 from the general fund to cover the additional funds needed.

Facility Solutions Group is listed on the Texas Buyboard with Contract #368-10. We respectfully request that you proceed with the necessary steps to complete said purchase.

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

Sincerely,

Jaime S. Sandoval
Community Planning & Development Director

CC: Luciano Ozuna, Jr., City Manager
Melissa Rodriguez, Purchasing Director
Enrique Guzman, Finance Director
File

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

Pete de la Cruz

From: Connie Burkett [Connie.Burkett@tasb.org]
Sent: Monday, March 05, 2012 4:23 PM
To: 'Pete de la Cruz'
Subject: RE: Buy Board Products - City of Donna - Solar Light - Buy Board Contract #368-10

Pete:

The items quoted are in accordance with the vendor's BuyBoard contract for contract 368-10.

Respectfully,

Connie W. Burkett, CTPM
Contract Administrator
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Pete de la Cruz [mailto:pete.delacruz@ucp.co.hidalgo.tx.us]
Sent: Monday, March 05, 2012 4:18 PM
To: Connie Burkett
Subject: Buy Board Products - City of Donna - Solar Light - Buy Board Contract #368-10

Good Morning Ms. Burkett,

Can you please assist me with informing me if the prices that the vendor (Facility Solutions Group) has provided to Urban County Program are Buy Board prices?

I attached the quote from Facility Solutions Group (Buy Board contract #368-10 – Energy Saving Lighting Products). I have already verified the list prices on 3/5/12 at http:www.facilitysolutionsgroup.com. We are Buy Board members thru Hidalgo County. I did notice that they were charging us $55 (discounting more than 10%), so I called the vendor (talked to Mr. Antonio Olivares) & he said that that was their price as per the quote.

I greatly appreciate your assistance in this matter.

Respectfully,

Pete De La Cruz
Program Coordinator II
Urban County Program
956-787-8127 office
956-787-5291 fax

Texas Buy Board Catalog 2011-2012

Product	Buy Board Model Number	Description	List Price	Discount	Texas Buy Board Price
Solar Pathway Lighting **GreenWay with Direct Embedded Pole**					
	PW-GA-T1-E-H-K-20-(Color)	20W LED ascot pathway light, type 1 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box, and a 20 ft direct burial straight aluminum pole	$5,034	10%	$4,531
	PW-GA-T5-E-H-K-20-(Color)	20W LED ascot pathway light, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box, and a 20 ft direct burial straight aluminum pole	$4,994	10%	$4,495
	PW-SBS-T5-E-H-K-20-(Color)	20W LED shoebox pathway light, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box, and a 20 ft direct burial straight aluminum pole	$5,112	10%	$4,601
Color Options:	**Bronze -B, Black-K, Green-G, or White-W**				
Solar Pathway, Area, and Parking Lot Lights **TP Series Cobra Head with 6 ft Arm (Pole Ordered Seperately)**					
	COB-T5-A30-H-D2-H-K-06-(Color)	30w LED Cobra Head Fixture, type 5 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$5,889	10%	$5,300
	COB-T5-A30-E-D2-H-K-06-(Color)	30w LED Cobra Head Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$5,728	10%	$5,155
	COB-T5-A45-H-D2-H-K-06-(Color)	45w LED Cobra Head Fixture, type 5 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$7,328	10%	$6,595
	COB-T5-A45-E-D2-H-K-06-(Color)	45w LED Cobra Head Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$6,728	10%	$6,055
Color Options:	**Bronze -B, Black-K, Green-G, Gray-Y, or White-W**				
Solar Pathway, Area, and Parking Lot Lights **TP Seies Shoe Box with 2ft Arm (Pole Ordered Seperately)**					
	SBS-T5-A30-H-D2-H-K-S4-(Color)	30w LED Small Shoebox Fixture, type 5 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$5,994	10%	$5,395
	SBS-T5-A30-E-D2-H-K-S4-(Color)	30w LED Small Shoebox Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$5,833	10%	$5,250
	SBL-T5-A45-H-D4-H-K-S4-(Color)	45w LED Large Shoebox Fixture, type 5 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$7,578	10%	$6,820
	SBL-T5-A45-E-D4-H-K-S4-(Color)	45w LED Large Shoebox Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$6,983	10%	$6,285
	SBL-T2-A45-H-D4-H-K-S4-(Color)	45w LED Large Shoebox Fixture, type 2 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$7,578	10%	$6,820
	SBL-T2-A45-E-D4-H-K-S4-(Color)	45w LED Large Shoebox Fixture, type 2 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$6,983	10%	$6,285
	SBL-T5-A60-H-D4-H-K-S4-(Color)	60w LED Large Shoebox Fixture, type 5 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$8,567	10%	$7,710
	SBL-T5-A60-E-D4-H-K-S4-(Color)	60w LED Large Shoebox Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$7,761	10%	$6,985
	SBL-T2-A60-H-D4-H-K-S4-(Color)	60w LED Large Shoebox Fixture, type 2 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$8,567	10%	$7,710
	SBL-T2-A60-H-D4-H-K-S4-(Color)	60w LED Large Shoebox Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$7,761	10%	$6,985
xx - Distribution Types:	**T2 = Type II, T3 = Type III, T5 = Type V**				
Color Options:	**Bronze -B, Black-K, Green-G, Gray-Y, or White-W**				

as of 3/4/12

Texas Buy Board Catalog 2011-2012

Product	Buy Board Model Number	Description	List Price	Discount	Texas Buy Board Price
20/20 SERIES with 20ft Channeled Aluminum Pole w/ Anchor Bolts					
	TX2-xx-A40-D2D-K20-(Color)	40w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5), operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$9,711	10%	$8,740
	TX2-xx-A40-6250-K20-(Color)	40w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk, dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$9,178	10%	$8,260
	TX2-xx-A50-D2D-K20-(Color)	50w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5), operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$9,900	10%	$8,910
	TX2-xx-A50-6250-K20-(Color)	50w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk, dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$9,900	10%	$8,910
	TX2-xx-A60-D2D-K20-(Color)	60w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5), operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$10,733	0%	$10,733
	TX2-xx-A60-6250-K20-(Color)	60w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk, dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$9,900	10%	$8,910
	TX2-xx-A70-D2D-K20-(Color)	70w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5), operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$11,144	10%	$10,030
	TX2-xx-A70-6250-K20-(Color)	70w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk, dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$10,733	10%	$9,660
	TPZ-1CD2A60-Q4H-3V-15/	1CD2A60-Q4H-3V-15-ADBZ5-6x3.5 SOL Inc PM Series 60w led Cobrahead Solar Powered	$7,795	10%	$7,016
	SPM-300-3Q-CH-DOME-10'ARM-DTD w/37'directburial-ANSI5.1-WOODPOLE	SPM-300-3Q-CH-DOME-10'ARM-DTD w/37'directburial-ANSI5.1-WOODPOLE	$7,422	11%	$6,605.58
	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25'boltdown-STEEL	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25'boltdown-STEEL	$8,922	11%	$7,940.58
	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25"boltdown-ALUMINUM	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25"boltdown-ALUMINUM	$9,122	11%	$8,118.58

xx - Distribution Types: T2 = Type II, T3 = Type III, T5 = Type V

Color Options: Bronze -B, Black-K, Green-G, Grey-Y, or White-W

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Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

Show 25 results

Narrow Results:

All
Vendor Discounts Only
Catalog Pricing Only

Vendors
Facility Solutions Group[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Vendor Discounts

Resources

Vendor	Description	Pricing Sheet	Price	Qty
Facility Solutions Group	30% Discount Off Leviton Manufacturing Pricelist for all Level I Charging Stations.	Pricing Sheet	$0.00	
Facility Solutions Group	0% Discount Off FSG Electric Pricelist for All Repair Labor	N/A	$0.00	
Facility Solutions Group	30% Discount Off Leviton Manufacturing Pricelist for all Level II Combination Charging Stations.	Pricing Sheet	$0.00	
Facility Solutions Group	0% Discount Off FSG Electric Pricelist for All Installation Labor	N/A	$0.00	
Facility Solutions Group	30% Discount Off Leviton Manufacturing Pricelist for All Other Electric Vehicle Charging Stations Related Products.	Pricing Sheet	$0.00	
Facility Solutions Group	Square Foot Price for Energy Audits Performed by FSG Electric	N/A	$0.02	
Facility Solutions Group	Installation of FSG Electric Wall Box Motion Sensor	N/A	$25.00	
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 1 lamp T8 32W	N/A	$31.07	
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 1 lamp T8 25W	N/A	$31.80	
Facility Solutions Group	Hourly rate for Apprentice	N/A	$32.00	
Facility Solutions Group	Electrical Labor, Unskilled hourly labor rate.	N/A	$32.00	
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 2 lamp T8 32W	N/A	$33.45	
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 1 lamp T8 28W	N/A	$33.60	
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 2 lamp T8 25W	N/A	$34.55	
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 2 lamp T8 28W	N/A	$35.15	
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 3 lamp T8 32W	N/A	$39.07	
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 3 lamp T8 25W	N/A	$40.73	
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 3 lamp T8 28W	N/A	$41.62	
Facility Solutions Group	Installation of FSG Electric Exit Lights, price valid for direct replacement only	N/A	$52.00	

Vendor	Description	Pricing Sheet	Price	Qty
Facility Solutions Group	Hourly rate for Journeyman	N/A	$62.00	
Facility Solutions Group	Electrical Labor, Skilled hourly labor rate.	N/A	$62.00	
Facility Solutions Group	Installation of FSG Electric Exterior Lighting	N/A	$65.00	

Extended Product Information

Reference Number: 368-10
Brand: Various
Part Number: Installation
Unit Measure: EA
Vendor Website: www.fsgconnect.com
Full Description: Installation of FSG Electric Exterior Lighting

Facility Solutions Group	Hourly rate for Crane	N/A	$65.00	
Facility Solutions Group	Hourly rate for Bucket Truck	N/A	$65.00	
Facility Solutions Group	All Other Electrical Labor hourly rate.	N/A	$90.00	

Showing 76 to 100 of 105 entries

First Previous 1 2 3 4 5 Next Last

Contact us 800-695-2919

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Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	04/30/2012
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120209-PBI	12/18/2013

***Denotes: New Vendor added for approval**

☐Contract Renewed

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Documents | Print

Vendor Name:	Facility Solutions Group
Address:	610 West Powell Lane Austin, TX 78753
Phone Number:	(512) 835-4971
Email:	mikeh@fsgi.com
Website:	www.fsgconnect.com
Federal ID:	74-2942838
Contact:	Mike Heins
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Energy Saving Lighting Products
Contract#:	368-10
Effective Date:	04/01/2011
Expiration Date:	03/31/2014
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arizona, Colorado, Illinois, Indiana, Kansas, Missouri, New Jersey, New Mexico, Oklahoma, T
Quote Reference Number:	368-10
Return Policy:	30 days provided that electronic items have not been installed.
Additional Dealers:	San Antonio TX, Shawnee KS, Placentia CA, Perth Amboy NJ, Denver CO, Albuquerque NM, Phoenix AZ, Houston TX, Dallas TX, Corpus Christi TX, Fort Worth TX, Bensenville IL, Indianapolis IN,
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must as their individual projects to determine the need for bonding and insurance, including wit limitation such workers' compensation insurance as may be required by state or local l or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the project subject to prevailing wage rate requirements under the federal Davis Bacon Act or state local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Governm Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides th governmental entity may not use an interlocal contract with a purchasing cooperative t purchase engineering or architectural services (Texas Government Code, Section 791.0 (h)). BuyBoard® contracts do not, and are not intended to, include professional service that must be procured in accordance with the Act. Cooperative members are reminded they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.**

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Vendor	Description	Pricing Sheet	Price	Qty	Ad
Facility Solutions Group	0% Discount off FSG Electric Pricelist for Outdoor Lighting Maintenance	N/A	$0.00		Sr
Facility Solutions Group	20% Discount off Vista Professional Outdoor Lighting Pricelist for Decorative Specialty Landscape Products	N/A	$0.00		Sr
Facility Solutions Group	10% Discount Off SOL Outdoor Lighting BuyBoard pricelist for Solar Lighting Products.	Pricing Sheet	$0.00		Sr

Showing 1 to 3 of 3 entries (filtered from 80 total entries)

First Previous 1 Next Last

Contact us 800-695-2919

AI-31293 **17. E.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the City of Penitas, is requesting approval of a best and final negotiated contract with Javier Hinojosa Engineering in the amount of $21,917.70 utilizing Year 24 (2011) funds for engineering and surveying services for flood drainage improvements on Ignite Street in Penitas, Texas.

BACKGROUND

Javier Hinojosa Engineering has submitted a best and final offer for the required professional engineering services for the flood drainage improvements on Ignite Street in Penitas, Texas. Javier Hinojosa Engineering was the highest ranked firm by Commissioners' Court on December 20th 2011. Contract approval in the amount of $21,917.70 is being requested for engineering and surveying. See attached scope of services.

Engineering Firm:	Javier Hinojosa Engineering
Contract Amount:	$21,917.70
Funds Available:	$184,889.00 - FY 24 (2011) Penitas Flood Drainage Improvement Funds

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 24 (2011) Penitas Flood Drainage Improvement Funds will be utilized for engineering services on Ignite Street.

Attachments

City of Penitas Approval on contract with Javier Hinojosa Engineering

Contract

Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 08:10 AM
Perla Lopez	Perla Lopez	03/08/2012 09:11 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mary Flores Started On: 02/29/2012 05:11 PM

Final Approval Date: 03/09/2012

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Tomas Cedillo
Alderwoman Patricia A. Cardenas
Alderman Joss Gonzalez
Alderman Antonio Flores Jr.
Alderman Jesus A. Avendaño
City Administrator Noe Cavazos
City Secretary Ana Cantu

February 29, 2012

Candace Armenta
Urban County Program-Program Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: City of Peñitas – Ignite Street Drainage Improvement

Dear Candace,

The City of Peñitas accepts the best and final offer submitted by Javier Hinojosa Engineering/Consulting Engineers for the Ignite Street Drainage Improvement, a project on an amount of $21, 917.70.

The 2011 Flood Drainage Improvement Fund of $184,889 will be used with the 2012 Flood Drainage Improvement Fund of $50,000 that will be allocated.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

Noe H. Cavazos
City Administrator
City of Peñitas

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

February 28, 2012

Mr. Noe Cavazos, City Manager
City of Peñitas
P.O. Box 204
Penitas, Texas 78576

Re: City of Peñitas – Ignite Street Drainage Improvements

Dear Mr. Cavazos,

Attached please find the Scope of Services for the Urban County Program Flood Drainage Improvements for Iginite Street. Our best and final offer for Engineering Service for this project is $21,917.70. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Candace J. Armenta, Program Coordinator I , Urban County Program,

EXHIBIT A
SCOPE OF SERVICES
CITY OF PEÑITAS
URBAN COUNTY PROGRAM
FLOOD DRAINAGE IMPROVEMENTS – IGNITE STREET
PREPARED BY: JAVIER HINOJOSA ENGINEERING

The City of Peñitas proposes to construct drainage improvements for Ignite Street from Tom Gill Road west to North 11th Street. The improvements will consist of the installation 18" and 24" drainage lines along with Type "A" Inlets. All existing paving disturbed during construction will be reconstructed.

Contract Amount: $21,917.70

Project Tasks

TASK I – PROJECT ORIENTATION AND STARTUP

We propose that an initial project orientation meeting be scheduled so that both the City and our firm may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

TASK II – SURVEY

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis of design alternatives.

TASK III – DESIGN

This task will assure that the paving improvements designed and incorporated in the plans are adequate for the area.

TASK IV – PRELIMINARY PLANS AND ESTIMATES

The preliminary set of plans which will result from Task III along with cost estimates will be reviewed with City staff for input and guidance.

TASK V – FINAL PLANS AND SPECIFICATIONS

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for constructing the project.

TASK VI – CONSTRUCTION

During this stage we will observe ongoing work and provide construction staking for the Contractor. Upon completion, a final inspection will be scheduled with the City and the Contractor. The outcome of this final inspection will be a certificate of completion or a punch list of items for the Contractor to complete.

Preliminary Construction Cost Estimate
City of Peñitas / Urban County Program Drainage Improvements
Ignite Street (Tom Gill Road to North 11th Street)
Prepared By: Javier Hinojosa Engineering
February 28, 2012

A.	**Ignite Street (Tom Gill Road to North 11th Street)**						
1.	18" RC Pipe	130	LF	@	$30.00	=	$3,900.00
2.	24" RC Pipe	1,800	LF	@	$40.00	=	$72,000.00
3.	5' Dia. Manhole	4	EA	@	$4,000.00	=	$16,000.00
4.	Standard Curb Inlet	4	EA	@	$4,000.00	=	$16,000.00
5.	Trench Protection	1,930	LF	@	$3.00	=	$5,790.00
6.	Patch Pavement	1,930	LF	@	$35.00	=	$67,550.00
7.	Tie To Exist. Curb Inlet	1	EA	@	$1,000.00	=	$1,000.00
8.	Tie To Exist. Drain Line w/Manhole	1	EA	@	$6,000.00	=	$6,000.00
9.	Waterline Adjustments	3	EA	@	$2,500.00	=	$7,500.00
10.	Traffic Control	Lump Sum		@	$3,000.00	=	$3,000.00
11.	Water Service Adjustments	5	EA	@	$500.00	=	$2,500.00
12.	Repail Landscaping	Lump Sum		@	$3,000.00	=	$3,000.00
13.	Erosion Control	Lump Sum		@	$3,000.00	=	$3,000.00
14.	Regrade Bar Ditch	500	LF	@	$3.00	=	$1,500.00

Subtotal	:	**$208,740.00**
Engineering Design Fee	:	**$21,917.70**
Laboratory Testing	:	**$4,000.00**
Total	:	**$234,657.70**

ENGINEER'S CONTRACT RATES

HOURLY RATES:

Project Principal	$ 80.00/Hr.
Project Engineer	$ 75.00/Hr.
R.P.L.S.	$ 70.00/Hr.
G.P.S. Survey Crew	$ 95.00/Hr.
3 Man Survey Crew	$ 80.00/Hr.
2 Man Survey Crew	$ 70.00/Hr.
Party Chief	$ 40.00/Hr.
CADD/Designer	$ 48.00/Hr.
Clerical	$ 25.00/Hr.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5011-60-0309-5000-6000

Engineers Professional Services Agreement

This Agreement, entered into this **13th day of March, 2012** by and between Hidalgo County, a political subdivision of the State of Texas, joined by Hidalgo County Urban County Program on behalf of **the City of Penitas** (hereinafter called the "Party") and **Javier Hinojosa Engineering, Inc.** duly authorized Engineer, herein acting by **Javier Hinojosa, P.E.,** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Flood Drainage Improvements** - Account(s) **5011-60-0309-5000-6000** *(See Exhibit A).*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **Hidalgo County Urban County Program** with a total of (4) set of plans and four (4) sets of specifications and contract documents for signatures and distribution to entities.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4 of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI

PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total of **twenty-one thousand, nine-hundred seventeen dollars and seventy cents ($21,917.70)**. Payment shall be based on request for reimbursement with documentation requested by the party. The Engineer's fee shall be due and payable as outlined in Sections 6.2. 6.3 & 6.4 as follows:

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the construction Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by ninety (90) days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit the Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000.00; paragraphs a-g for contracts over $10,000.00) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000.00 for bodily injury and $100,000.00 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **13th day of March, 2012.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

_____
Javier Hinojosa, P.E.

Firm Name: **Javier Hinojosa Engineering, Inc.**

Address: **416 E Dove**

City/ST/ZIP: **McAllen, Texas 78504**

FED ID#/ISS#: **74-2865301**

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____, 2012.
By _____ of and on behalf of _____.
(name/title) (a corporation)(a partnership)(a sole proprietorship)

_____ _____
My commission Expires Notary Public State of Texas

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

Policy Number:

Date Entered: 11/30/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com
INSURED JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: MID-CENTURY INSURANCE COMPANY INSURER B: FARMERS INSURANCE EXCHANGE INSURER C: FARMERS INSURANCE EXCHANGE INSURER D: Certain Underwriters of Lloyds INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC	X		605021032	6/28/2011	6/28/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		069398805	3/29/2011	3/29/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N0707-71-94	12/1/2011	12/1/2012	WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability	X		PGIARK01542	12/4/2011	12/4/2012	PER CLAIM	$1,000,000

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

County of Hidalgo shall be named as additional insured on all commercial general liability policies

Scheduled autos : vehicle 1-2009 chevrolet Silverado PU Vin#3GCEK33249G191168
vehicle 2-2008 Chevrolet Silverado PU Vin#1GCHK23698F130618

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Dept
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

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AI-31249 **17. F.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of Program Amendment for the City of Sullivan Urban County Program Year 17 (2004). The amendment will reallocate funding to assist with the 2005 Street Improvements project which consists of reconstruction/new construction of Pinto Road, Maro Street, Faro Road and Valle to include but not limited to drainage, curb and gutter, caliche, asphalt and any other incidentals as needed.

BACKGROUND

The proposed amendment for the City of Sullivan will affect the existing work plans in Year 17 (2004). A Public Hearing was held on February 22, 2012 at 6:30 p.m., and citizen participation requirements have been met. See attached detailed amendment.

Year 17 (2004):
Reallocate funding to assist with the Year 18 (2005) Street Improvements project which consists of new construction of Pinto Road, Maro Street, Faro Road and Valle to include but not limited to drainage, curb and gutter, caliche, asphalt and any other incidentals as needed.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed program amendment will be utilizing Urban County Year 17 (2004) funds. No budget increase to proposed amendment.

Attachments

Program Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 03:04 PM
Perla Lopez	Perla Lopez	03/01/2012 10:35 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mary Flores Started On: 02/28/2012 11:24 AM

Final Approval Date: 03/09/2012

The Monitor **February 17, 2012**

PUBLIC HEARING NOTICE
CITY OF ~~PALMVIEW~~ SULLIVAN
URBAN COUNTY PROGRAM
PROGRAM AMENDMENT

In compliance with the Community Development Block Grant (CDBG) requirements, the **City of Sullivan** will conduct a public hearing to solicit input from interested parties on the City's proposed Budget and Program Amendment to its Urban County Program **Year 17 (2004)**.

The Public Hearing will be held on **Wednesday, February 22nd, 2012 at 6:30 pm** at Sullivan City Hall located on 500 Cenizo Sullivan City, Texas 78595.

The following is the proposed budget & program amendment for your consideration:

EXISTING WORK PLAN	Street Improvements Year 17 (2004)	Proposed Work Plan
$ 12,342.09	Street Improvements	$ 12,342.09
$ 12,342.09	**TOTAL**	**$ 12,342.09**

The proposed program amendment to the Street Improvements line item will **reallocate** funding to assist with the 2005 Street Improvements project which consists of new construction on Pinto Rd., Maro St., and Faro Rd. and any abutting or adjacent streets to include but not limited to drainage, curb & gutter, caliche, asphalt and any other incidentals as needed.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by the Hidalgo County Urban County Program office or call (956) 787-8127. Written comments may be forwarded to:

Mayor Rosendo "Cheno" Benavides
City of Sullivan City
500 Cenizo
Sullivan City, Texas 78595

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

City of Sullivan
February 22, 2012 – 6:30 pm
Public Hearing:
Budget & Program Amendment
2004 Sullivan Street Improvements

SIGN IN LOG

NAME	ADDRESS	PHONE NUMBER
Juliana Rodriguez	P.O. Box 710 Sullivan TX	956-212-0968
Adriana Gutierrez		
Ignacio Lara	P. O. Box 765 Sullivan TX	956-458-1512
Joel Flores	P.O. BOX 218 Sullivan city	485-7659
Lionel Garcia	P. O. Box 479 Sullivan City TX	458-7523
Jose Arroyo A.	POBox 949 Sullivan city TX	(956) 485-9268
Rene Aguilar Cortez	P O Box 910 Sullivan	(956) 240-6275
Reni Perez	P.O. Box 1227 Sullivan City	(956) 522-9062
Oscar Cortez	P.	(956) 844-6435
Daniel Garcia	5408 N 10th St McAllen	(956) 926-5000
Gabriel Sulinas	5408 N 10th St McAllen	926-5000

AI-31271 **17. G.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Pete De La Cruz

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Donna is requesting authority to award and enter into contract with O. M. T. Utilities for a construction contract for the Water and Sewer Improvements (Alley between South Main and 8th Street) within the City of Donna, the amount of $69,719.00 to include materials and installation of sewer improvements and related appurtenances in the City of Donna, in Hidalgo County. UCP Year 20 & 21 (2007 & 2008) City of Donna Water and Sewer Improvement Funds will be utilized.

BACKGROUND

Bids were open by the Hidalgo County Purchasing Department on February 22, 2012. The engineering firm of Cruz-Hogan Consultants, Inc. reviewed the bids and recommended that the bid be awarded to the lowest responsible bidder being O. M. T. Utilities in the amount of $69,719.00. See attached bid tabulation for your review, along with letter of recommendation by the engineering firm, and request by the City of Donna.

Contractor:	O.M.T. Utilities
Contract Amount:	$69,719.00
Funds Available:	$43,262.51 - UCP FY 20 (2007) City of Donna - Water & Sewer Improvements
	$54,297.32 - UCP FY 21 (2008) City of Donna - Water & Sewer Improvements
Total Funds:	$97,559.83

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 20 (2007) & Year 21 (2008) City of Donna Water And Sewer Improvement Funds will be utilized for the water/sewer improvements within the City of Donna.

Attachments

Water/Sewer Improvements

Contract

Insurance

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Merlen P. Munoz	02/29/2012 01:22 PM
Perla Lopez	Perla Lopez	03/02/2012 01:21 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mary Flores Started On: 02/29/2012 11:48 AM

Final Approval Date: 03/09/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: February 22, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:"City of Donna-2007/2008 Water & Sewer Improvements (Alley between South Main & 8th Street)"

BID NO: 2007-5008-15-0310-1500-UCP-PDLC | **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Addendum # 1	Alternate Price	Total Price	Bid Bond/ Cashier's Check Included
1.	R.M Walsdorf Inc.	Acknowledged	$50,343.44	$101,546.06	Bid Bond Included
2.	O.M.T. Utilities	Acknowledged	$67,500.00	$69,719.00	Bid Bond Included
3.	2GS, LLC	NOT Acknowledged	None Submitted	$110,782.00	Bid Bond Included
4.	Tapia Construction Company	Acknowledged	None Submitted	$120,782.00	Bid Bond Included
5.	Jimmy Closner & Sons Const. Co., Inc.	Acknowledged	$160,295.00	$172,895.00	Bid Bond Included
6.					
7.					
8.					
9.					

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

CRUZ-HOGAN *Consultants, Inc.*

Engineers • Planners • Consultants

McAllen • Harlingen

TBPE Firm Reg. No. F-004860

February 29, 2012

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

RE: **Letter of Recommendation**
Donna Water/Sewer Improvements Project
Urban County Program No.: 5007/08-15-0310-5000-1500-UCP-PDLC

Dear Ms. Serna,

Bids were received on February 22, 2012 for the above referenced project. We are happy to have received 5 bids. The low bidder was O.M.T. Utilities from Weslaco, Texas. Enclosed you will find a bid tabulation for your review.

Upon review of the submitted bids, I recommend awarding O.M.T. Utilities which submitted the low bid of $69,719.00 which includes using alternate bid units. The estimated cost of the project was approximately $90,000.00.

If you have any questions please feel free to contact me at (956) 682-5022.

Sincerely,

Ronnie Cruz, P.E.
CRUZ-HOGAN *Consultants, Inc.*

RC/cl

Enclosure

Cc: Pete De La Cruz, Colonia Manager
Tony Barco, Deputy Director

605 E. Violet, Suite 5 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089
www.cruzhogan.net

City of Donna Water/Sewer Improvements Project
(Alley between South Main and 8th Street)

Urban County Program No.: 5007/08-15-0310-5000-1500-UCP-PDLC

	COMPANY	BID AMOUNT	WITH ALTERNATE BIDS
1.	O.M.T. Utilities	No Bid	$69,719.00
2.	RM Walsdorf Inc.	$ 101,546.06	$86,396.94
3.	2GS, LLC.	$ 110,782.00	No Bid
4.	Tapia Construction	$ 120,782.00	$120,782.00
5.	Jimmy Closner and Sons Const. Co.	$ 172,895.00	$160,295.00

City of Donna
The Heart of the Valley

February 29, 2012

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

Re: Water/Sewer Improvements Project (2007-2008 Funds)

Dear Ms. Serna,

This letter is to inform you that the City of Donna is recommending awarding O.M.T. Utilities (the lowest bidder in the amount of $69,719.00, alternate bid) the Donna Water/Sewer Improvements Project. Please see attached.

Thank you in advance for your cooperation.

Sincerely,

Fernando Flores
Planning Director

CC: Oscar Ramirez, City Manager
Pete De La Cruz, CDBG Coordinator
Ronnie Cruz, P.E., Cruz-Hogan Consultants, Inc.

Attachment

307 S. 12th St. Donna, Texas 78537 (956) 464-3314 Fax (956) 464-9923

City of Donna Water/Sewer Improvements Project
(Alley between South Main and 8th Street)

Urban County Program No.: 5007/08-15-0310-5000-1500-UCP-PDLC

	COMPANY	BID AMOUNT	WITH ALTERNATE BIDS
1.	O.M.T. Utilities	No Bid	$69,719.00
2.	RM Walsdorf Inc.	$ 101,546.06	$86,396.94
3.	2GS, LLC.	$ 110,782.00	No Bid
4.	Tapia Construction	$ 120,782.00	$120,782.00
5.	Jimmy Closner and Sons Const. Co.	$ 172,895.00	$160,295.00

CONSTRUCTION CONTRACT

This Agreement entered into this **13th Day of March, 2012** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **City of Donna** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **O. M. T Utilities Inc.** a corporation) of **Weslaco,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **Donna - Water/Sewer Imp.**
PROJECT No.: **5007/5008-15-0310-5000-1500-UCP-PDLC**
PROJECT DESCRIPTION: Donna - Water/Sewer Imp (Alley between South Main and 8th Street)

Hereinafter called the project, for the sum of **($69,719.00) – Sixty Nine Thousand, Seven Hundred and Nineteen Dollars and Zero Cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Cruz-Hogan Consultants, Inc.** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00 Two hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor Name
Contractor Company

Name of Firm: O. M. T. Utilities

Address: 1906 South Pleasant View
Weslaco, Texas 78596

Federal I.D./S.S.: 74-3018467

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2012

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	Valley Insurance Provider PO Drawer 3783 McAllen TX 78502	CONTACT NAME: NORMA PEREZ PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 781-5247 E-MAIL ADDRESS: sdelapaz@vip-ins.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ATLANTIC CASUALTY INSURANCE COMPANY	
INSURED	Luis Reyes III OMT Utility 1906 S. Pleasant View Weslaco TX 78596-	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			L167001014	11/18/2011	11/18/2012	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

AI 000550

CERTIFICATE HOLDER

Hidalgo County Urban County Program
1916 TESORO BLVD
PHARR TX 78577-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AI-31243 **17. H.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Angie Ramos

Department: URBAN COUNTY

Information

CAPTION

The CDBG Disaster Recovery Program is requesting the award of bids and approval of contract for the demolition and reconstruction of the following:

1. (3) Units in the Countywide area and (1) in the City of San Juan in the amount of $177,860.00 to G&G Contractors.

BACKGROUND

These families were approved to receive assistance under the CDBG Disaster Recovery Program by the County Commissioners' Court on February 7, 2012. Bids were received and opened at the Hidalgo County Purchasing Department on Monday, February 27, 2012.

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

Bid Tabulation
Contract - Gomez
Contract - Flores
Contract - Garcia
Contract - Del Toro
Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 10:15 AM
Perla Lopez	Perla Lopez	03/02/2012 11:42 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mary Flores Started On: 02/28/2012 09:32 AM

Final Approval Date: 03/09/2012

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: February 27, 2012 Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of Three (3) units in the county wide area along with (1) one unit in the city of San Juan

Grant #: 70090019-09-LR

RIGNEY CONSTRUCTION & DEVELOPMENT

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	GOMEZ	$46,650.00	BB INCLUDED
2	FLORES	$39,800.00	BB INCLUDED
3	GARCIA	NO BID	N/A
4	DEL TORO	$46,452.00	BB INCLUDED

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	GOMEZ	$44,370.00	BB INCLUDED
2	FLORES	$37,780.00	BB INCLUDED
3	GARCIA	$51,340.00	BB INCLUDED
4	DEL TORO	$44,370.00	BB INCLUDED

BENCHMARK CONSTRUCTION , LLC

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	GOMEZ	$46,999.00	BB INCLUDED
2	FLORES	$37,999.00	BB INCLUDED
3	GARCIA	$53,499.00	BB INCLUDED
4	DEL TORO	$46,999.00	BB INCLUDED

J R LIMAS CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	GOMEZ	$47,376.00	CC INCLUDED
2	FLORES	$38,990.00	CC INCLUDED
3	GARCIA	$56,000.00	CC INCLUDED
4	DEL TORO	$48,376.00	CC INCLUDED

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

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

DISASTER RECOVERY PROGRAM
CONSTRUCTION CONTRACT

(Note: This Contract must be executed and acknowledge by all parties before contractor is notified to proceed.)

THIS AGREEMENT made and entered on **March 13, 2012** by and between **Rene Garza,** hereinafter called the "Contractor" and, **Porfirio & Rita Gomez,** hereinafter called the "Owner" covering improvements to be constructed on the following described property located in Hidalgo County, Texas:

Legal description: Heidelberg Lot 172

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. The Contractor shall:

(1) Furnish all labor, materials, supervision and services necessary to do the work specified in attached plans and specifications and made a part thereof, for the total sum of $44,370.

(2) Begin the work to be performed upon receipt of written Notice to Proceed, after which the Contractor shall complete said work within 10 calendar days thereafter.

(3) Comply with the Southern Building Code, Section 8 Housing Quality Standards, and with all regulations, ordinances, and laws of the City of Mission, the State of Texas, and the Federal Government, and promptly secure all necessary inspections of all work by authorized inspectors.

(4) Carry Comprehensive General Liability and Worker's Compensation Insurance both in accordance with the Laws of the State of Texas and the City of Mission for all persons engaged in work at the site.

(5) Furnish as specified in the Special Instructions and Conditions, Certificates of Insurance showing that he has complied with the provisions of subparagraph (4) above.

(6) Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(7) Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Contractor should be responsible for the disposal of all debris in a certified landfill. Absolutely no materials will be salvaged.

(8) Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract.

(9) Provide a competent supervisor to be on the job site at all times during the progress of this work.

(10) Cause all work to be done in a good and workmanlike manner in accordance with good trade practices in the community, using materials specified.

(11) Provide licensed and bonded subcontractors for services which will not be provided by the Contractor, such as plumbing, electrical, etc., unless Contractor or his employees are licensed and bonded to provide such services.

(12) Not assign the mechanic's lien note, unsecured promissory note, and or contract to anyone other than the County of Hidalgo, Texas.

(13) Display good conduct at all times.

(14) Furnish the Owner, in care of the County of Hidalgo with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

II. The Owner:

1. Shall not permit or make any changes or additions to the plans and specifications without written approval of the County of Hidalgo.

2. Shall permit the Contractor to use at no cost existing utilities such as light, heat, power, water, and local telephone calls, necessary for carrying out and completing the work.

3. Shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering, and furnishings as necessary.

4. Acknowledges that the County of Hidalgo will provide the necessary funds for the contractor to demolish the specified areas and remove the debris.

III. Method of Compensation:

The Contractor shall be paid according to the following schedule within fourteen (14) working days after said completion in accordance with County of Hidalgo, Urban County Program Finance Department's Accounts Payable schedule, as discussed during pre-construction conference, as follows:

1. 40% of contract upon 50% completion of work.

2. 90% of contract upon 100% completion of work

3. The balance of 10% of contract not less than 30 days **after** completion of work provided all amounts due to subcontractors and suppliers are paid in full.

Prior to the second payment of 90% of contract payment the Contractor shall deliver a sworn statement to the effect he has paid all laborers, subcontractors, and material suppliers involved in fulfilling the contract and obtain a Waiver of Lien from them.

IV. General Provisions:

1. This Contract embodies all of the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or insure to the benefit of any of the parties.

2. The Contractor agrees to perform the work required by this Contract and the Owner agrees that neither he nor the members of his family, his tenants, agents, and employees will hinder the Contractor in his work.

3. The County of Hidalgo, or its designee, is allowed to examine and inspect the reconstruction/rehabilitated work.

4. The Contractor shall be charged with the here after described liquidated damages for any delays in the completion of the work due. Delays due to the following shall not be chargeable:

    1. To any acts of the Government, including controls or restrictions relating to the availability of materials, equipment, tools, or labor by reason of war, National Defense, or by any other national emergency.

    2. To any acts of the Owner;

    3. To causes not reasonably foreseeable by the parties to this contract and which are beyond the control and without fault or negligence of the contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

Provided, however, that the Contractor shall promptly, within three (3) days, notify the Owner, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the Owner shall extend the Contract time for the period of the excusable delay.

5. If Contractor fails, except as herein before provided, to complete the work within the time specified by the Contract, he shall pay the Count, not as a penalty but as liquidated damages, the amount of $100.00 per day if such delay is caused by any reason other than those specified in IV above.

6. If for any reason other than those specified in IV above, the Contractor at any time fails for a period of seven (7) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to prosecute the work properly, the Owner with the consent of the County of Hidalgo, Texas, at his election, may unilaterally terminate this Contract.

7. The parties further state that to the best of their knowledge no member of the County of Hidalgo Commissioner's Court, and no other officer, employee, or agent of said County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal interest, direct or indirect, in this Contract.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

_____	_____
Contractor	**Owner(s) Porfirio Gomez**
_____	_____
Name	**Owner(s) Rita Gomez**
_____	_____
Address	Address
_____	_____
Telephone	Telephone

County of Hidalgo Urban County Program
Subrecipient

_____
Director Diana R. Serna

1916 Tesoro Blvd Pharr Tx 78577
Address

(956) 787-8127
Telephone

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared County Of Hidalgo Urban County Program **,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Owner) **Porfirio Gomez,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Owner) **Rita Gomez,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Contractor) **Rene Garza,** Known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

DISASTER RECOVERY PROGRAM
CONSTRUCTION CONTRACT

(Note: This Contract must be executed and acknowledge by all parties before contractor is notified to proceed.)

THIS AGREEMENT made and entered on **March 13, 2012** by and between **Rene Garza,** hereinafter called the "Contractor" and, **Yolanda Flores ,** hereinafter called the "Owner" covering improvements to be constructed on the following described property located in Hidalgo County, Texas:

Legal description: Huisache #3 Lot 56

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. The Contractor shall:

(1) Furnish all labor, materials, supervision and services necessary to do the work specified in attached plans and specifications and made a part thereof, for the total sum of $37,780.00.

(2) Begin the work to be performed upon receipt of written Notice to Proceed, after which the Contractor shall complete said work within 10 calendar days thereafter.

(3) Comply with the Southern Building Code, Section 8 Housing Quality Standards, and with all regulations, ordinances, and laws of the City of Mission, the State of Texas, and the Federal Government, and promptly secure all necessary inspections of all work by authorized inspectors.

(4) Carry Comprehensive General Liability and Worker's Compensation Insurance both in accordance with the Laws of the State of Texas and the City of Mission for all persons engaged in work at the site.

(5) Furnish as specified in the Special Instructions and Conditions, Certificates of Insurance showing that he has complied with the provisions of subparagraph (4) above.

(6) Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(7) Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Contractor should be responsible for the disposal of all debris in a certified landfill. Absolutely no materials will be salvaged.

(8) Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract.

(9) Provide a competent supervisor to be on the job site at all times during the progress of this work.

(10) Cause all work to be done in a good and workmanlike manner in accordance with good trade practices in the community, using materials specified.

(11) Provide licensed and bonded subcontractors for services which will not be provided by the Contractor, such as plumbing, electrical, etc., unless Contractor or his employees are licensed and bonded to provide such services.

(12) Not assign the mechanic's lien note, unsecured promissory note, and or contract to anyone other than the County of Hidalgo, Texas.

(13) Display good conduct at all times.

(14) Furnish the Owner, in care of the County of Hidalgo with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

II. The Owner:

1. Shall not permit or make any changes or additions to the plans and specifications without written approval of the County of Hidalgo.

2. Shall permit the Contractor to use at no cost existing utilities such as light, heat, power, water, and local telephone calls, necessary for carrying out and completing the work.

3. Shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering, and furnishings as necessary.

4. Acknowledges that the County of Hidalgo will provide the necessary funds for the contractor to demolish the specified areas and remove the debris.

III. Method of Compensation:

The Contractor shall be paid according to the following schedule within fourteen (14) working days after said completion in accordance with County of Hidalgo, Urban County Program Finance Department's Accounts Payable schedule, as discussed during pre-construction conference, as follows:

1. 40% of contract upon 50% completion of work.

2. 90% of contract upon 100% completion of work

3. The balance of 10% of contract not less than 30 days **after** completion of work provided all amounts due to subcontractors and suppliers are paid in full.

Prior to the second payment of 90% of contract payment the Contractor shall deliver a sworn statement to the effect he has paid all laborers, subcontractors, and material suppliers involved in fulfilling the contract and obtain a Waiver of Lien from them.

IV. General Provisions:

1. This Contract embodies all of the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or insure to the benefit of any of the parties.

2. The Contractor agrees to perform the work required by this Contract and the Owner agrees that neither he nor the members of his family, his tenants, agents, and employees will hinder the Contractor in his work.

3. The County of Hidalgo, or its designee, is allowed to examine and inspect the reconstruction/rehabilitated work.

4. The Contractor shall be charged with the here after described liquidated damages for any delays in the completion of the work due. Delays due to the following shall not be chargeable:

    1. To any acts of the Government, including controls or restrictions relating to the availability of materials, equipment, tools, or labor by reason of war, National Defense, or by any other national emergency.

    2. To any acts of the Owner;

    3. To causes not reasonably foreseeable by the parties to this contract and which are beyond the control and without fault or negligence of the contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

Provided, however, that the Contractor shall promptly, within three (3) days, notify the Owner, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the Owner shall extend the Contract time for the period of the excusable delay.

5. If Contractor fails, except as herein before provided, to complete the work within the time specified by the Contract, he shall pay the Count, not as a penalty but as liquidated damages, the amount of $100.00 per day if such delay is caused by any reason other than those specified in IV above.

6. If for any reason other than those specified in IV above, the Contractor at any time fails for a period of seven (7) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to prosecute the work properly, the Owner with the consent of the County of Hidalgo, Texas, at his election, may unilaterally terminate this Contract.

7. The parties further state that to the best of their knowledge no member of the County of Hidalgo Commissioner's Court, and no other officer, employee, or agent of said County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal interest, direct or indirect, in this Contract.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

_____
Contractor

_____	_____
Name	**Owner(s) Yolanda Flores**
_____	____803 W Chaparral San Juan Tx 78589
Address	Address
_____	_____
Telephone	Telephone

County of Hidalgo Urban County Program
Subrecipient

_____
Director Diana R. Serna

1916 Tesoro Blvd Pharr Tx 78577
Address

(956) 787-8127
Telephone

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared County Of Hidalgo Urban County Program **,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Owner) **Yolanda Flores,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Contractor) **Rene Garza,** Known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

DISASTER RECOVERY PROGRAM
CONSTRUCTION CONTRACT

(Note: This Contract must be executed and acknowledge by all parties before contractor is notified to proceed.)

THIS AGREEMENT made and entered on **March 13, 2012** by and between **Rene Garza,** hereinafter called the "Contractor" and, **Rutanita Garcia,** hereinafter called the "Owner" covering improvements to be constructed on the following described property located in Hidalgo County, Texas:

Legal description: Iowa Gardens Estates Ph 3 Lot 127

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. The Contractor shall:

(1) Furnish all labor, materials, supervision and services necessary to do the work specified in attached plans and specifications and made a part thereof, for the total sum of $51,340.

(2) Begin the work to be performed upon receipt of written Notice to Proceed, after which the Contractor shall complete said work within 10 calendar days thereafter.

(3) Comply with the Southern Building Code, Section 8 Housing Quality Standards, and with all regulations, ordinances, and laws of the City of Mission, the State of Texas, and the Federal Government, and promptly secure all necessary inspections of all work by authorized inspectors.

(4) Carry Comprehensive General Liability and Worker's Compensation Insurance both in accordance with the Laws of the State of Texas and the City of Mission for all persons engaged in work at the site.

(5) Furnish as specified in the Special Instructions and Conditions, Certificates of Insurance showing that he has complied with the provisions of subparagraph (4) above.

(6) Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(7) Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Contractor should be responsible for the disposal of all debris in a certified landfill. Absolutely no materials will be salvaged.

(8) Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract.

(9) Provide a competent supervisor to be on the job site at all times during the progress of this work.

(10) Cause all work to be done in a good and workmanlike manner in accordance with good trade practices in the community, using materials specified.

(11) Provide licensed and bonded subcontractors for services which will not be provided by the Contractor, such as plumbing, electrical, etc., unless Contractor or his employees are licensed and bonded to provide such services.

(12) Not assign the mechanic's lien note, unsecured promissory note, and or contract to anyone other than the County of Hidalgo, Texas.

(13) Display good conduct at all times.

(14) Furnish the Owner, in care of the County of Hidalgo with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

II. The Owner:

1. Shall not permit or make any changes or additions to the plans and specifications without written approval of the County of Hidalgo.

2. Shall permit the Contractor to use at no cost existing utilities such as light, heat, power, water, and local telephone calls, necessary for carrying out and completing the work.

3. Shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering, and furnishings as necessary.

4. Acknowledges that the County of Hidalgo will provide the necessary funds for the contractor to demolish the specified areas and remove the debris.

III. Method of Compensation:

The Contractor shall be paid according to the following schedule within fourteen (14) working days after said completion in accordance with County of Hidalgo, Urban County Program Finance Department's Accounts Payable schedule, as discussed during pre-construction conference, as follows:

1. 40% of contract upon 50% completion of work.

2. 90% of contract upon 100% completion of work

3. The balance of 10% of contract not less than 30 days **after** completion of work provided all amounts due to subcontractors and suppliers are paid in full.

Prior to the second payment of 90% of contract payment the Contractor shall deliver a sworn statement to the effect he has paid all laborers, subcontractors, and material suppliers involved in fulfilling the contract and obtain a Waiver of Lien from them.

IV. General Provisions:

1. This Contract embodies all of the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or insure to the benefit of any of the parties.

2. The Contractor agrees to perform the work required by this Contract and the Owner agrees that neither he nor the members of his family, his tenants, agents, and employees will hinder the Contractor in his work.

3. The County of Hidalgo, or its designee, is allowed to examine and inspect the reconstruction/rehabilitated work.

4. The Contractor shall be charged with the here after described liquidated damages for any delays in the completion of the work due. Delays due to the following shall not be chargeable:

    1. To any acts of the Government, including controls or restrictions relating to the availability of materials, equipment, tools, or labor by reason of war, National Defense, or by any other national emergency.

    2. To any acts of the Owner;

    3. To causes not reasonably foreseeable by the parties to this contract and which are beyond the control and without fault or negligence of the contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

Provided, however, that the Contractor shall promptly, within three (3) days, notify the Owner, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the Owner shall extend the Contract time for the period of the excusable delay.

5. If Contractor fails, except as herein before provided, to complete the work within the time specified by the Contract, he shall pay the Count, not as a penalty but as liquidated damages, the amount of $100.00 per day if such delay is caused by any reason other than those specified in IV above.

6. If for any reason other than those specified in IV above, the Contractor at any time fails for a period of seven (7) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to prosecute the work properly, the Owner with the consent of the County of Hidalgo, Texas, at his election, may unilaterally terminate this Contract.

7. The parties further state that to the best of their knowledge no member of the County of Hidalgo Commissioner's Court, and no other officer, employee, or agent of said County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal interest, direct or indirect, in this Contract.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

_____
Contractor

_____	_____
Name	**Owner(s) Rutanita Garcia**
_____	1716 Jasmine Rd Edinburg Tx 78539
Address	Address
_____	_____
Telephone	Telephone

County of Hidalgo Urban County Program
Subrecipient

_____
Director Diana R. Serna

1916 Tesoro Blvd Pharr Tx 78577
Address

(956) 787-8127
Telephone

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared County Of Hidalgo Urban County Program **,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Owner) **Rutanita Garcia,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Contractor) R**ene Garza,** Known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

DISASTER RECOVERY PROGRAM
CONSTRUCTION CONTRACT

(Note: This Contract must be executed and acknowledge by all parties before contractor is notified to proceed.)

THIS AGREEMENT made and entered on **March 13, 2012** by and between **Rene Garza,** hereinafter called the "Contractor" and, **Santos & San Juana Del Toro,** hereinafter called the "Owner" covering improvements to be constructed on the following described property located in Hidalgo County, Texas:

Legal description: La Mesa Lot 98

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. The Contractor shall:

(1) Furnish all labor, materials, supervision and services necessary to do the work specified in attached plans and specifications and made a part thereof, for the total sum of $44,370.

(2) Begin the work to be performed upon receipt of written Notice to Proceed, after which the Contractor shall complete said work within 10 calendar days thereafter.

(3) Comply with the Southern Building Code, Section 8 Housing Quality Standards, and with all regulations, ordinances, and laws of the City of Mission, the State of Texas, and the Federal Government, and promptly secure all necessary inspections of all work by authorized inspectors.

(4) Carry Comprehensive General Liability and Worker's Compensation Insurance both in accordance with the Laws of the State of Texas and the City of Mission for all persons engaged in work at the site.

(5) Furnish as specified in the Special Instructions and Conditions, Certificates of Insurance showing that he has complied with the provisions of subparagraph (4) above.

(6) Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(7) Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Contractor should be responsible for the disposal of all debris in a certified landfill. Absolutely no materials will be salvaged.

(8) Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract.

(9) Provide a competent supervisor to be on the job site at all times during the progress of this work.

(10) Cause all work to be done in a good and workmanlike manner in accordance with good trade practices in the community, using materials specified.

(11) Provide licensed and bonded subcontractors for services which will not be provided by the Contractor, such as plumbing, electrical, etc., unless Contractor or his employees are licensed and bonded to provide such services.

(12) Not assign the mechanic's lien note, unsecured promissory note, and or contract to anyone other than the County of Hidalgo, Texas.

(13) Display good conduct at all times.

(14) Furnish the Owner, in care of the County of Hidalgo with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

II. The Owner:

1. Shall not permit or make any changes or additions to the plans and specifications without written approval of the County of Hidalgo.

2. Shall permit the Contractor to use at no cost existing utilities such as light, heat, power, water, and local telephone calls, necessary for carrying out and completing the work.

3. Shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering, and furnishings as necessary.

4. Acknowledges that the County of Hidalgo will provide the necessary funds for the contractor to demolish the specified areas and remove the debris.

III. Method of Compensation:

The Contractor shall be paid according to the following schedule within fourteen (14) working days after said completion in accordance with County of Hidalgo, Urban County Program Finance Department's Accounts Payable schedule, as discussed during pre-construction conference, as follows:

1. 40% of contract upon 50% completion of work.

2. 90% of contract upon 100% completion of work

3. The balance of 10% of contract not less than 30 days **after** completion of work provided all amounts due to subcontractors and suppliers are paid in full.

Prior to the second payment of 90% of contract payment the Contractor shall deliver a sworn statement to the effect he has paid all laborers, subcontractors, and material suppliers involved in fulfilling the contract and obtain a Waiver of Lien from them.

IV. General Provisions:

1. This Contract embodies all of the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or insure to the benefit of any of the parties.

2. The Contractor agrees to perform the work required by this Contract and the Owner agrees that neither he nor the members of his family, his tenants, agents, and employees will hinder the Contractor in his work.

3. The County of Hidalgo, or its designee, is allowed to examine and inspect the reconstruction/rehabilitated work.

4. The Contractor shall be charged with the here after described liquidated damages for any delays in the completion of the work due. Delays due to the following shall not be chargeable:

    1. To any acts of the Government, including controls or restrictions relating to the availability of materials, equipment, tools, or labor by reason of war, National Defense, or by any other national emergency.

    2. To any acts of the Owner;

    3. To causes not reasonably foreseeable by the parties to this contract and which are beyond the control and without fault or negligence of the contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

Provided, however, that the Contractor shall promptly, within three (3) days, notify the Owner, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the Owner shall extend the Contract time for the period of the excusable delay.

5. If Contractor fails, except as herein before provided, to complete the work within the time specified by the Contract, he shall pay the Count, not as a penalty but as liquidated damages, the amount of $100.00 per day if such delay is caused by any reason other than those specified in IV above.

6. If for any reason other than those specified in IV above, the Contractor at any time fails for a period of seven (7) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to prosecute the work properly, the Owner with the consent of the County of Hidalgo, Texas, at his election, may unilaterally terminate this Contract.

7. The parties further state that to the best of their knowledge no member of the County of Hidalgo Commissioner's Court, and no other officer, employee, or agent of said County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal interest, direct or indirect, in this Contract.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

_____	_____
Contractor	**Owner(s) Santos Del Toro**
_____	_____
Name	**Owner(s) San Juana Del Toro**
_____	5331 Montana Dr Mercedes Tx 78570
Address	Address
_____	_____
Telephone	Telephone

County of Hidalgo Urban County Program
Subrecipient

_____
Director Diana R. Serna

1916 Tesoro Blvd Pharr Tx 78577
Address

(956) 787-8127
Telephone

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared County Of Hidalgo Urban County Program **,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Owner) **Santos Del Toro,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Owner) **San Juana Del Toro,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Contractor) **Rene Garza,** Known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 13, 2012.

_____
Notary Public In and For
the State of Texas

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2012

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951

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
RENE GARZA JR
G & G CONTRACTORS
5125 S HWY 281 STE 3
EDINBURG, TX 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE CO	
INSURER B: TEXAS COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INS CO	
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	ADDL 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	CL420912619	03/14/11	03/14/12	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
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/11	03/14/12	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	003002117	03/15/11	03/15/12	WC STATU-TORY LIMITS [X] OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN
COUNTY PROGRAM
1916 TESORO BLVD
PHARR, TEXAS 78577

FAX 787-5291 ATTN RICK GARZA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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AI-31214 **17. I.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Irene Montoya

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to cancel the application for Ismael Ybarra and Carlos & Isela Cuellar at the request of HOME Staff.

BACKGROUND

The following families are being recommended for cancellation by the Housing Rehab Staff, due to refusal to abide by Urban County Program's policy for the demolition and reconstruction of their home.

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Ismael Ybarra Deferred Loan 50% Loan 50% Reconstruct	CW 85-08-06	Countywide Precinct #1	HOME 2008	A 5.12 gross acre tract of land out of Lot 14, Blk 67, Missouri-Texas Land & Irrigation Company's Subdivision of lands out of Las Mestenas Grant, Hidalgo County, Texas
Carlos & Isela Cuellar Deferred Loan 40%Loan 60% Reconstruct	CW 85-10-09	Weslaco Precinct # 1	HOME 2010	A 0.33 acre tract of land out of Farm Tract 376 West and Adams Tracts Subdivision, Hidalgo County, Texas

Commissioners' Court approved the application for Ismael Ybarra on 8/17/10 (AI - 22420) and the application for Carlos & Isela Cuellar on 6/28/11 (AI - 27198).

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/24/2012 08:00 AM
Perla Lopez	Perla Lopez	03/01/2012 10:13 AM
Auditor's Office	Arcilia Duran	03/07/2012 01:18 PM
Purchasing Department	Marty Salazar	03/07/2012 03:53 PM

Form Started By: Mary Flores Started On: 02/23/2012 04:09 PM

Final Approval Date: 03/07/2012

AI-31232 **17. J.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of La Joya is requesting authority to purchase fire protection equipment through Hidalgo County's membership and participation with HGAC (Houston-Galveston Area Council) approved vendor Wilson Fire Rescue (contract # EE08-11) in the amount of $16,500.00 (quote attached hereto) to include shipping fees. City of La Joya UCP Years 23 & 24 (2010 & 2011) Fire Station Equipment funds and city funding will be utilized.

BACKGROUND

The fire protection equipment purchase will include hoses, spreader, cutter, extension hose, ram, and a high pressure tool for use in the city limits of La Joya and surrounding areas. Payment in the amount of $16,500.00 will include warranties, customer assistance, and delivery. Delivery is expected within 30-60 days.

Vendor:	Wilson Fire Rescue
Purchase Amount:	$16,500.00
Funds Available:	$118.05 - Year 23 (2010) La Joya Fire Station Equipment Funds
	$16,320.00 - Year 24 (2011) La Joya Fire Station Equipment Funds
	$61.95 - City of La Joya Funds
Total Funds:	$16,500.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) and Year 24 (2011) City of La Joya Fire Station Equipment funds will be utilized for the purchase of fire protection equipment.

Attachments

City of La Joya/Wilson Fire Rescue

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/27/2012 03:04 PM
Perla Lopez	Perla Lopez	03/01/2012 03:59 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Mary Flores Started On: 02/27/2012 02:05 PM

Final Approval Date: 03/09/2012

City of La Joya

"Jewel of the Valley"

Received

FEB 24 2012

Wilson County Projects

By

February 24, 2012

Diana Serna:

Please have this letter serve as a request to move forward with the request to purchase fire suppression equipment with Wilson Fire Rescue Contract # EE08-11.

Thank you,

Mike Alaniz
City of La Joya
City Administrator

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: HGAC **Person Contacted:** Kirby Wilson, Jr.

Purchase #1 **Vendor Name:** Wilson Fire Rescue **Contract No. :** EE08-11 **Phone:** 830-625-2343

Quantity	Description of Items	Price per Unit	Total Amount
1	HURST #SP300 HP SPREADER (LIST PRICE $7,850.00)	$ 7,457.00	$ 7,457.00
1	HURST #S510 HP CUTTER (LIST PRICE $5,550.00)	$ 5,272.00	$ 5,272.00
1	HURST #R412 HP 46.5" RAM (LIST PRICE $2,950.00)	$ 2,802.00	$ 2,802.00
1	HURST #P640 IG HONDA AUTO SELECT POWER UNIT (LIST $6,250.00)	$ 5,937.00	$ 5,937.00
1	HURST #176604000C 32.8FT EXTENSION HOSE (LIST $960.00)	$ 912.00	$ 912.00
1	HURST #176604000C 32.8FT EXTENSION HOSE (LIST $960.00)	$ 912.00	$ 912.00
1	FREIGHT/SHIPPING	$ 50.00	$ 50.00
1	DEMO DISCOUNT W/FULL WARRANTY	($6,842.00)	($6,842.00)

TOTAL:	$16,500.00

Recommendation: This purchase will satisfy the city's need for a spreader, cutter, extension hose, ram, and high pressure tool.

Requested by: [signature] Date 02-21-12 **UCP Approval:** [signature] Date 2/27/12

WILSON FIRE RESCUE

218 Deborah, Suite #2
New Braunfels, TX 78130
Toll Free (800) 959-0920 Fax (830) 625-2415

Bill To:	Ship To:
HIDALGO COUNTY URBAN COUNTY PRG 1916 TESORO BLVD PHARR, TX 78577 ATTN: CANDACE ARMENTA	LA JOYA FIRE DEPARTMENT ATTN: EDDIE RUIZ 625 EAST EXPRESSWAY 83 LA JOYA, TX 78560

DATE 2/20/12

SALES ORDER ☐
QUOTE ■

PURCHASE ORDER #	PHONE	EXT	FOB	TERMS	TAX ID	SALES REP
	956-787-8127	2236	LAJOYA FD	On Deliver		KW SR

Qty	Item	Description	DISCOUNT	Total
1	HURST	#SP300 HP SPREADER (LIST PRICE $7,850.00)	-$393.00	$7,457.00
1	HURST	#S510 HP CUTTER (LIST PRICE $5,550.00)	-$278.00	$5,272.00
1	HURST	#R412 HP 46.5" RAM (LIST PRICE $2,950.00)	-$148.00	$2,802.00
		OPTIONS		
1	HURST	#P640 IG HONDA AUTO SELECT POWER UNIT (LIST $6,250.00)	-$313.00	$5,937.00
1	HURST	#176604000C 32.8FT EXTENSION HOSE (LIST $960.00EA)	-$48.00	$912.00
1	HURST	#176604000C 32.8FT EXTENSION HOSE, (LIST $960.00EA)	-$48.00	$912.00
1	WFR	FREIGHT	$50.00	$50.00
		SUBTOTAL		$23,342.00
		DEMO DISCOUNT W/FULL WARRANTY		-$6,842.00
		PRICING BASED ON HGAC CONTRACT #EE08-11		

Subtotal	$16,500.00
Tax	
Freight	INCLUDED
Total	$16,500.00

THANK YOU FOR YOUR BUSINESS!

IT IS AN HONOR TO SERVE YOU!

Hurst Published Options
Customer- LaJoya FD

Qty	Code or Part No.	Option Description	Offered Price	Ext. Ttl.
	362R513	Upgrade MOC Cutter to JL500	$285.00	$0.00
	362R522	Upgrade ML28 Spreader to KL-32 Spreader	$95.00	$0.00
	272080410	Each Additional 25.2 Volt Lithium Ion Battery	$532.00	$0.00
	2.722E+09	Additional Charger for eDraulic Batteries(base bd includes 1 charger w/ each tool)	$503.00	$0.00
	272080412	110 Volt Adpater Plug for eDraulic Tools	$589.00	$0.00
	274081000	Extension for R411E Ram	$304.00	$0.00
	272208041 X	Delete Charger, Two (2) Batteries From Base Edraulic Tool	-$1,567.00	$0.00
	363R350	5,000 PSI B&S A/B Selector Valve Power Unit	$4,892.00	$0.00
	363R304	5,000 PSI Honda A/B Selector Valve Power Unit	$5,082.00	$0.00
	363R305	5,000 PSI 110 Volt Electric A/B Selector Valve Power Unit	$4,892.00	$0.00
	363R306	5,000 PSI 220 Volt Electric A/B Selector Valve Power Unit	$5,082.00	$0.00
	363RR302	5,000 PSI Mini Mate Simo Power Unit	$7,457.00	$0.00
	363R301	5,000 PSI Mini Mate Auto Selctor Valve Power Unit	$5,937.00	$0.00
	363R352	5,000 PSI JL-4G B&S Simo Power Unit	$7,267.00	$0.00
	363R308	5,000 PSI JL-4GHHonda Simo Power Unit	$7,457.00	$0.00
	363R309	5,000 PSI JL-AC-SI 220 Volt Simo Power Unit	$7,457.00	$0.00
	363R336	5,000 PSI JL-YD-SI- Yanmar Diesel Simo Power Unit	$10,906.00	$0.00
	363R310	5,000 PSI, JL-AC-TR- 220 Volt Electric Trimo Power Unit	$8,407.00	$0.00
	363R354	5,000 PSI- B&S Trimo Power Unit	$8,217.00	$0.00
	363-ISV	Change Simo Power Unit to ISV- Deduct	-$1,520.00	$0.00
	37573000	JL-QG - Quad Gas Power Unit w/ Dual Turbo	$9,357.00	$0.00
	375740000	JL-QG - Quad Gas Power Unit w/ Dual Turbo-Electric Start	$10,070.00	$0.00
	375760000	JL-SE -Simo Electric Power Unit w/ Turbo	$8,407.00	$0.00

	375710000	JL SG - Simo Gas Power Unit w/ Single Turbo	$8,407.00	$0.00
	375720000	JL-SG-ES- Simo Gas Power Unit w/ Single Turbo & Electric Start	$9,120.00	$0.00
	355R093	4 Circuit 5,000 PSI Octoflow	$28,975.00	$0.00
	363-3 Phase	Upgrade Electric Pumps to 3 Phase	$285.00	$0.00
	362R290	HP Combi- Hand Pump HP Combi Tools	$4,607.00	$0.00
	362R341	Mini Lite System	$6,887.00	$0.00
	3629014	JL-8 Jack Rabbit Tool Kit- Jack Rabbit Tool & Hand Pump	$2,232.00	$0.00
	542R077	5,000 PSI -100' Hose Reel, Electric Rewind- 100' of Orange Hose Streamline(blue or green hose also available)	$3,230.00	$0.00
	542R074	5,000 PSI -100' Hose Reel, Manual Rewind- 100' of Orange Hose Streamline (blue or green hose also available)	$2,755.00	$0.00
	353R324	5,000 PSI 30' Hose (orange, blue, or green)	$684.00	$0.00
	353R321	5,000 PSI 16' Hose (orange, blue, or green)	$560.00	$0.00
	353R327	5,000 PSI 100' Hose Streamline at one end, swivel connection on other(orange, blue, or green)	$1,026.00	$0.00
	180R017	5,000 PSI Hurst Blue Synthetic Fluid (gallon)	$100.00	$0.00
	247R028	Quick Kick Ram Support	$646.00	$0.00
	84150/9174	Step Chock W/ Keg (each)	$152.00	$0.00
	84150/9172	Support Blocks & Wedges Set 1	$309.00	$0.00
	84150/9173	Support Blocks & Wedges Set 2	$608.00	$0.00
	101R038	Ram Extension Kit	$712.00	$0.00
	257R037	Ram Attachment Kit	$522.00	$0.00
	112R117	Hurst MS Module for LP Lifting Cylinders	$6,507.00	$0.00
	353R204	66' Lifting Cylinder Hose	$1,691.00	$0.00
	392R077	HP25/T185R-PN 350 Lifting Cylinder	$4,465.00	$0.00
	392R078	HP25/T450R-PN 350 Lifting Cylinder	$5,377.00	$0.00
	392R083	HP25/T280R-PN 350 Lifting Cylinder	$5,025.00	$0.00
	510R068	Crash Recovery Standard Edition Initial License	$570.00	$0.00

	510R083	Crash Recovery Standard Edition Additional License	$85.00	$0.00
	510R084	Crash Recovery VIN Edition Initial License	$997.00	$0.00
	510R085	Crash Recovery VIN Edition Additional License	$218.00	$0.00
	275001000	P600 OB Back Pack Power Unit	$7,172.00	$0.00
	275623000	P610 OG Power Unit	$6,222.00	$0.00
	275653000	P610 OD Power Unit	$10,925.00	$0.00
	275041000	P620 AG Mini Mate Selector Valve Power Unit	$5,082.00	$0.00
	275021000	P620 IG Mini Mate Auto Select Power Unit	$5,937.00	$0.00
	275031000	P620 SG Simo Mini Mate Power Unit	$7,457.00	$0.00
	275121000	P640 AG- B&S Selector Valve Power Unit	$4,892.00	$0.00
	275121100	P640 AG-Honda Selector Valve Power Unit	$5,082.00	$0.00
	275101000	P640 AE 220 Volt Electric Selector Power Unit	$5,082.00	$0.00
	275102000	P640 AE 1100 Volt Electric Selector Power Unit	$4,892.00	$0.00
	275221000	P640 IG- B&S Auto Select Power Unit	$5,747.00	$0.00
	275251000	P640 IG- B&S Auto Select Power Unit w/ Hose Reels	$9,167.00	$0.00
1	275221100	P640 IG-H Honda Auto Select Power Unit	$5,937.00	$5,937.00
	275201000	P640 IE 220 Volt Auto Select Power Unit	$5,937.00	$0.00
	275202000	P640 IE 110 Volt Auto Select Power Unit	$5,747.00	$0.00
	275321000	P640 SG- B&S Simo Power Unit	$7,267.00	$0.00
	275321100	P640 SG-H-Honda Simo Power Unit	$7,457.00	$0.00
	275301000	P640 SE- Simo Electic 220 Volt Power Unit	$7,457.00	$0.00
	275401000	P640 TG- Trimo Gas Power Unit	$8,217.00	$0.00
	275325000	P660 Super Silent Power Unit	$7,647.00	$0.00
	275730000	P650 4G - Quad Gas Power Unit w/ Dual Turbo	$9,351.00	$0.00
	275740000	P650 4G-ES- Quad Gas Power Unit w/ Dual Turbo & Electric Start	$10,070.00	$0.00
	275760000	P650SE -Simo Electric Power Unit w/ Turbo	$8,407.00	$0.00
	275710000	P650 SG - Simo Gas Power Unit w/ Single Turbo	$8,407.00	$0.00

	275720000	P650 SG-ES- Simo Gas Power Unit w/ Single Turbo & Electric Start	$9,120.00	$0.00
	276100000	DHR 20- Dual Hose Reel 66'	$3,752.00	$0.00
	276102000	DHR 30- Dual Hose Reel 99'	$4,322.00	$0.00
	2.762E+09	SHR-20 - Single Hose Reel - 66'- Choice of Blue, Black or Grey Connection	$2,232.00	$0.00
	276216000	SHR-30 - Single Hose Reel - 99'- Choice of Blue, Black or Grey Connection	$2,840.00	$0.00
	176501000C	16' Connection Hose (Streamline one end) Choice of Blue, Grey, or Black Connection	$627.00	$0.00
	176504000C	32.8' Connection Hose (Streamline one end) Choice of Blue, Grey, or Black Connection	$817.00	$0.00
	176507000	49' Connection Hose (Streamline one end) Choice of Blue, Grey, or Black Connection	$997.00	$0.00
	176512000	66' Connection Hose (Streamline one end) Choice of Blue, Grey, or Black Connection	$1,282.00	$0.00
	176516000	82' Connection Hose (Streamline one end) Choice of Blue, Grey, or Black Connection	$1,567.00	$0.00
	176513000	98' Connection Hose (Streamline one end) Choice of Blue, Grey, or Black Connection	$1,662.00	$0.00
	176601000C	16' Extension Hose (Streamline both ends Choice of Blue, Grey, or Black Connection	$722.00	$0.00
2	176604000C	32.8' Extension Hose (Streamline both ends) Choice of Blue, Grey, or Black Connection	$912.00	$1,824.00
	176607000	49' Extension Hose (Streamline both ends) Choice of Blue, Grey, or Black Connection	$1,149.00	$0.00
	176610000	66' Extension Hose (Streamline both ends) Choice of Blue, Grey, or Black Connection	$1,387.00	$0.00
	176616000	82' Extension Hose (Streamline both ends) Choice of Blue, Grey, or Black Connection	$1,624.00	$0.00

	176614000	98' Extension Hose (Streamline both ends) Choice of Blue, Grey, or Black Connection	$1,757.00	$0.00
	542C089	98' Hose Reel w/ Electric Rewind-choice of Blue, Black, or Grey Connection	$3,448.00	$0.00
	542C092	66' Hose Reel w/ Electric Rewind-choice of Blue, Black, or Grey Connection	$3,068.00	$0.00
	542C095	Electric Hose reel w/out Hose	$2,014.00	$0.00
	180C012	High Pressure Mineral Oil Fluid (Two (2) 1 Gallon Bottles)	$66.00	$0.00
	364C018	KSSV11 Chain Set	$807.00	$0.00
	364C017	KSS 20 Quick Adjust Chain Set	$940.00	$0.00
	347C065	Squeezing Attachment for Spreaders	$494.00	$0.00
	V84150/1530	Adjustable Handle for S300 Series Tools	$304.00	$0.00
	V84150/1550	Adjustable Handle for S500 Series Tools	$294.00	$0.00
	84150/6105	HP Ram Attachment Set	$1,187.00	$0.00
	272070000-I	Change either SC350 Combination or S330 Cutter to Insulated Version	$1,710.00	$0.00
	ART-AA	Airshore AA Strut	$399.00	$0.00
	368A042	Airshore B Strut	$499.00	$0.00
	368A043	Airshore C Strut	$570.00	$0.00
	368A044	Aishore D Strut	$594.00	$0.00
	ART-E6	Airshore 6" Extension	$228.00	$0.00
	ART-E12	Airshore 12" Extension	$237.00	$0.00
	ART-E18	Airshore 18" Extension	$256.00	$0.00
	ART-E24	Airshore 24" Extension	$304.00	$0.00
	ART-E36	Airshore36" Extension	$399.00	$0.00
	ART-E48	Airshore 48" Extension	$465.00	$0.00
	ART-E72	Airshore 72" Extension	$541.00	$0.00
	AIR-051R	Dual High Pressure Air Assymbly-Controller, Regulator, hoses	$1,093.00	$0.00
	541A043	Quick Strut Accesory Kit	$142.00	$0.00
	ART-LK	ART Lite Vehicle Stabilization Kit	$2,422.00	$0.00
	368A017	Basic Vehicle Stabilization Kit	$3,250.00	$0.00
	368A018	Advanced Vehicle Stabilization Kit	$6,336.00	$0.00
	368A019	Basic Trench Kit	$10,041.00	$0.00
	368A020	Intermediate Trench Kit	$15,095.00	$0.00
	368A021	Advanced Trench Kit	$33,364.00	$0.00

	368A022	Building Collapse Kit	$36,095.00	$0.00
	368A027	Urban Search & Rescue Lite Kit	$29,816.00	$0.00
	368A026	Urban Search & Rescue Kit	$55,475.00	$0.00
	368A025	Tripod Kit	$5,255.00	$0.00
	ART-HPWIN	Winch for Heavy Tripod	$2,242.00	$0.00
	1.315E+10	Vetter S-Tec 145psi 13.2 US Ton Kit	$2,278.00	$0.00
	1.315E+10	Systen 395 - Vetter S-Tec 145psi 43.5 US Ton Kit	$2,982.00	$0.00
	1.315E+10	System 888 - Vetter S-Tec Bag 145 psi- 97.8 US Tons	$5,156.00	$0.00
	1.315E+09	System2927 - Vetter S-Tec Bag 145 psi-327 US Tons	$11,523.00	$0.00
	106R114	Vetter Kit Complete - Vetter S-Tec Bag 145 psi-53 US Tons	$3,970.00	$0.00
	106R115	Vetter Kit Complete - Vetter S-Tec Bag 145 psi-84 US Tons	$5,500.00	$0.00
	106R116	Vetter Kit Complete - Vetter S-Tec Bag 145 psi-121US Tons	$7,205.00	$0.00
	106R117	Vetter Kit Complete - Vetter S-Tec Bag 145 psi-251 US Tons	$11,619.00	$0.00
	1E+09	Dual Deadman Controller-Joystick with ABS Housing-116 or 145 PSI	$760.00	$0.00
	1.6E+09	Pressure Regulator 116 or 145 psi	$398.00	$0.00
	1E+09	116 or 145 psi - 16.4' Inflation Hose - choice of red, blue, yellow, green, or grey	$62.00	$0.00
	1E+09	116 or145 psi-32' Inflation Hose - choice of red, blue, yellow, green, or grey	$81.00	$0.00
	1E+09	116 or 145 psi- 16.4' Hose with built in shut off-choice of red, blue, yellow, green, or grey	$185.00	$0.00
	1E+09	116 or 145 psi-32' Hose with built in shut off-choice of red, blue, yellow, green, or grey	$199.00	$0.00
	1E+09	116 or 145 psi 1' Hose - w/ Shut off - red or yellow	$157.00	$0.00
	1.315E+09	V4 S Tec Bag	$380.00	$0.00
	1.315E+10	V6 S Tec Bag	$427.00	$0.00
	1.315E+10	V7 S Tec Bag	$475.00	$0.00
	1.315E+10	V12 S Tec Bag	$617.00	$0.00
	1.315E+09	V14 S Tec Bag	$741.00	$0.00
	1.315E+09	V22 S Tec Bag	$864.00	$0.00
	1.315E+09	V25 S Tec Bag	$1,007.00	$0.00
	1.315E+09	V29 S Tec Bag	$1,016.00	$0.00

	1.315E+09	V28L S Tec Bag	$1,121.00	$0.00
	1.315E+09	V41 S Tec Bag	$1,159.00	$0.00
	1.315E+09	V45L S Tec Bag	$1,577.00	$0.00
	1.315E+09	V50 S Tec Bag	$1,672.00	$0.00
	1.315E+09	V69 S Tec Bag	$2,109.00	$0.00
	1.315E+09	V85 S Tec Bag	$2,517.00	$0.00
	106R110	56 Ton Vetter Aramide 116 psi Kit w/ Regulator, Bags, Controller, & Hoses	$4,260.00	$0.00
	106R111	83 Ton Vetter Aramide 116 psi Kit w/ Regulator, Bags, Controller, & Hoses	$5,039.00	$0.00
	106R112	121 Ton Vetter Aramide 116 psi Kit w/ Regulator, Bags, Controller, & Hoses	$7,480.00	$0.00
	106R113	253Ton Vetter Aramide 116 psi Kit w/ Regulator, Bags, Controller, & Hoses	$12,188.00	$0.00
	106R084	Vetter Kit Complete 14.3 Ton, 14.5 psi low pressure bags	$6,901.00	$0.00
	106R085	Vetter Kit Complete 24.9 Ton, 14.5 psi low pressure bags	$8,872.00	$0.00
	1.314E+09	V3-Vetter Aramide 116 psi Lifting Bag	$356.00	$0.00
	1.314E+10	V5-Vetter Aramide 116 psi Lifting Bag	$404.00	$0.00
	1.314E+09	V6-Vetter Aramide 116 psi Lifting Bag	$451.00	$0.00
	1.314E+09	V10-Vetter Aramide 116 psi Lifting Bag	$546.00	$0.00
	1.314E+09	V12-Vetter Aramide 116 psi Lifting Bag	$651.00	$0.00
	1.314E+09	V18-Vetter Aramide 116 psi Lifting Bag	$712.00	$0.00
	1.314E+09	V20-Vetter Aramide 116 psi Lifting Bag	$784.00	$0.00
	1.314E+09	V24-Vetter Aramide 116 psi Lifting Bag	$902.00	$0.00
	1.314E+09	V24L-Vetter Aramide 116 psi Lifting Bag	$998.00	$0.00
	1.314E+09	V31-Vetter Aramide 116 psi Lifting Bag	$1,045.00	$0.00
	1.314E+09	V35L-Vetter Aramide 116 psi Lifting Bag	$1,401.00	$0.00
	1.314E+09	V40-Vetter Aramide 116 psi Lifting Bag	$1,472.00	$0.00
	1.314E+09	V48-Vetter Aramide 116 psi Lifting Bag	$1,615.00	$0.00
	1.314E+09	V54-Vetter Aramide 116 psi Lifting Bag	$1,871.00	$0.00

	1.314E+09	V68-Vetter Aramide 116 psi Lifting Bag	$2,242.00	$0.00
	1.314E+09	UF 3 116 psi - Ultra Flat Bag	$399.00	$0.00
	1.314E+09	UF 6 116 psi - Ultra Flat Bag	$522.00	$0.00
	1.314E+09	UF 10 116 psi - Ultra Flat Bag	$646.00	$0.00
	1.53E+09	6 M Rescue Path	$5,415.00	$0.00
	1.53E+09	10 M Rescue Path	$7,315.00	$0.00
	1.53E+09	15 M Rescue Path	$9,832.00	$0.00
	1.53E+09	Direct Fill Inflation Hose for Rescue Path	$214.00	$0.00
	1.6E+09	Vacuum Attachment to Empty Rescue Path	$475.00	$0.00
	1.52E+09	Vetter PZ 20 Inflatable Tent	$11,392.00	$0.00
	1.52E+09	Vetter PZ 30 Inflatable Tent	$17,301.00	$0.00
	1.513E+09	Vetter Decon Shower	$7,125.00	$0.00
1	Hurst FRT	$50 Handling Fee- No Shipping Charge for Orders Over $5,000	$50.00	$50.00

Total Published Options		**$7,811.00**

HGAC Base Bid - Hurst Jaws of Life

Customer: LaJoya FD

Quantity	HGAC Code		Description	Price	Ext. TTl.
	BEA	Hurst Products	SP300E eDraulic Spreader, 10,000 psi, 25,000 lbs max. spreading force, 24" spreading distance.	$11,210.00	$ -
	BEB	Hurst Products	ML 28 Defender (5,000 psi) 44,000 lbs max. spreading force, 28" spreading distance.	$7,457.00	$ -
	BEC	Hurst Products	MLT 32 Defender (5.000 psi) 31,000 lbs max. spreading force, 32" spreading distance.	$6,507.00	$ -
1	BED	Hurst Products	SP300 (10,000 psi) 25,000 lbs max. spreading force, 24" spreading distance.	$7,457.00	$ 7,457.00
	BEE	Hurst Products	SP310 (10,000 psi) 57,550 lbs spreading force, 28.3" Spreading Distance	$7,457.00	$ -
	BEF	Hurst Products	SP510 (10,000 psi) 51,700 lbs spreading force, 31.5" Spreading Distance	$5,272.00	$ -
	BEG	Hurst Products	SP512 (10,000 psi) 28,700 lbs spreading force, 24" spreading distance	$7,552.00	$ -
	CEA	Hurst Products	S700E eDraulic Cutter (10,000 psi)- NFPA Rating A8-B9-C8-D9-E9-Max Opening 7.1"	$10,640.00	$ -
	CEB	Hurst Products	S311E eDraulic Cutter (10,000 psi)- NFPA Rating A7-B8-C6-D7-E7- Max. Opening 5.91"	$9,310.00	$ -
	CEC	Hurst Products	Extractor II (curved blade 5,000 psi)NFPA Rating A7-B7-C6-D7-E7- Max. Opening 6"	$4,702.00	$ -
	CED	Hurst Products	MOC II (curved blade 5,000 psi) NFPA Rating A7-B9-C6-D7-E8 Max Opening 7"	$5,272.00	$ -
	CEE	Hurst Products	MOC (straight blade 5,000 psi) NFPA Rating A7-B7-C7-D7-E8 Max Opening 11"	$5,177.00	$ -
	CEF	Hurst Products	MOC Ultra (curved blade 5,000 psi) NFPA Rating A7-B7-C7-D7-E8 Max Opening 5.2"	$5,367.00	$ -
	CEG	Hurst Products	S311 (curved blade 10,000 psi) NFPA Rating A7-B7-C7-D8-E8 Max Opening 8.9"	$4,702.00	$ -
1	CEH	Hurst Products	S510 (curved blade 10,000 psi) NFPA Rating A8-B9-C7-D8-E9, Max. Opening 7.2"	$5,272.00	$ 5,272.00

	CEI	Hurst Products	S530 (straight blade 10,000 psi) NFPA Rating A8-B7-C7-D8-E9 Max. Opening 11.1"	$5,158.00	$ -
	CEJ	Hurst Products	S511(curved blade 10,000 psi) NFPA Rating A8-B8-C7-D8-E9, Max. Opening 5.9"	$5,367.00	$ -
	CEK	Hurst Products	S700 (curved blade 10,000 psi) NFPA Rating A8-B9-C8-D9-E9, Max. Opening 7.1"	$5,842.00	$ -
	CEL	Hurst Products	S120 Pedal/Cable Cutter (10,00 psi) NFPA A4-B3-C2-D3-E3, Max. Opening 2.04"	$3,372.00	$ -
	DDA	Hurst Products	SC350E eDraulic Combi (10,000 psi) 85,430 lbs spreading force, 14.1" Spreading Distance, NFPA Rating A6-B7-C7-D7-E7	$11,970.00	$ -
	DDB	Hurst Products	LKE 55 Battery Combi-(10,000 psi) 56,100 lbs Spreading Force, 12.5" Spreading Distance, NFPA Rating A5-B5-C5-D7-E7	$9,452.00	$ -
	DDC	Hurst Products	Extractor C (5,000 psi) 25,279 lbs spreading force, 14.1" spreading distance, NFPA Rating A6-B7-C6-D7-E7	$5,652.00	$ -
	DDD	Hurst Products	MOC Combi (5,000 psi) 43,388 lbs Spreading Force, 16.72" Spreading Distance, NFPA Rating A7-B9-C7-D9-E9	$6,412.00	$ -
	DDE	Hurst Products	SC350 Combi (10,000 psi) 85,430 lbs spreading force, 14.1" Spreading Distance, NFPA Rating A6-B7-C7-D7-E7	$5,652.00	$ -
	DDF	Hurst Products	SC550 Combi (10,000 psi) 50,500 lbs Spreading Force, 16.9" Spreading Distance, NFPA Rating A7-B9-C7-D9-E9	$6,222.00	$ -
	EEA	Hurst Products	R41E Ram (10,000 psi) Push Force 23,156 lbs.,Max. extended length 35.6"	$7,980.00	$ -
	EEB	Hurst Products	T-41 (5,000 psi telescoping) Push Force - 29,830 lbs., Max. extended length 41.3"	$4,227.00	$ -
	EEC	Hurst Products	T-59 (5,000 psi telescoping) Push Force - 29,830 lbs., Max. extended length 59.1"	$4,417.00	$ -
	EED	Hurst Products	JL-20C (5,000 psi push-pull) Push Force- 15,708 lbs., Max. extended length 22"	$2,707.00	$ -
	EEE	Hurst Products	JL-30C (5,000 psi push -pull) Push Force 15,708 lbs, Max. extended length 36"	$2,802.00	$ -

	EEF	Hurst Products	JL- 60C (5,000 psi push-pull)Push Force 15,708 lbs, Max. extended length 60"	$2,897.00	$ -
	EEG	Hurst Products	R430 (10,000 psi 3 stage telescoping) Push Force 60,000 lbs, Max. extended length 51.3"	$4,987.00	$ -
	EEH	Hurst Products	R410 (10,000 psi push-pull) Push Force 30,800 lbs. Max extended length 41.4"	$2,707.00	$ -
1	EEI	Hurst Products	R412 (10,000 psi push-pull) Push Force 30,800 lbs. Max extended length 46.5"	$2,802.00	$ 2,802.00
	EEJ	Hurst Products	R414 (10,000 psi push-pull) Push Force 27,600 lbs. Max extended length 63"	$2,897.00	$ -
	EEK	Hurst Products	R420 (10,000 psi telescoping) Push Force 60,000, Max. extended length 41.4"	$4,227.00	$ -
	EEL	Hurst Products	R422(10,000 psi telescoping) Push Force 60,000, Max. extended length 50.8"	$4,322.00	$ -
	EEM	Hurst Products	R424 (10,000 psi telescoping) Push Force 60,000, Max. extended length 59"	$4,417.00	$ -
	FAA	Hurst-Airshore	Airshore Quick Strut Stabilization Kit (Two (2)Quick Strut's & Carrying Case)	$1,800.00	$ -
	FAB	Hurst-Airshore	Airshore ART-A Static Strut (Manual, Telescoping) extended length - 28" **(other models available up to 67" Extended Length)**	$475.00	$ -
	FAC	Hurst-Airshore	ART-E4.5-7 Static Strut (manual, telescoping) extended length- 84"	$760.00	$ -
	FAD	Hurst-Airshore	ART-E Static Strut (manual, telescoping).extended length -97"	$760.00	$ -
	FAE	Hurst-Airshore	ART F7-11 Static Strut (manual, telescoping), extended length -132"	$855.00	$ -
	FAF	Hurst-Airshore	ART-F Static Strut (manual, telescoping) extended length 144"	$950.00	$ -

Total Base Bid		$15,531.00

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	EE08-11	Date Prepared:	2/8/2012

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	LaJoya Fire Department	Contractor:	Wilson Fire Rescue
Contact Person:		Prepared By:	Kirby Wilson Jr
Phone:		Phone:	830-625-2343
Fax:		Fax:	830-625-2415
Email:		Email:	kirbyjr@wilsonfirerescue.com

Product Code:	ED, CEH, EE	Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$15,531.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
P640 IG-II HONDA AUTO SELECT POWER UNIT	$5,937		
176604000C 32.8" STREAMLINE HOSE	$912		
Hurst FRT	$50.00		
176604000C 32.8" STREAMLINE HOSE	912.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	7811

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	23342	=	Subtotal D:	23342

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
DEMO Discount	($6,842.00)		
		Subtotal E:	-6842

Delivery Date:		F. Total Purchase Price (D+E):	16500

AI-31215 **18. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Norma Longoria

Department: WIC

Information

CAPTION

1. Approval of proclamation declaring March 2012 as National Nutrition Month.
2. Approval of proclamation declaring March 14, 2012 as Registered Dietician Day.

BACKGROUND

Attachment of March 2012 National Nutrition Month:
Attachment of R.D. Proclamation:

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

March Nutrition Proclamation

RD Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 09:53 AM
Erika Zamora	Erika Zamora	03/02/2012 09:34 AM
Auditor's Office	Arcilia Duran	03/06/2012 04:52 PM
Purchasing Department	Marty Salazar	03/07/2012 11:07 AM

Form Started By: Margarita Gonzalez Started On: 02/24/2012 09:46 AM

Final Approval Date: 03/07/2012

STATE OF TEXAS ( )

COUNTY OF HIDALGO ( )

PROCLAMATION

Proclaiming March 2012 as National Nutrition Month

WHEREAS food is the substance by which life is sustained; and

WHEREAS the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and

WHEREAS there is a need for continuing nutrition education and a wide-scale effort to enhance good eating practices;

NOW, THEREFORE Hidalgo County Commissioners' Court HEREBY PROCLAIMS the month of March as NATIONAL NUTRITION MONTH ® in Hidalgo County and we encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.

IN WITNESS WHEREOF I have hereto set my hand and caused the Great Seal of the Hidalgo County to be affixed.

PASSED AND APPROVED on this the 13th day of March, Two thousand and twelve.

By:
Title: Ramon Garcia, County Judge

Attest:
Title: Arturo Guajardo Jr., County Clerk

STATE OF TEXAS ( )

COUNTY OF HIDALGO ( )

PROCLAMATION

Proclaiming March 14, 2012 as Registered Dietitian Day

WHEREAS Registered Dietitians are the food and nutrition experts who can translate the science of nutrition into practical solutions for healthy living; and

WHEREAS Registered Dietitians have degrees in nutrition, dietetics, public health or a related field from well-respected, accredited colleges and universities, completed an internship and passed an examination; and

WHEREAS Registered Dietitians use their nutrition expertise to help individuals make unique, positive lifestyle changes; and

WHEREAS Registered Dietitians work throughout the community in hospitals, schools, public health clinics, nursing homes, fitness centers, food management, food industry, universities, research and private practice; and

WHEREAS Registered Dietitians are advocates for advancing the nutritional status of Americans and people around the world;

NOW, THEREFORE, Hidalgo County Commissioners' Court HEREBY PROCLAIMS Wednesday, March 14, 2012 as Registered Dietitian Day in Hidalgo County, we encourage all citizens to recognize the co utions of Registered Dietitians and express appreciation for their comm promoting science-based nutrition in the hope of achieving optim th today and tomorrow.

March 13, 2012

IN WITNESS WHEREOF I have here Great Seal of the Hidalgo County to be affixed.

PASSED AND APPROVED on this the wo thousand and twelve.

By:
Title: Ramon Garcia, County Judge

Attest:
Title: Arturo Guajardo Jr., County Clerk

AI-31239 **18. B.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Norma Longoria

Department: WIC

Information

CAPTION

WIC Admin (1292):
1. Approval of the following personnel actions:

Action	Slot No	Position Title	Grade
Delete	006	Nutritionist III	15
Delete	164	Clerk I	1
Delete	208	Clerk I	1
Create	243	Lactation Consultant	14
Create	244	Clerk IV	7

2. Approval of revised WIC Admin. salary schedule.

BACKGROUND

PARF: Lactation Consultant Grade 14
PARF: Clerk IV Grade 7

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-2-XXX

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

BUDGETARY IMPACT:

No fiscal impact. Personnel action will result in cost savings to WIC Admin department.
100% grant funds.

Attachments

revised salary schedule
FLSA EXEMPTION FORM
JOB DESCRIPTIONS
Fiscal note
PARS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 09:55 AM
Rosalinda Cantu	Rosie Cantu	03/02/2012 11:53 AM
Sylvia Solis	Sylvia Solis	03/02/2012 03:05 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Margarita Gonzalez Started On: 02/27/2012 05:18 PM

Final Approval Date: 03/09/2012

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-001-2

AI - 31239

WIC ADM

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	112	WIC DIRECTOR				$98,280.00	$98,280.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$100,260.00
0002	113	AREA COORDINATOR III	18	1	$68,687.00	$68,687.00	$69,669.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$70,869.00
0003	113	AREA COORDINATOR II	16	3	$63,010.00	$63,010.00	$63,656.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$64,676.00
0005	113	EXECUTIVE ASSISTANT II	13	1	$46,747.00	$46,747.00	$46,747.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$48,067.00
		DELETE POSITION ↓											
~~0006~~	~~113~~	~~NUTRITIONIST III~~	~~15~~	~~3~~	~~$58,342.00~~	~~$58,342.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0008	113	REGISTERED DIETICIAN II	14	1	$50,487.00	$50,487.00	$50,783.00	$780.00	$0.00	$0.00	$0.00	$0.00	$51,563.00
0010	113	NUTRITIONIST I	11	2	$41,481.00	$41,481.00	$41,895.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,895.00
0011	113	NUTRITIONIST II	13	1	$46,747.00	$46,747.00	$46,747.00	$540.00	$0.00	$0.00	$0.00	$0.00	$47,287.00
0012	113	ACCOUNTANT IV	14	4	$55,788.00	$55,788.00	$55,788.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$57,768.00
0013	113	REGISTERED DIETICIAN I	12	4	$47,829.00	$47,829.00	$48,434.00	$300.00	$0.00	$0.00	$0.00	$0.00	$48,734.00
0014	113	NUTRITIONIST I	11	6	$47,093.00	$47,093.00	$47,093.00	$660.00	$0.00	$0.00	$0.00	$0.00	$47,753.00
0015	113	REGISTERED DIETICIAN I	12	0	$41,120.00	$41,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	LICENSED VOCATIONAL NURSE II	11	4	$44,287.00	$44,287.00	$44,664.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$45,864.00
0018	113	NUTRITIONIST I	11	0	$38,074.00	$38,074.00	$38,074.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,074.00
0019	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,324.00
0020	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,144.00
0021	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$540.00	$0.00	$0.00	$0.00	$0.00	$45,204.00
0022	113	LICENSED VOCATIONAL NURSE II	11	4	$44,287.00	$44,287.00	$44,287.00	$960.00	$0.00	$0.00	$0.00	$0.00	$45,247.00
0023	113	CLINIC MANAGER	12	2	$44,799.00	$44,799.00	$44,799.00	$540.00	$0.00	$0.00	$0.00	$0.00	$45,339.00
0024	113	LICENSED VOCATIONAL NURSE II	11	5	$45,690.00	$45,690.00	$45,690.00	$840.00	$0.00	$0.00	$0.00	$0.00	$46,530.00
0025	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,489.00	$840.00	$0.00	$0.00	$0.00	$0.00	$44,329.00
0026	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,184.00
0027	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$42,884.00	$900.00	$0.00	$0.00	$0.00	$0.00	$43,784.00
0028	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,824.00
0029	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$42,884.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,184.00
0030	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,244.00
0031	113	CLINIC MANAGER	12	2	$44,799.00	$44,799.00	$44,799.00	$900.00	$0.00	$0.00	$0.00	$0.00	$45,699.00
0032	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0033	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00

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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	
0034	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$600.00	$0.00	$0.00	$0.00	$0.00	$43,884.00
0035	113	NUTRITIONIST I	11	0	$38,074.00	$38,074.00	$38,074.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,074.00
0036	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,844.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$42,924.00
0037	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,844.00	$720.00	$0.00	$0.00	$0.00	$0.00	$42,564.00
0039	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$42,745.00
0040	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$780.00	$0.00	$0.00	$0.00	$0.00	$42,505.00
0041	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$600.00	$0.00	$0.00	$0.00	$0.00	$42,325.00
0042	113	VENDOR LIASON	12	1	$43,284.00	$43,284.00	$43,284.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$44,424.00
0044	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,438.00
0045	113	WIC CRTFCTN SPECIALIST III	9	4	$37,969.00	$37,969.00	$38,540.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$40,520.00
0047	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0048	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$38,280.00
0049	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$38,460.00
0050	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$2,040.00	$0.00	$0.00	$0.00	$0.00	$39,180.00
0051	113	WIC CERTIFICATION SPECIALIST I	5	4	$27,908.00	$27,908.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,908.00
0053	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0054	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0055	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0057	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$36,280.00
0058	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$2,040.00	$0.00	$0.00	$0.00	$0.00	$36,400.00
0059	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$35,740.00
0060	113	CLERK IV	7	4	$32,551.00	$32,552.00	$32,624.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$34,364.00
0061	113	CLERK III	5	4	$27,908.00	$27,908.00	$28,079.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,099.00
0062	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,980.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$33,720.00
0063	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,921.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$33,361.00
0064	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,849.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$33,229.00
0065	113	CLINIC AIDE III	5	8	$31,444.00	$31,444.00	$31,596.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$32,796.00
0066	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,888.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,668.00
0067	113	WIC CRTFCTN SPECIALIST II	7	3	$31,520.00	$31,520.00	$31,520.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$32,660.00
0068	113	WIC CRTFCTN SPECIALIST II	7	2	$30,489.00	$30,489.00	$30,633.00	$900.00	$0.00	$0.00	$0.00	$0.00	$31,533.00
0069	113	CLERK III	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,024.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0070	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,658.00
0071	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,951.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,731.00
0073	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,789.00	$840.00	$0.00	$0.00	$0.00	$0.00	$30,629.00
0074	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,789.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$30,929.00
0075	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,658.00
0076	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$30,778.00
0077	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$30,778.00
0078	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,998.00
0079	113	WIC CERTIFICATION SPECIALIST I	5	5	$28,792.00	$28,792.00	$28,792.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$29,872.00
0080	113	WIC CERTIFICATION SPECIALIST I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,024.00
0081	113	CLERK III	5	4	$27,908.00	$27,908.00	$28,194.00	$840.00	$0.00	$0.00	$0.00	$0.00	$29,034.00
0082	113	CLINIC AIDE III	5	4	$27,908.00	$27,908.00	$28,022.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$29,102.00
0083	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,976.00
0084	113	WIC CERTIFICATION SPECIALIST I	5	5	$28,792.00	$28,792.00	$28,831.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,551.00
0085	113	CLERK III	5	3	$27,024.00	$27,024.00	$27,090.00	$900.00	$0.00	$0.00	$0.00	$0.00	$27,990.00
0086	113	MAINTENANCE III	5	4	$27,908.00	$27,908.00	$28,000.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,600.00
0087	113	CLINIC AIDE III	5	3	$27,024.00	$27,024.00	$27,024.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$28,104.00
0088	113	CLINIC AIDE III	5	3	$27,024.00	$27,024.00	$27,024.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$28,044.00
0089	113	WIC CERTIFICATION SPECIALIST I	5	3	$27,024.00	$27,024.00	$27,024.00	$780.00	$0.00	$0.00	$0.00	$0.00	$27,804.00
0090	113	CLERK III	5	3	$27,024.00	$27,024.00	$27,024.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,564.00
0091	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0092	113	CLERK III	5	2	$26,140.00	$26,140.00	$26,140.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,980.00
0094	113	COURIER	2	11	$27,069.00	$27,069.00	$27,069.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,549.00
0095	113	CLINIC AIDE III	5	2	$26,140.00	$26,140.00	$26,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,140.00
0096	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0097	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0098	113	CLINIC AIDE II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0099	113	CLINIC AIDE II	3	5	$24,685.00	$24,685.00	$24,685.00	$900.00	$0.00	$0.00	$0.00	$0.00	$25,585.00
0100	113	CLERK II	3	5	$24,685.00	$24,685.00	$24,685.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,985.00
0101	113	CLINIC AIDE II	3	5	$24,685.00	$24,685.00	$24,685.00	$900.00	$0.00	$0.00	$0.00	$0.00	$25,585.00
0102	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,103.00	$600.00	$0.00	$0.00	$0.00	$0.00	$24,703.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0103	113	CLERK II	3	4	$23,927.00	$23,927.00	$23,974.00	$900.00	$0.00	$0.00	$0.00	$0.00	$24,874.00
0104	113	CLERK II	3	4	$23,927.00	$23,927.00	$23,927.00	$600.00	$0.00	$0.00	$0.00	$0.00	$24,527.00
0105	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0106	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0107	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$24,249.00
0108	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0109	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0110	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0111	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0112	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0113	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0114	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0115	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0116	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$840.00	$0.00	$0.00	$0.00	$0.00	$24,009.00
0117	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,649.00
0118	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0119	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0120	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0121	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0122	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0123	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0124	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0125	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$900.00	$0.00	$0.00	$0.00	$0.00	$24,069.00
0126	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0127	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0128	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0129	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$660.00	$0.00	$0.00	$0.00	$0.00	$23,829.00
0130	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0131	113	CLERK I	1	4	$20,514.00	$20,514.00	$20,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,640.00
0132	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,649.00
0133	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0134	113	CUSTODIAN II	3	3	$23,169.00	$23,169.00	$23,169.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$24,189.00
0135	113	CUSTODIAN II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0136	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0137	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0138	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0139	113	CLERK I	1	1	$18,564.00	$18,564.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0140	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0141	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$900.00	$0.00	$0.00	$0.00	$0.00	$23,311.00
0142	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0143	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0144	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,891.00
0145	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0146	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,891.00
0147	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0148	113	CLINIC AIDE II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00
0149	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00
0150	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0151	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0152	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0153	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0154	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0155	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0156	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0157	113	CLINIC AIDE II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0158	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0159	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0160	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0161	113	CLINIC AIDE I	1	5	$21,164.00	$21,164.00	$21,296.00	$300.00	$0.00	$0.00	$0.00	$0.00	$21,596.00
0162	113	CLINIC AIDE I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0163	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00

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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	
		DELETE POSITION											
~~0164~~	~~113~~	~~CLERK I~~	~~1~~	~~3~~	~~$19,864.00~~	~~$19,864.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0165	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0166	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,013.00
0167	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0168	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0169	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0170	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0171	113	CLINIC AIDE I	1	5	$21,164.00	$21,164.00	$21,296.00	$300.00	$0.00	$0.00	$0.00	$0.00	$21,596.00
0172	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,013.00
0173	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0174	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0175	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0176	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0177	113	CLERK I	1	4	$20,514.00	$20,514.00	$20,763.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,763.00
0178	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0179	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0180	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0181	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0182	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0183	114	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0185	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0186	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0187	114	CUSTODIAN I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0188	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0190	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0191	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0192	114	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0193	114	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0194	114	CUSTODIAN I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00

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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	
0195	114	CUSTODIAN I	1	7	$22,464.00	$22,464.00	$22,464.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,464.00
0196	114	CUSTODIAN I	1	4	$20,514.00	$20,514.00	$20,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,514.00
0197	114	CUSTODIAN I	1	4	$20,514.00	$20,514.00	$20,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,514.00
0198	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0199	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0200	113	AREA COORDINATOR I	14	4	$55,788.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,788.00
0201	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0202	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0203	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0204	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0205	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0206	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0207	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
~~0208~~	~~113~~	**DELETE POSITION** ↓ ~~CLERK I~~	~~1~~	~~1~~	~~$18,564.00~~	~~$18,564.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0209	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0210	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0211	113	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0212	113	REGISTERED DIETICIAN I	12	3	$46,314.00	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,314.00
0213	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0214	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0215	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0216	113	NUTRITIONIST	11	3	$42,884.00	$42,884.00	$42,315.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,315.00
0218	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0219	113	COORDINATOR IV	15	1	$54,526.00	$54,526.00	$54,600.00	$480.00	$0.00	$0.00	$0.00	$0.00	$55,080.00
0221	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0222	113	CUSTODIAN II	3	4	$23,927.00	$23,927.00	$23,927.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,927.00
0223	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0224	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0225	113	REGISTERED DIETICIAN I	12	2	$44,799.00	$44,799.00	$44,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,799.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0226	113	REGISTERED DIETICIAN I	12	2	$44,799.00	$44,799.00	$44,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,799.00
0227	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0228	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0231	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,043.00	$480.00	$0.00	$0.00	$0.00	$0.00	$34,523.00
0233	113	REGISTERED DIETICIAN I	12	2	$44,799.00	$44,799.00	$44,799.00	$300.00	$0.00	$0.00	$0.00	$0.00	$45,099.00
0234	113	CUSTODIAN II	3	4	$23,927.00	$23,927.00	$23,927.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,927.00
0235	113	CLERK I	1	1	$18,564.00	$18,564.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0236	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0237	113	LICENSED VOCATIONAL NURSE I	9	1	$34,360.00	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,360.00
0238	114	CUSTODIAN I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0239	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0240	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,043.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$35,063.00
0241	113	WIC CERTIFICATION SPECIALIST 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
0242	113	NUTRITIONIST II	13	1	$46,747.00	$46,747.00	$46,747.00	$360.00	$0.00	$0.00	$0.00	$0.00	$47,107.00
		CREATE POSITIONS											
0243	**113**	**LACTATION CONSULTANT**	**14**	**1**	**$50,487.00**	**$50,487.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0244	**113**	**CLERK IV**	**7**	**1**	**$29,458.00**	**$29,458.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				TOTAL	$6,439,119.00	$6,457,455.00	$6,309,884.00	$90,600.00	$0.00	$0.00	$0.00	$0.00	$6,400,484.00

Requesting approval of the above highlighted personnel actions.
Personnel actions pending CC approval.

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

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

Section One

Employee Name: Vacant Date: 3/1/2012

Position Title: Lactation Consultant Slot Number: 243

Department: WIC Department Number: 350

Section Two

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

Executive Exemption

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

Administrative Exemption

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

Professional Exemption

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

Computer Employee Exemption

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

Section Three

Basis for Exemption (Select One):

☐ Executive ☒ Professional ☐ Administrative ☐ Computer ☐ Does Not Qualify

Norma L Longo
Department Head Signature
WIC Dept. Director

3/1/12
Date

[1] *From US Department of Labor Fact Sheet #17A*

Revised August 2010

LACTATION CONSULTANT

GRADE: 14

GENERAL DESCRIPTION

Performs complex breastfeeding education. Provides education, assistance and support to breastfeeding mothers and their infants to attain a successful breastfeeding relationship. Responsible for training department staff. Assists in recruiting, training, and coordinating peer counselors. Employee has extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Evaluates breastfeeding process between mothers and their infant, develops and implements a feeding plan based on the individual needs and goals of the breastfeeding mother/infant including evaluation of outcomes and appropriate follow-up

Provides consultation, support, counseling and educational classes for families experiencing routine and/or complex issues associates with lactation and breastfeeding

Certifies program participants following department's policies and procedures

Counsels participants with BF situations requiring special assistance

Assists with recruitment of eligible breastfeeding peer counselors

Conducts training following the department's training manuals

Provide in-service on breastfeeding to department staff and peer counselors as needed

Conducts home visits as needed

Acts as liaison for the department with other medical and community agencies

Establishes goals and objectives; develops and approves schedules, priorities, and standards for achieving goals; and directs evaluation activities.

Develops and implements techniques for evaluating program activities.

Plans, implements, coordinate, monitors, and evaluates policies and procedures.

Identifies areas of needed change, and makes recommendations to improve operations.

Provides technical guidance in the program area.

Plans, assigns, and supervises the work of others.

Performs other related duties as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited four-year college or university with major course work in Nutrition, Public Health, or related field required. Certified by International Board Certified Lactation Consultant required. Previous experience providing lactation instruction and support preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual is preferred (English/Spanish)

Certificates, Licenses, Registrations

Licensed Dietician and/or Registered with ADA preferred

Current Immunization Record and an annual Tuberculin test

Must possess a valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to manage program activities; to establish goals and objectives; to devise solutions to administrative problems; to develop and evaluate administrative policies and procedures; to prepare reports; to communicate effectively; and to plan, assign, and supervise the work of others.

Ability to be organized, efficient and confidentiality

Knowledge of typical problems and constraints that the participants face when promoting breastfeeding

Organizational and interpersonal skills, written and oral communication skills

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

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

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

walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CLERK IV

GRADE: 07

GENERAL DESCRIPTION

Performs advanced (senior-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, handling and transporting documents and/or stock and inventory, and maintaining files; May train others; May supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees, prepares, edits, and reconciles discrepancies in, and reviews for accuracy and completeness reports, purchase orders, correspondence, summaries, manuals, vouchers, journals, ledgers, requisitions, records, and other related forms

Answers inquiries regarding procedures and policies, and provides routine information to the public by mail or telephone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data, and develops charts, graphs, and tables

Maintains and/or oversees the maintenance of files, materials, and supplies, and oversees the receiving, storing, and issuing of stock items

May open and distribute incoming mail and prepare mail-outs

May perform data entry and retrieval and arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May screen applicants and assist in orienting employees; may conduct preliminary interviews

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for or obtain bids for repairs and services

May inspect merchandise for quality and compliance with specifications

May train, oversee or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to Five (3-5) years of progressive experience in clerical work; Graduation from a standard senior high school or equivalent is generally preferred. Vocational training preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of records administration and maintenance techniques and procedures; of warehousing procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain detailed records, files, and reports; to transfer stock from one location to another; to maintain files, and to train or supervise the work of others

Supervisory skills preferred

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

NUTRITIONIST III

GRADE: 15

GENERAL DESCRIPTION

Performs advanced (senior-level) nutrition services work; Work involves planning, coordinating, and evaluating food selection and nutritional programs and services; planning and coordinating research studies; and developing policies and procedures; May supervise the work of others; Works under limited supervision, with considerable latitude for the use of initiative and independent judgment

EXAMPLES OF WORK PERFORMED

Plans, develops, and coordinates nutrition and dietary services, projects, and programs

Plans and conducts training sessions to improve nutrition knowledge of individuals providing health care

Plans and coordinates studies and research in the area of food technology and nutrition

Coordinates the development and evaluation of education and training materials

Develops and interprets policies and procedures

Develops food specifications and establishes food product evaluation testing procedures for sensory, chemical, and microbiological analyses

Provides consultation and technical assistance to other agencies and institutions on the development of nutrition education programs

Monitors and evaluates program operations to ensure compliance with federal, state, and local regulations, and to ensure nutritional, safety, sanitation, and quality standards are met

Evaluates program operation efficiency and effectiveness, making recommendations for improvement as appropriate

Reviews and analyzes reports of program operations

May prepare the budget and monitor the use of program funds for compliance with regulations and instructions

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in dietitian or nutrition work; Graduation from an accredited four-year college or university with major course work in dietetics, food and nutrition, food systems management, food science, or a related field is generally preferred; Experience and education may be substituted for one another

CERTIFICATES, LICENSES, REGISTRATIONS

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

May require licensure as a nutritionist or dietitian

Knowledge, Skills, and Abilities

Knowledge of food and nutrition, of food systems management, of food science and technology principles, and of federal program evaluation requirements

Skill in interviewing

Ability to counsel on food and nutrition; to interpret laws and regulations; to plan nutrition and dietary services and programs; to plan and conduct food technology and nutrition research; to examine and evaluate the need for nutrition and dietary services and programs; to communicate effectively; and to supervise the work of others

Ability to find job satisfaction in the growth and development of the program

Participation and representation in community and professional organizations

Good physical and mental health (Immunization Record)

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
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: 31239

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 13, 2012

Summary of request/proposal:
WIC (1292):
1. Approval to delete and/or create the following full-time positions:

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1292	NUTRITIONIST III	0006	113	15	3	58,342.00	-	-	0.00	(58,342.00)
1292	CLERK I	0164	113	1	3	19,864.00	-	-	0.00	(19,864.00)
1292	CLERK I	0208	113	1	1	18,564.00			0.00	(18,564.00)
1292	LACTATION CONSULTANT	0243	113	-	-	0.00	14	1	50,487.00	50,487.00
	CLERK IV	0244	113	-	-		7	1	29,458.00	29,458.00
			TOTAL	-	-	96,770.00	-	-	79,945.00	(16,825.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
2-1292-441-00-350-001-2-	113	WIC ADMIN-	REG F/T EMPLOYEES	($13,537.36)
2-1292-441-00-350-001-2-	211	WIC ADMIN-	HEALTH INSURANCE	($3,350.34)
2-1292-441-00-350-001-2-	212	WIC ADMIN-	LIFE INSURANCE	($21.72)
2-1292-441-00-350-001-2-	220	WIC ADMIN-	FICA	($1,035.61)
2-1292-441-00-350-001-2-	230	WIC ADMIN-	RETIREMENT	($1,346.97)
2-1292-441-00-350-001-2-	250	WIC ADMIN-	UNEMPLOYMENT COMP	($67.69)
2-1292-441-00-350-001-2-	260	WIC ADMIN-	WORKER'S COMP	$0.00
			2012 BUDGETARY IMPACT:	($19,359.69)

2013 Budgetary Impact: **($24,061.33)**

Possible Funding Sources: **NO BUDGETARY IMPACT/ COST SAVINGS TO DEPT.**

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 350/WIC **DATE:** 3/1/12

CURRENT POSITION TITLE: Nutritionist III Step15 Grade3 **CURRENT SLOT. #:** 006

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 58,342 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) pc $ ($58,342.00) (Net Change) pc

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:
Exempt ☐
Non-Exempt ☒
N/A ☐

FLSA:
Exempt ☒
Non-Exempt ☐

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

Delete vacant position to create another position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC/350

DATE: 3/1/12

CURRENT POSITION TITLE: Clerk I

CURRENT SLOT. #: 164 &208

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 19,864 &18,564 (Current Budgeted Salary) $0 respectively (Proposed Budgeted Salary) $ ($38,428.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Delete vacant clerical position to create other needed position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

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

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

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

Section One

Employee Name: Vacant Date: 3/1/2012

Position Title: Lactation Consultant Slot Number: 243

Department: WIC Department Number: 350

Section Two

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

Executive Exemption

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

Administrative Exemption

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

Professional Exemption

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

Computer Employee Exemption

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

Section Three

Basis for Exemption (Select One):

☐ Executive ☒ Professional ☐ Administrative ☐ Computer ☐ Does Not Qualify

Norma L Longo
Department Head Signature
WIC Dept. Director

3/1/12
Date

[1] *From US Department of Labor Fact Sheet #17A*

Revised August 2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC/350

DATE: 03/13/2012

CURRENT POSITION TITLE:

CURRENT SLOT. #: 243

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Lactation Consultant Grade 14

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- PC (Current Budgeted Salary) $ ~~50,487.00~~ (Proposed Budgeted Salary) $ $50,487.00 PC (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☒
Non-Exempt	☒	Non-Exempt	☐
N/A	☐		

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

Need to save money in BF Peer Counselor Budget so need to laterally transfer position to WIC Budget.

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

see attached

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Longoria DEPARTMENT HEAD	2/27/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	Esthela Cantu/ng HUMAN RESOURCES DIRECTOR	3/2/12 DATE	PERSONNEL PROCEDURES COMPLETED	[X] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/2/2012 DATE	BUDGET PROCEDURES COMPLETED	[X] YES	[ ] NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC/350

DATE: 03/13/2012

CURRENT POSITION TITLE:

CURRENT SLOT. #: 244

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Clerk IV Grade 7

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 29,458.00 (Proposed Budgeted Salary) $ 29,458.00 (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 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Need help at administration office.

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

See attached.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Longoria DEPARTMENT HEAD	2/27/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	Eartha A Caty /mp HUMAN RESOURCES DIRECTOR	3/2/12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/2/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-31421 **18. C.**

CC REGULAR

Meeting Date: 03/13/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution honoring county employee, Elena Flores, on her retirement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/08/2012 02:56 PM
Erika Zamora	Erika Zamora	03/09/2012 05:03 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Monica Badillo Started On: 03/08/2012 01:48 PM

Final Approval Date: 03/09/2012

AI-31288 **19. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Raul E. Sesin, P.E.

Department: PLANNING DEPT.

Information

CAPTION

1. Release of Letter of Credit/ Replace with a Cash Deposit
a. Las Estrellas No. 1 Subdivision – Pct. 3 (Lorin Runnels)

BACKGROUND

Attachments

Las Estrellas No. 1; Release

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 08:07 AM
Olga Garza	Olga Garza	03/02/2012 11:46 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Nora Cavazos Started On: 02/29/2012 03:54 PM

Final Approval Date: 03/09/2012

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: FEBRUARY 29, 2012

RE: LAS ESTRELLAS SUBDIVISION NO. 1 – PCT. 3

ON DECEMBER 20, 2012, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A LETTER OF CREDIT IN THE AMOUNT OF $229,010.20 WAS USED TO SECURE THE FUNDS FOR THE WATER IMPROVEMENTS, PAVING & DRAINAGE IMPROVEMENTS AND THE INSTALLATION OF TWENTY SIX (26) SEPTIC TANK SYSTEMS. A SEPARATE CASH DEPOSIT IS IN PLACE FOR THE INSTALLATION OF ALL STREET SIGNS.

THE DEVELOPER IS REQUESTING A RELEASE OF LETTER OF CREDIT AND IS RESTRUCTURING/REPLACING THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF THIRTY NINE THOUSAND DOLLARS TO SECURE THE INSTALLATION OF ALL SEPTIC TANK SYSTEMS. ATTACHED IS AN ON-SITE INSPECTION REPORT FROM THE HIDALGO COUNTY PLANNING DEPARTMENT STATING THAT ALL WATER IMPROVEMENTS, PAVING AND DRAINAGE IMPROVEMENTS HAVE BEEN CONSTRUCTED.

STAFF HAS NO OBJECTION TO THE RELEASE OF LETTER OF CREDIT IN THE AMOUNT OF $229,010.20. FOR THE AFOREMENTIONED IMPROVEMENTS.

LETTER OF CREDIT NO. 50060-101092611

ORIGINAL AMOUNT	$ 229,010.20
BALANCE	$ 0

CASH DEPOSIT

ORIGINAL AMOUNT	$ 39,000.00
BALANCE	$ 39,000.00

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT
County Of Hidalgo

Border Capital Bank

IRREVOCABLE LETTER OF CREDIT NO 50060-101092611

TO: Ramon Garcia County Judge (in his official capacity) Hidalgo County, Texas

DATE: November 3, 2011

We hereby authorize you to draw at sight on Border Capital Bank, for the account of CWL LIMITED By: THREE LLC, its General Partner, By: Forrest N. Runnels Jr., Vice-President (the Customer), up to the aggregate amount of Two Hundred Twenty Nine Thousand Ten Dollars and 20/100ths DOLLARS ($ 229,010.20) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated November 3, 2011, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on - no later than the maturity date - November 3, 2012, by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: BORDER CAPITAL BANK

Address of Issuer: 1801 S. McCOLL ROAD, McALLEN, TX 78503

Signature of Issuer's Authorized Officer Rutha Drawe

Printed Name: RUTHA DRAWE

Title: SENIOR VICE PRESIDENT

1801 South McColl Road Post Office Box 5555 McAllen, Texas 78502-5555
Telephone 956-682-2265 Fax 956-972-5417 www.bordercapitalbank.com

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	39,000.00
Other	
TOTAL	39,000.00

Date Feb. 29 20 12

Received of: CWL Limited $ 39,000.00

Thirty nine thousand and 00/100 *Dollars*

Subdivision: Las Estrellas No. 1

Cash _____ Check # 011971 M.O. # _____

Received by: Ana L. Castillo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66047 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

0119711

Z6GT4982 01 /7

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
REMITTER

88-1161/1149

DATE 02/27/12

PAY TO THE ORDER OF HIDALGO COUNTY $ ***39,000.00***

THIRTY NINE THOUSAND and 00/100***USDollars

ISSUER

CASHIER'S CHECK

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

FOR INQUIRIES CALL 956-682-2265

Re: Las Estrellas I-Septic Cash Escrow

AUTHORIZED SIGNATURE

⑈0119711⑈ ⑆114911616⑆ ⑈99 0010 1⑈

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539

Raul E. Sesin, P.E.
Planning Administrator

I. Tel. (956) 318-2840 • Fax. (956) 318-2844
www.co.hidalgo.tx.us

LAS ESTRELLAS PHS I

ONSITE INSPECTION

WATER FACILITIES:

- [x] Service Lines: INSTALLED.
- [x] Meter boxes: INSTALLED
- [x] 30 Year letter: SUBMITTED
- [ ] Fire Hydrant (if applicable): ESCROW TO THE CITY OF MISSION

OSSF / SANITARY SEWER:

- [ ] Sewer Service Lines: N/A
- [ ] 30 Year Letter: N/A
- [ ] Septic Tanks: ESCROW - NOT INSTALLED
- [ ] Health Dept. Inspection Letter: /

PAVING:

- [x] Street pavement & curb and gutter:
- [x] Street testing results: ~~NOT INSTALLED~~. TOMORROW @ 3:00
- [x] Street Signs / Street Name: NOT INSTALLED (FAILED)
- [x] Temporary Turn Around (if applicable): CONSTRUCTED TO SPECS.
- [ ] Share Driveways (if applicable): N/A
- [x] Type III barricade : NOT INSTALLED (FAILED)
- [x] Valley Gutters: CONSTRUCTED

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

DRAINAGE:

- [x] Detention Swales: CONSTRUCTED
- [x] Culvert with Safety Ends: INSTALLED
- [x] Re-grade of Road side Ditch: RE-GRADED
- [x] Bench Swale System (If Applicable): CONSTRUCTED
- [x] Erosion Control Points (If Applicable) : INSTALLED
- [ ] Overflow structure with RIP – RAP (If applicable) : N/A
- [ ] Storm Drainage Inlets (If Applicable): N/A
- [ ] Outfall with RIP - RAP (If Applicable): N/A
- [x] Concrete Spill Ways (If Applicable): CONSTRUCTED
- [ ] Gridded Down Drain (If Applicable): N/A

OTHER IMPROVEMENTS:

- [x] Lot Staking : ALL LOTS HAVE BEEN STAKED.
- [ ] Existing Structure On Lots (If applicable) : N/A
- [ ] Gas Markers (If applicable): N/A
- [x] Lot Sell Advertisement Sign (If Applicable) : NO SIGN ON SITE
- [ ] Elevated Pad Site (If Applicable) : N/A
- [ ] Street Lights (If Applicable): N/A
- [ ] Buffer Fence (If Applicable): N A
- [x] Any Other: ELECTRIC COMP. ARE INSTALLING POWER POLES

INSPECTED BY: José R J— DATE: 02/24/2020

AI-31347 **20. A.**

CC REGULAR

Meeting Date: 03/13/2012

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting acceptance and approval of Change Order No.2 (increase) in the amount of $27,680.40 and time extension of (21) additional days with Asago Construction, contracted vendor for "El Gato Road Improvement Project" reflecting items specified on change order description, with authority for County Judge to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1200-431-00-122-051-0-731

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

BUDGETARY IMPACT:

P.O.#662525
Pending CO#1 for $6,413.00 + CO#2 for $27,680.40

New Contract amount will be $677,892.20 and a total of 198 days.

Attachments

CO

po

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/06/2012 11:48 AM
Roland Garcia	Rolando Garcia	03/08/2012 09:42 AM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Marcie Jackson Started On: 03/05/2012 03:01 PM

Final Approval Date: 03/09/2012

CHANGE ORDER NUMBER TWO (2)

PROJECT: ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS

DATE OF ISSUANCE: March 5, 2012 **EFFECTIVE DATE:** March 13, 2012

OWNER: HIDALGO COUNTY PRECINCT No. 2

CONTRACTOR: ASAGO CONSTRUCTION
2113 Pecos
Mission, TX 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Add 23,067 SY of Tack Coat (RC-250)
2. 21 additional days added to contract time

Reason:

1. County forces originally tasked with this item, but will be unable to do tack coat for this job
2. Time added to contract for following reasons:
   - 8 days for additional time required due to contractor waiting on county forces to complete overlay in sections and for contractor to complete application of Tack Coat (RC-250)
   - 13 days where it either rained or conditions were too wet to work between January 11, 2012 and February 29, 2012
     2/4, 2/5, 2/8, 2/9, 2/10, 2/11, 2/12, 2/13, 2/14, 2/16, 2/17, 2/18, & 2/19

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**	
Original Contract Price $ 643,798.80		Original Contract Time for Substantial Completion:	120 calendar days or dates
Net Changes from previous Change Order $ 6,413.00		Net change from previous Change Orders	57 calendar days
Contract Price prior to this Change Order $ 650,211.80		Contract Time prior to this Change Order Substantial Completion:	177 calendar days or dates
Net Increase (decrease) of this Change Order $ 27,680.40		Net Increase (decrease) of this Change Order	21 calendar days
Contract Price with all approved Change Orders $ 677,892.20	Net % increase (decrease) from original contract price. 5.30 %	Contract Time with all approved Change Orders Substantial Completion:	198 calendar days or dates

RECOMMENDED:
By: _____, P.E.
Engineer (Authorized Signature)
Date: March 8, 2012

APPROVED:
By: _____
Owner (Authorized Signature)
Date:

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: March 8, 2012

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***662525***
Increase # 01 for this Purchase Order
Procurement Method:

- ❑ Contract # C-11-161-07-05
- ❑ 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: 303313
Vendor Name: Asago, LLC dba Asago Construction
Address: 2113 Pecos St.
Mission, Texas 78572

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$643,798.80
		(NIGP#91345) Change Order No. 2		
1	EACH	(49.82%) 2-1200-431-00-122-051-0-731	$13,790.38	**$13,790.38**
1	EACH	(50.18%) 2-1200-431-00-122-051-0-841	$13,890.02	**$13,890.02**
		AFTER APPROVAL PLEASE SEND COPY TO COUNTY AUDITOR'S OFFICE TO ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$27,680.40
		TOTAL AMOUNT		***$677,892.20***

Account Number: **2-1200-431-00-122-051-0-XXX**

Reason: Increase is needed due to Change Order No.2 placed on CCM for approval on 3/13/2012
AI 31347

Authorization: _____ March 9, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

DATE: March 9, 2012

2012
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road Maintenance Departments

EMERGENCY TRANSFER

ACCOUNT NUMBER: 2-1200-431-00-122-0XX-0-XXX

SUBJECT: Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
2-1200-431-00-122-006-0-890	PCT.2 ROAD MAINT. - OTHER	($45,000.00)
TO		
2-1200-431-00-122-051-0-841	PCT 2 EL GATO RD(W ALAMO-TOWER)-Aid to Govn Agency	$45,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT2 ROAD MAINTENANCE into EL GATO ROAD to cover Change Order No. 2 (AI-31347)& other additional project expenses.

Hector Palacios

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-31391 **20. B.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Yoli Cisneros

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Construction Change Order No. 5 increase in the amount of $5,875.20 and increase of days for 3 calendar day with Mission Paving Company, Inc. (Contracted vendor for " Tower Road Phase I Project") reflecting the items described on change order, with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

PO #662859 available balance of $148,480.90

* Inter-Departmental Transfer AI-31394

* * PO Increase awaiting transfer approval.

Attachments

CO #5

PO Increase

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 04:36 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Yolanda Cisneros Started On: 03/07/2012 03:30 PM

Final Approval Date: 03/09/2012

CHANGE ORDER NUMBER FIVE (5)

Project: **TOWER ROAD PHASE 1 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 3/13/2012 EFFECTIVE DATE: 3/13/2012

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-11-044B-06-28

CONTRACTOR: Mission Paving Company, Inc.
P.O. Box 949
Mission, Texas 78573

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidalgo 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. Place 170 LF of 18" RCP in existing trench, backfill to compaction and connect to existing
2. pipe with concrete collars.
3. Contract Time Extension
4.
5.
6.
7

Description:

1. Add 170 LF @ $31.08 of 18" R.C.P. (TG) CI III ($5,283.60)
2. Add 2 EA @ $295.80 of connection to existing RCP with Concrete Collars ($591.60)
3. Contractor is requesting 3 calendar days for performance of the work described above
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 225,690.90		Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ 21,468.75		Net Change from previous Change Orders 64 calendar days
Contract Price prior to this Change Order $ 247,159.65		Contract Time prior to this Change Order Substantial Completion: 154 calendar days or dates
Net Increase(decrease) of this Change Order $ 5,875.20		Net Increase(decrease) of this Change Order 3 calendar days
Contract Price with all approved Change Orders $ 253,034.85	Net % increase(decrease)from original contract price. 12.12%	Contract Time with all approved Change Orders Substantial Completion: 157 calendar days or dates

RECOMMENDED:
By: _____ PE
Engineer (Authorized Signature)
Date: 03/06/12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: March 6, 2012

Exhibit E-B

MISSION PAVING COMPANY, INC.

The Finest in Asphalt and Concrete Paving
Established 1948

STREETS : SUBDIVISIONS : PARKING LOTS : TRAILER PARKS : INDUSTRIAL AREAS

P.O. Box 949
MISSION, TEXAS 78573-0949

TELEPHONE (956) 585-4811
VALLEY WIDE 1-800-585-4811
FAX (956) 585-1616

March 2, 2012

Hidalgo County
C/o: Mr. Raul E. Sesin, P.E.
1304 S. 25th Street
Edinburg, Texas 78539

RE: Change Order Proposal
Tower Road Phase I Róad & Drainage Improvements
Project # C-11-044B-06-2B

Dear Mr. Sesin,

As per your and Lupe's conversation about the additional R.C.P. work for the above mentioned project, we offer the following;

Please accept this as Mission Paving formal request for change order to place 170 L.F. of 18" R.C.P. in existing trench, backfill to compaction and connect to existing pipe with concrete collars.

Our Price for this is: **$ 5,875.20**

Please call if you have any questions.

Thank you,

Sam Vaughn, Sales Representative
Mission Paving Company, Inc.

MISSION PAVING COMPANY, INC.

The Finest in Asphalt and Concrete Paving
Established 1948

STREETS : SUBDIVISIONS : PARKING LOTS : TRAILER PARKS : INDUSTRIAL AREAS

P.O. Box 949
MISSION, TEXAS 78573-0949

TELEPHONE (956) 585-4811
VALLEY WIDE 1-800-585-4811
FAX (956) 585-1616

Hidalgo County
C/o: Mr. Raul E. Sesin, P.E.
1304 S. 25th Street
Edinburg, Texas 78539

RE: ADDITIONAL WORK BID PROPOSAL
TOWER ROAD PHASE I PAVING & DRAINAGE IMPROVEMENTS
Contract # : C-11-044B-06-28

March 5, 2012

		Quantity	Unit	Unit Cost	Cost
	Additional Work:				
1	18" R.C.P. (TG) Cl III	170	LF	$31.08	$5,283.60
2	Connect to Existing R.C.P. w/ Concrete Collars	2	EA	$295.80	$591.60
				Total Add Cost =	**$5,875.20**

* Price includes all material, labor and equipment to perform & complete the above mentioned work.

Note: Mission Paving respectfully request 3 calendar days be added to our contract if either option is accepted.

Sam Vaughn, Sales Representative
Mission Paving Company, Inc.
Date: March 5, 2012

LETTER OF TRANSMITTAL

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: YOLI CISNEROS, ADM. ASST. II, HIDALGO COUNTY PCT. 2 DATE: 03-06-12

FROM: NORA D. CAVAZOS, ADMINISTRATIVE ASST. III

RE: TOWER ROAD PHASE I

WE ARE SENDING YOU: ☐ VIA MAIL ☒ VIA COURIER

TOTAL NUMBER OF DOCUMENTS: 1

ITEM NO.	DESCRIPTION
1	ORIGINAL CHANGE ORDER NO 5 FOR THE TOWER ROAD PHASE I PROJECT

☐ FOR APPROVAL ☐ FOR YOUR USE ☐ FOR REVIEW AND COMMENTS

☐ PRINTS/PLANS RETURNED AFTER LOAN TO US ☒ AS REQUESTED

OTHER: _____

REMARKS:

RECEIVED BY: Olga Garma DATE: 3/6/12

PLEASE NOTIFY US AT ONCE IF ENCLOSURES ARE NOT AS NOTED

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***662859***
Increase # 03 for this Purchase Order
Procurement Method:

- ❑ Contract # C-11-044B-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: 25119
Vendor Name: MISSION PAVING CO., INC
Address: P. O. BOX 949
MISSION, TX 78573-0949

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$225,690.90**
1	EACH	**(NIGP #91345)** CHANGE ORDER NO.5	$5,875.20	$5,875.20
		AFTER APPROVAL PLEASE SEND COPY TO COUNTY AUDITOR TO THE ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$5,875.20
		TOTAL AMOUNT		***$253,034.85***

Account Number: **2-1200-431-00-122-049-0-731**

Reason: Increase need due to CHANGE ORDER #5-with COURT APPROVAL AI-31391 on 3/13/2012

Authorization: _____ March 7, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-31364 **21. A. 1.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Noe Montez

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 ICA Mercedes Walking Trail (1200):
a. Approval of Certification of Revenue, as certified by the County Auditor, for revenue received by the City of Mercedes for Pct. 1 ICA Mercedes Walking Trail Project in the amount of $23,569.83.
b. Approval of 2012 appropriation of funds into Pct. 1 ICA Mercedes Walking Trail in the amount of $23,569.83 to fund ICA Project for reconstruction of Mercedes Walking Trail.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-097-0-841

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $23,569.83 into Pct 1 ICA Mercedes Walking Trail-Aid to Govt Agency.

Revenue Acct: 2-1200-337-00-121-001-0-000

$23,569.83 was receipted to 2-1200-223-00-121-048-0-000 on 2/28/12.

Attachments

Appropriation
Cert Of Rev

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 11:05 AM
Sylvia Solis	Sylvia Solis	03/09/2012 01:03 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Erika Zamora Started On: 03/07/2012 09:08 AM

Final Approval Date: 03/09/2012

DATE: March 13, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Pct. #1 R&B (1200)

ACCOUNT NUMBER: 2-1200-431-00-121-097-0-841

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

Contact: Erika Zamora
Ph#: 292-7025 Ext. 5416

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 NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
2-1200-431-00-121-097-0-841	Pct 1 ICA Mercedes Walking Trail-Aid to Govt Agency	$ 23,569.83
2-1200-337-00-121-001-0-000	R&B Pct.1-Intgt'l-Mercedes-Walking Trail	23,569.83
	TOTAL BUDGET INCREASE (DECREASE)	**23,569.83**

REASON:
Appropriation to fund Interlocal Cooperation Agreement Project for City of Mercedes Walking Trail Reconstruction approved by CC on 1/31/12 AI-30739. Note: $23,569.83 was to receipted to 2-1200-223-00-121-048-0-000 on 2/28/12.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

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

March 8, 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 agreement with the City of Mercedes for Walking Trail Project in the amount of $23,569.83 for Precinct 1. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/8/12
Date

THE COUNTY OF HIDALGO TEXAS

AI-31364
CC REGULAR
Meeting Date: 03/13/2012
Department Head: Noe Montez
Department: BUDGET & MANAGEMENT

40. A. 0.

Information

CAPTION

Pct. 1 ICA Mercedes Walking Trail (1200):
a. Approval of Certification of Revenue, as certified by the County Auditor, for revenue received by the City of Mercedes for Pct. 1 ICA Mercedes Walking Trail Project in the amount of $23,569.83.
b. Approval of 2012 appropriation of funds into Pct. 1 ICA Mercedes Walking Trail in the amount of $23,569.83 to fund ICA Project for reconstruction of Mercedes Walking Trail.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-097-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Appropriation of funds in the amount of $23,569.83 into Pct 1 ICA Mercedes Walking Trail-Aid to Govt Agency.

Revenue Acct: 2-1200-223-00-121-048-0-000

Funds were receipted in deferred revenue account and will be recognized as revenue when the County incurrs related expenditures.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 11:05 AM
Budget & Management	Merlen P. Munoz	03/07/2012 11:05 AM
Sylvia Solis		
Auditor's Office		
Purchasing Department		

Form Started By: Erika Zamora Started On: 03/07/2012 09:08 AM

DATE: March 13, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Pct. #1 R&B (1200)

ACCOUNT NUMBER: 2-1200-431-00-121-097-0-841

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

Contact: Erika Zamora
Ph#: 292-7025 Ext. 5416

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 NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
2-1200-431-00-121-097-0-841	Pct 1 ICA Mercedes Walking Trail-Aid to Govt Agency	$ 23,569.83
337 001	INTGT'L	
2-1200-~~223~~-00-121-~~048~~-0-000	R&B Pct.1-~~Def~~ Rev-Mercedes-Walking Trail	23,569.83
	TOTAL BUDGET INCREASE (DECREASE)	**23,569.83**

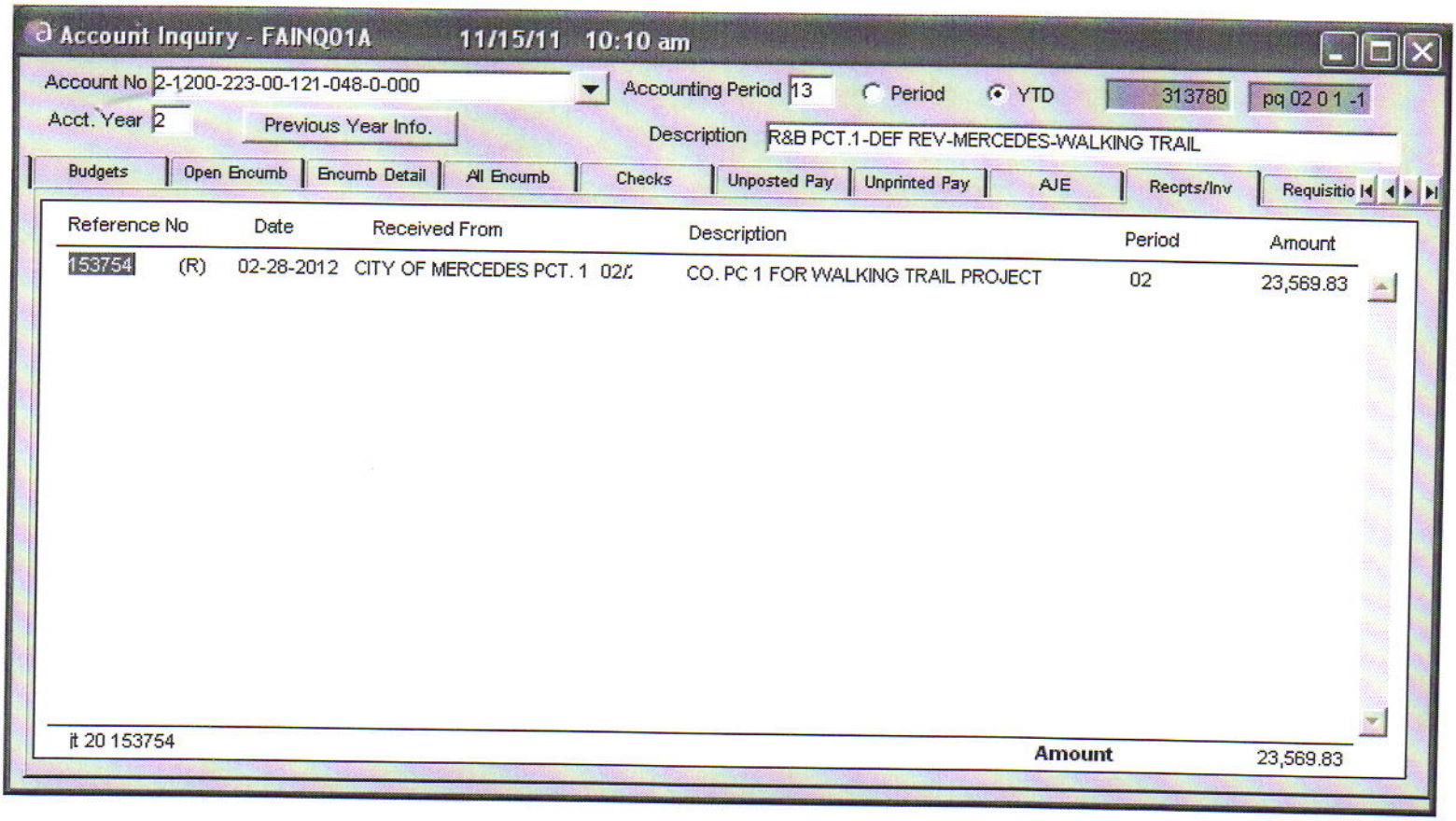
REASON:
Appropriation to fund Interlocal Cooperation Agreement Project for City of Mercedes Walking Trail Reconstruction approved by CC on 1/31/12 AI-30739. $23,569.83 was receipted to 2-1200-223-00-121-048-0-000 on 3/28/12

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK


Account Inquiry - FAINQ01A 11/15/11 10:10 am
Account No 2-1200-223-00-121-048-0-000
Accounting Period 13
Period
YTD
313780
pq 02 0 1 -1
Acct. Year 2
Previous Year Info.
Description R&B PCT.1-DEF REV-MERCEDES-WALKING TRAIL
Budgets
Open Encumb
Encumb Detail
All Encumb
Checks
Unposted Pay
Unprinted Pay
AJE
Recpts/Inv
Requisitio
Reference No
Date
Received From
Description
Period
Amount
153754 (R) 02-28-2012 CITY OF MERCEDES PCT. 1 02/ CO. PC 1 FOR WALKING TRAIL PROJECT 02 23,569.83
it 20 153754
Amount
23,569.83

AI-31213 **21. A. 2.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Precinct# 4

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #4 Rd. Maint. & Drainage Improvement Project (1200):
Approval of 2012 appropriation of funds into Precinct #4 Rd. Maint. (program 007 - $56,050.77) & Drainage Improvement Project (program 036 - $38,015.31) in the total amount of $94,066.08 (Reimbursement from HCDD#1 for Edinburg Lake).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding available in Pct# 4 fund balance.

Approval of 2012 appropriation of funds in the amount of $94,006.08 into Pct #4 Rd Maint. & Drainage Improvement Project (HCDD# 1 Edinburg Lake & J09 Ditch Project)

Revenue account# was 1-1200-341-50-124-001-0-000 HCDD#1 Drainage Revenue.

2011 Revenues rollover into Pct fund balance

Attachments

Appropriation
reference Revenues
receipt

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	02/24/2012 08:59 AM
Budget & Management	Merlen P. Munoz	02/24/2012 09:23 AM
Olga Garza	Monica Badillo	02/24/2012 10:41 AM
Manuel Chapa (Originator)	Manuel Chapa	02/24/2012 10:45 AM
Budget & Management	Merlen P. Munoz	02/24/2012 10:54 AM
Olga Garza	Olga Garza	02/24/2012 01:51 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Manuel Chapa Started On: 02/23/2012 03:36 PM

Final Approval Date: 03/09/2012

DATE: March 13, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz - Budget Officer

DEPARTMENT NAME: Department of Budget and Management for Pct# 4

AI# 31213

ACCOUNT NUMBER: 2-1200-431-00-124-0XX-0-XXX

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
Program 007		
2-1200-431-00-124-007-0-626	Pct 4 Rd Maint. - Gasoline/Diesel	20,000.00
2-1200-431-00-124-007-0-672	Pct 4 Rd Maint. - Equip & Veh R&M Supplies	6,000.00
2-1200-431-00-124-007-0-731	Pct 4 Rd Maint. - Roads	30,050.77
Program 036		
2-1200-431-00-124-036-0-113	Pct 4 Drain Imprv Prj - Reg F/T Employees	26,177.00
2-1200-431-00-124-036-0-211	Pct 4 Drain Imprv Prj - Health Insurance	6,800.00
2-1200-431-00-124-036-0-212	Pct 4 Drain Imprv Prj - Life Insurance	30.00
2-1200-431-00-124-036-0-220	Pct 4 Drain Imprv Prj - FICA	1,740.00
2-1200-431-00-124-036-0-230	Pct 4 Drain Imprv Prj - Retirement	3,126.00
2-1200-431-00-124-036-0-250	Pct 4 Drain Imprv Prj - Unemployment Comp.	142.31
	TOTAL BUDGET INCREASE (DECREASE)	94,066.08

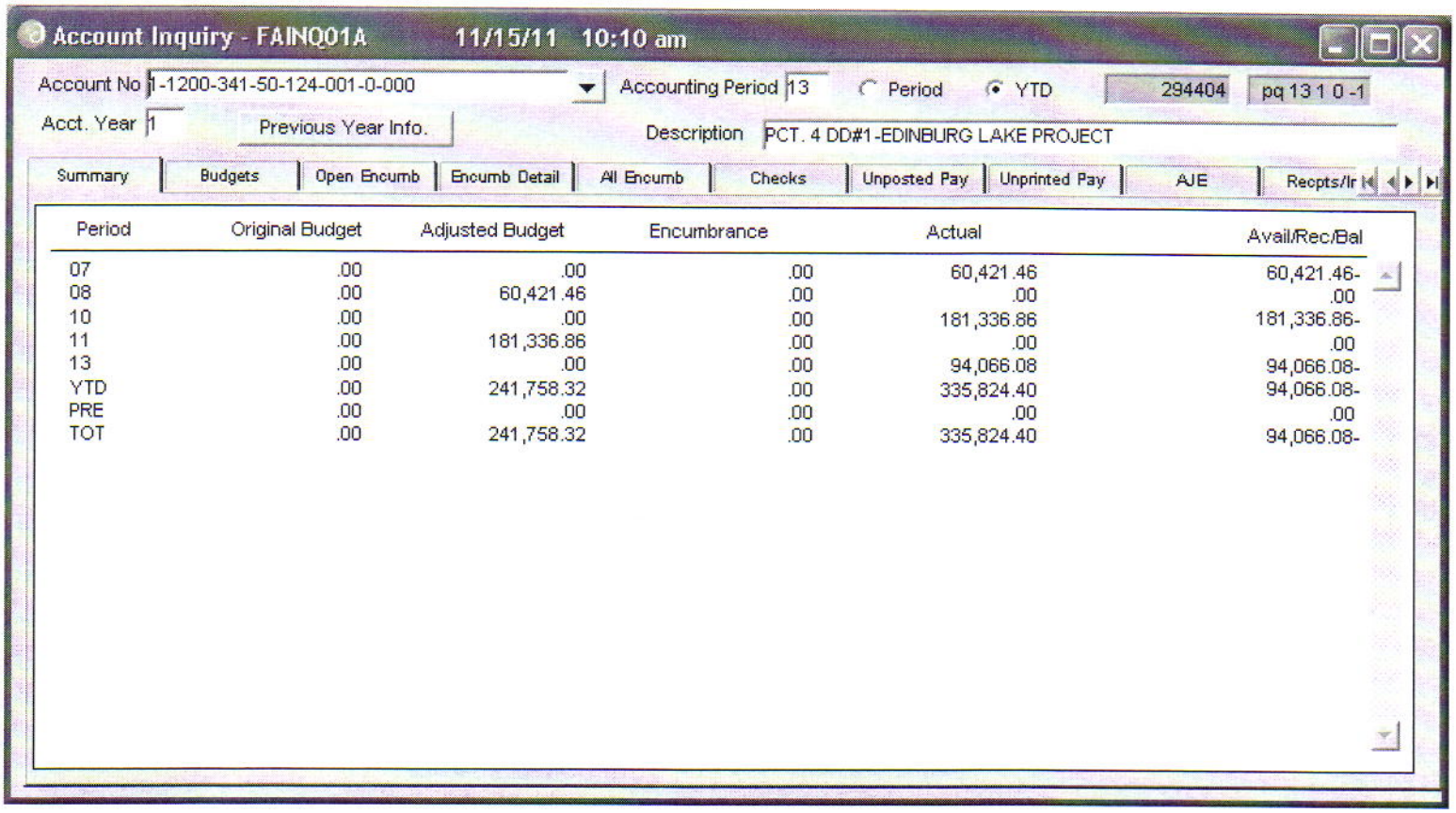
REASON: To appropriate funding for Pct 4 Rd Maintenance & Drainage Improvement Project to cover Precinct day to day expenses & Drainage Improvement Project Salaries (prog 036). Reimb. From HCDD #1 to Pct #4 for work done on Edinburg Lake Project & J09 Ditch Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK


Account Inquiry - FAINQ01A 11/15/11 10:10 am
Account No 1-1200-341-50-124-001-0-000
Accounting Period 13
Period
YTD
294404
pq 13 1 0 -1
Acct. Year 1
Previous Year Info.
Description PCT. 4 DD#1-EDINBURG LAKE PROJECT
Summary
Budgets
Open Encumb
Encumb Detail
All Encumb
Checks
Unposted Pay
Unprinted Pay
AJE
Recpts/Ir
Period Original Budget Adjusted Budget Encumbrance Actual Avail/Rec/Bal
07 .00 .00 .00 60,421.46 60,421.46-
08 .00 60,421.46 .00 .00 .00
10 .00 .00 .00 181,336.86 181,336.86-
11 .00 181,336.86 .00 .00 .00
13 .00 .00 .00 94,066.08 94,066.08-
YTD .00 241,758.32 .00 335,824.40 94,066.08-
PRE .00 .00 .00 .00 .00
TOT .00 241,758.32 .00 335,824.40 94,066.08-

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

Receipt No: 152296

Received From: PCT. 4 DRAINAGE #1 Date 12/28/11

1	09-06/10-02-2011 EDBG LAKE REIMB.	1-1200-132-50-124-001-0-000	84,764.74
2	10/03-06/2011 EDBG LAKE REIMB-FINAL	1-1200-132-50-124-001-0-000	9,301.34
		Total:	**94,066.08**

Check Total	94,066.08
Cash Total	.00
Credit Total	.00
Other Total	.00

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HCDD#1

HIDALGO COUNTY DRAINAGE DISTRICT #1

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

FIRST NATIONAL BANK
MEMBER FDIC
88-2141/1149

No. 014300

Check Date	Check No.	Amount
12/13/11	000012398	$94,066.08

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the General Fund

PAY

****Ninety Four Thousand Sixty Six and 08/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named.

Norma G. Garcia
COUNTY TREASURER

Lora Brown
FINANCIAL OFFICER

⑈000012398⑈ ⑆114921415⑆ ⑈00140202 70⑈

Payee HIDALGO COUNTY PCT. NO. 4 000012398

Account #: 12/13/2011

Invoice	Description	Amount
09-06/10-02-2011	EDINBURG LAKE REIMBURSEMENT	$84,764.74
10/03-06/2011	EDINBURG LAKE REIMBURSEMENT-FINAL	$9,301.34

Deposit into Acct#

1-1200-132-50-124-001-0-000

Total : $94,066.08

NEW 9/19/12

		HCDD #1 Work at Edinburg Lake Project				
		Reimbursment Sheet				
			Date: 9/6/11 to 10/2/11			
Week	**Fuel**		**Labor**		**Equipment**	
	# of Gallons	**Gal x Fuel**	**Hours**	**Hrs x Salary**	**Excavator 30**	**Equipment x Rate**
9/6/11 -- 9/11/11	145.5	$447.97	60	$1,648.80	N/A	
9/12/11 -- 9/18/11	321.4	$989.55	70	$1,923.60	N/A	
9/19/11 -- 9/25/11	368	$1,133.03	70	$1,923.60	N/A	
9/26/11 -- 10/2/11	352	$1,083.77	70	$1,923.60	N/A	
		$0.00	0	$0.00	N/A	
	# of Gallons	**Gal. x Fuel**	**Hours**	**Hrs x Salary (lg)**	**D6N Dozzer**	**Equipment x Rate**
9/8/11 - 9/11/11	124	$381.78	40	$1,099.20	26.7	$1,441.80
9/16/11 -- 9/18/11	48	$147.78	30	$824.40	23.9	$1,290.60
9/23/11 -- 9/25/11	81.2	$250.00	30	$824.40	23.1	$1,247.40
9/26/11 -- 9/29/11	34	$104.68	36	$989.28	23.5	$1,269.00
		$0.00	0	$0.00		$0.00
	# of Gallons	**Gal. x Fuel**	**Hours**	**Hrs x Salary (jm)**	**D6N Dozzer**	**Equipment x Rate**
9/6/11 -- 9/7/11	64	$197.05	20	$411.20	17.6	$950.40
9/12/11 - 9/15/11	103	$317.12	40	$822.40	36.9	$1,992.60
9/19/11 -- 9/22/11	95	$292.49	40	$822.40	34.6	$1,868.40
		$0.00	0	$0.00		$0.00
		$0.00	0	$0.00		$0.00
	# of Gallons	**Gal. x Fuel**	**Hours**	**Hrs x Salary**	**Trucks (4)**	**Equipment x Rate**
9/6/11 -- 9/11/11	328	$1,078.75	219	$4,257.36	219	$6,186.75
9/12/11 -- 9/18/11	502	$1,652.02	298	$5,793.12	298	$8,418.50
9/19/11 -- 9/25/11	453	$1,489.87	278	$5,404.32	278	$7,853.50
9/26/11 -- 10/2/11	320	$1,052.44	263.15	$5,115.64	263.15	$7,433.99
		$0.00	0	$0.00		$0.00
	# of Gallons	**Gal x Fuel**	**Hours**	**Hrs x Salary**	**Excavator PD8**	**Equipment x Rate**
10/1/11 - 10/2/11		$0.00	20	$411.20	Loader # 20	
		$0.00	0	$0.00		$0.00
		$0.00	0	$0.00		$0.00
		$0.00	0	$0.00		$0.00
		$0.00	0	$0.00		$0.00
TOTALS		**$10,617.30**		**$34,194.51**		**$39,952.93**
GRAND TOTAL	**$84,764.74**					

		HCDD #1 Work at JO9 Ditch Project				
		Reimbursment Sheet				
			Date: 10/3/11 to 10/6/11			
Week	Fuel		Labor		Equipment	
	# of Gallons	Gal x Fuel	Hours	Hrs x Salary	Excavator 30	Equipment x Rate
10/3/11 - 10/6/11	249.8	$769.11	40	$1,099.20	N/A	
		$0.00		$0.00	N/A	
		$0.00		$0.00	N/A	
		$0.00		$0.00	N/A	
		$0.00		$0.00	N/A	
	# of Gallons	Gal. x Fuel	Hours	Hrs x Salary (lg)	D6N Dozzer	Equipment x Rate
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
	# of Gallons	Gal. x Fuel	Hours	Hrs x Salary (jm)	D6N Dozzer	Equipment x Rate
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
	# of Gallons	Gal. x Fuel	Hours	Hrs x Salary	Trucks (4)	Equipment x Rate
10/3/11 - 10/6/11	230	$756.45	140	$2,721.60	140	$3,955.00
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
		$0.00		$0.00		$0.00
	# of Gallons	Gal x Fuel	Hours	Hrs x Salary	Buggys (2)	Equipment x Rate
		$0.00		$0.00		$0.00
		$0.00	0	$0.00		$0.00
		$0.00	0	$0.00		$0.00
		$0.00	0	$0.00		$0.00
		$0.00	0	$0.00		$0.00
TOTALS		$1,525.54		$3,820.80		$3,955.00
GRAND TOTAL	$9,301.34					

AI-31199 **21. A. 3.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Pct #4 - Drainage Impr. Proj.

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #4 Drainage Improvement Project (1200):
Approval of 2012 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of $120,527.42 (Labor Reimbursements - November & December 2011).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-036-0-XXX

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

BUDGETARY IMPACT:

Funding available in Pct# 4 fund balance.

Approval of 2012 appropriation of funds in the amount of $120,527.42 into Pct #4 Drainage Improvement Project (Labor Reimbursements - November & December 2011)

Revenue account# was 1-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues
Revenues rollover into Pct fund balance

Attachments

appropriation 1200 036

reference Revenues

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	02/23/2012 03:26 PM
Budget & Management	Merlen P. Munoz	02/23/2012 03:43 PM
Olga Garza	Olga Garza	02/24/2012 01:41 PM
Purchasing Department	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Manuel Chapa Started On: 02/23/2012

Final Approval Date: 03/09/2012

DATE: February 23, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME:

AI# 31199

Dept. of Budget & Mgmt. for - Pct# 4
Drainage Improvement Project

ACCOUNT NUMBER: 2-1200-431-00-124-036-0-XXX

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-124-036-0-113	Pct 4 Drain Imprv Prj	Reg F/T Employees	93,117.63
2-1200-431-00-124-036-0-211	Pct 4 Drain Imprv Prj	Health Insurance	10,478.96
2-1200-431-00-124-036-0-212	Pct 4 Drain Imprv Prj	Life Insurance	144.65
2-1200-431-00-124-036-0-220	Pct 4 Drain Imprv Prj	FICA	7,156.23
2-1200-431-00-124-036-0-230	Pct 4 Drain Imprv Prj	Retirement	9,152.98
2-1200-431-00-124-036-0-250	Pct 4 Drain Imprv Prj	Unemployment Comp	476.97
TOTAL BUDGET INCREASE (DECREASE)			$ 120,527.42

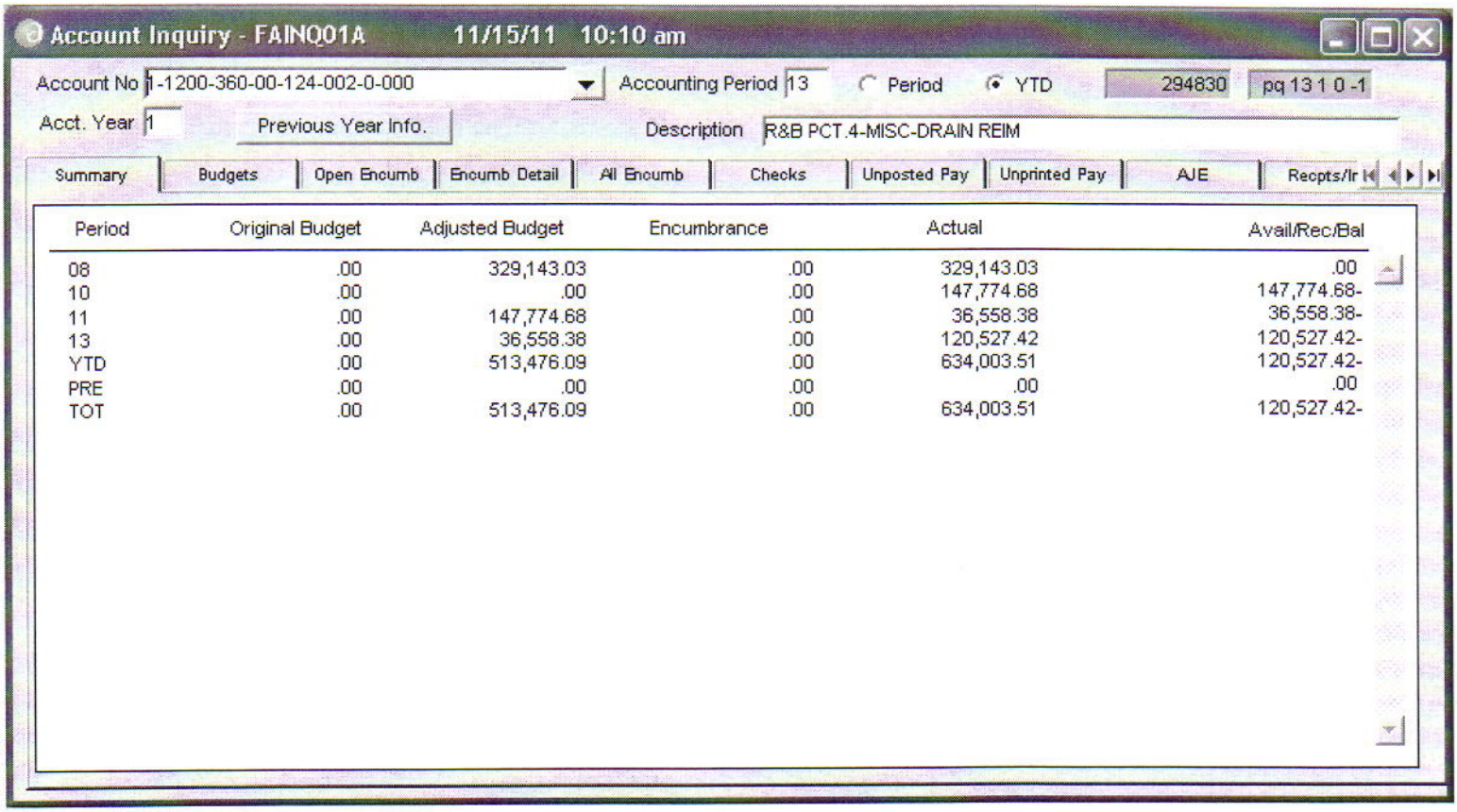
REASON: Appropriation of funds for Pct 4 Drainage Improvement Project - Labor Reimbursements November and December 2011 (PP #22-26). Appropriation from Pct fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
08	.00	329,143.03	.00	329,143.03	.00
10	.00	.00	.00	147,774.68	147,774.68-
11	.00	147,774.68	.00	36,558.38	36,558.38-
13	.00	36,558.38	.00	120,527.42	120,527.42-
YTD	.00	513,476.09	.00	634,003.51	120,527.42-
PRE	.00	.00	.00	.00	.00
TOT	.00	513,476.09	.00	634,003.51	120,527.42-

AI-31302 **21. A. 4.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Sergio Cruz

Department: BUDGET & MANAGEMENT

Information

CAPTION

Courthouse Security (1241):
Approval of 2012 appropriation of funds for Courthouse Security in the amount of $2,900.00 to fund police supply expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1241-421-23-115-044-0-611

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $2,900.00 from Fund 1241 fund balance. Available balance as of 3/1/12 $7,519.77.

Attachments

APPROPRIATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 11:43 AM
Sylvia Solis	Sylvia Solis	03/01/2012 01:26 PM
Auditor's Office	Arcilia Duran	03/07/2012 02:00 PM
Purchasing Department	Marty Salazar	03/07/2012 04:06 PM

Form Started By: Erika Zamora Started On: 03/01/2012 11:15 AM

Final Approval Date: 03/07/2012

DATE: March 13, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management
for Courthouse Security (Fund 1241)

ACCOUNT NUMBER: 2-1241-421-23-115-044-0-611

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

Contact: Erika Zamora
Ph#: 292-7025 Ext. 5416

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 NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
2-1241-421-23-115-044-0-611	Courthouse Security-Police Supplies	$ 2,900.00
	TOTAL BUDGET INCREASE (DECREASE)	**2,900.00**

REASON:

Appropriation to fund 4 quarterly reports & 4 film badges from Atomic Energy Industrial Laboratories and other anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-31247 **22. A. 4.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Marty Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Recommending bid award and approval of contract document to the lowest and most advantageous bidder meeting all specifications and/or requirements for: Hidalgo County "Service/Repair & Maintenance of County Generators" RFB No. 2011-297-12-14-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Available balance of $164,825.56 as of 03/09/12. This is a countywide contract to be paid from the Facilities Mgmt G/F budget.

Services are on an "as needed" basis.

Attachments

Tab Sheet

Vendors Participation

Loftin Equip Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/07/2012 03:57 PM
Budget & Management	Merlen P. Munoz	03/07/2012 04:30 PM
Rosalinda Cantu	Rosie Cantu	03/09/2012 11:48 AM
Auditor's Office	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Moises Salazar Started On: 02/28/2012

Final Approval Date: 03/09/2012

Hidalgo County Purchasing Department
BID TABULATION

Hidalgo County
Service/Repair and Maintenance to County Generators
2011-297-12-14-MSS

No.	Generator Descriptions:	LOFTIN EQUIPMENT INC. PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE	HOLT CAT PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
1	Caterpillar (3304 Cat) -County Courthouse	Omit						$ 295.00	$ 640.00	$ 2,420.00	$ 795.00	$ 150.00	$ 150.00
2	Generac Power System -IT at County Courthouse	$ 135.00	$ 245.00	$ 710.00	$ 230.00		$ 125.00	$ 295.00	$ 425.00	$ 1,775.00	$ 795.00	$ 150.00	$ 150.00
3	Generac Power System -New Admin #1	$ 180.00	$ 580.00	$ 1,995.00	$ 425.00		$ 125.00	$ 295.00	$ 1,375.00	$ 4,995.00	$1,150.00	$ 150.00	$ 150.00
4	Generac Power System -New Admin #2	$ 180.00	$ 580.00	$ 1,995.00	$ 425.00		$ 125.00	$ 295.00	$ 1,375.00	$ 4,995.00	$1,150.00	$ 150.00	$ 150.00
5	Caterpillar (Portable Unit) XQ30 -Health Dept Central Office	$ 135.00	$ 270.00	$ 1,160.00	$ 230.00		$ 125.00	$ 295.00	$ 425.00	$ 1,775.00	$ 795.00	$ 150.00	$ 150.00
6	Olympian (D50P3) -Health Dept Central Office	$ 145.00	$ 285.00	$ 1,000.00	$ 235.00		$ 125.00	$ 295.00	$ 495.00	$ 1,985.00	$ 795.00	$ 150.00	$ 150.00
7	Olympian (D200P3) -Health Dept Central Office	$ 170.00	$ 445.00	$ 1,530.00	$ 310.00		$ 125.00	$ 295.00	$ 640.00	$ 2,420.00	$ 895.00	$ 150.00	$ 150.00
8	Kohler Power System -Juvenile Justice Cntr	$ 180.00	$ 670.00	$ 2,185.00	$ 425.00		$ 125.00	$ 295.00	$ 1,375.00	$ 4,995.00	$1,150.00	$ 150.00	$ 150.00
9	MQ Multi Quip -Restitution Cntr	$ 90.00	$ 155.00	$ 490.00	$ 190.00		$ 125.00	$ 295.00	$ 495.00	$ 1,985.00	$ 795.00	$ 150.00	$ 150.00
10	Kohler Power System -Former Juvenile Probation	$ 145.00	$ 285.00	$ 855.00	$ 240.00		$ 125.00	$ 295.00	$ 495.00	$ 1,985.00	$ 795.00	$ 150.00	$ 150.00
11	Generac -Facilities Mgmt (Spare system)	$ 135.00	$ 365.00	$ 1,175.00	$ 230.00		$ 125.00	$ 295.00	$ 495.00	$ 1,985.00	$ 795.00	$ 150.00	$ 150.00
12	Caterpillar -Precinct No. 4 Administration Bldg.	$ 135.00	$ 300.00	$ 1,405.00	$ 250.00		$ 125.00	$ 295.00	$ 595.00	$ 2,285.00	$ 795.00	$ 150.00	$ 150.00
13	Generac -Precinct No. 3 Multi Purpose Center	$ 135.00	$ 405.00	$ 1,390.00	$ 260.00		$ 125.00	$ 295.00	$ 595.00	$ 2,285.00	$ 795.00	$ 150.00	$ 150.00
14	Generac -Precinct No. 3 Meeting Hall-Pavilion	$ 135.00	$ 405.00	$ 1,295.00	$ 245.00		$ 125.00	$ 295.00	$ 640.00	$ 2,420.00	$ 795.00	$ 150.00	$ 150.00
15	Caterpillar -Health Dept -Pharr Clinic at Pct. 2 New Admin. Bldg.	$ 145.00	$ 360.00	$ 1,435.00	$ 270.00		$ 125.00	$ 295.00	$ 640.00	$ 2,420.00	$ 795.00	$ 150.00	$ 150.00
	ADDITIONAL GENERATORS												
16	0-100 KW							$ 295.00	$ 595.00	$ 2,285.00	$ 795.00	$ 150.00	$ 150.00
17	101-150 KW							$ 295.00	$ 640.00	$ 2,420.00	$ 795.00	$ 150.00	$ 150.00
18	151-200 KW							$ 295.00	$ 640.00	$ 2,420.00	$ 795.00	$ 150.00	$ 150.00
19	201-300 KW							$ 295.00	$ 700.00	$ 2,520.00	$ 895.00	$ 150.00	$ 150.00
20	301-400 KW							$ 295.00	$ 800.00	$ 2,620.00	$ 895.00	$ 150.00	$ 150.00
21	401-500 KW							$ 295.00	$ 900.00	$ 2,720.00	$ 895.00	$ 150.00	$ 150.00
22	501-600 KW							$ 295.00	$ 1,000.00	$ 2,820.00	$ 895.00	$ 150.00	$ 150.00

Initial Assessment	$0.00	$295.00
Mark up rates for Parts	20%	50%
Technician Fees Normal Hours	$90.00 hr	$107.00
Technician Fees After Hours	$135.00 hr	$160.50

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

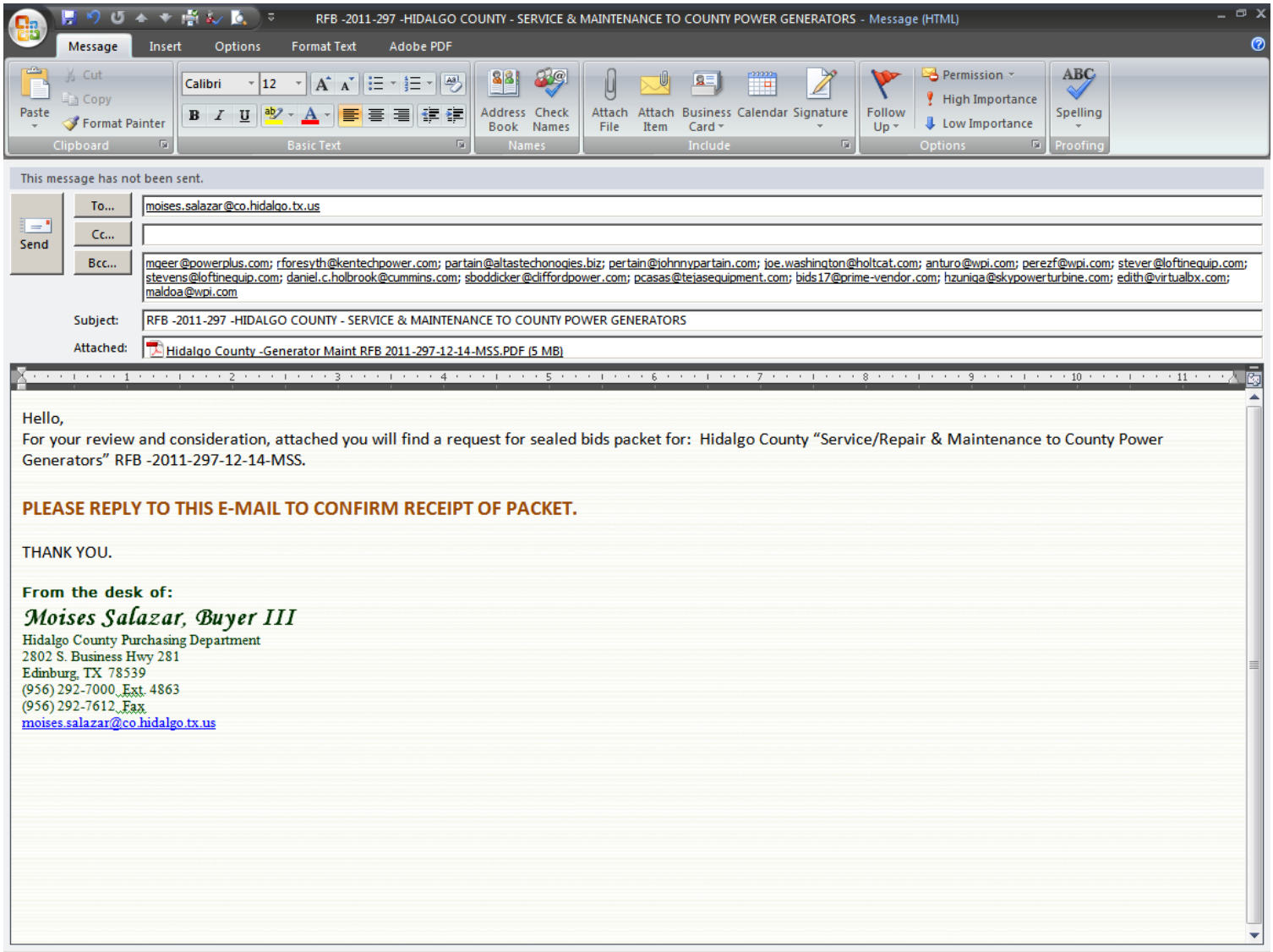
RFB-RFP-RFQ

BID OPENING DATE: December 14, 2011 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY-
"SERVICE/REPAIRS & MAINTENANCE TO COUNTY POWER GENERATORS"
BID NO.: 2011-297-12-14-MSS

NAME OF VENDOR: COMPANY/FIRM ADDRESS	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT –OR E-MAIL ADDRESS	DATE	PHONE, FAX NO
1.Altas Technologies **Attn: Johnny Partain** 7020 N. 16th St. McAllen, Texas 78504	EMAIL	partain@altastechonogies.biz pertain@johnnypartain.com	11/23/11	956-240-1821 Ph 956-687-4966 fax
2. Holt Power Systems **Attn: Joe Washington** 1320 S. 25th Ave. Edinburg, Texas 78539	EMAIL	joe.washington@holtcat.com	11/23/11	210-648-1111 PH 210-648-8452 FAX
3. Waukesha Pearce WPI 9000 N. IH 35 New Braunsfels, Texas 78130 **Attn: Robert Amtu, Frank Perez, and Alex Maldonado**	EMAIL	anturo@wpi.com perezf@wpi.com maldoa@wpi.com	11/23/11	512-353-5595 ph 956-386-0107 956-386-0475 956-246-1509 (Perez -Cell) 956-279-7946 (Alex Maldonado)
4.Loftin Equipment 4728 Cotton Belt Dr. San Antonio, Texas 78218 **Attn: Steven Stewart**	EMAIL	stever@loftinequip.com stevens@loftinequip.com	11/23/11	210-881-1623 PH 1-210-870-0974
5. Operations Manager Cummins Southern Plains, Ltd. 6226 Pan Am Expressway N. San Antonio, TX 78218 **Attn: Daniel Holbrook**	EMAIL	daniel.c.holbrook@cummins.com	11/23/11	800-364-4884 Phone: 210-655-5420 Fax: 210-655-3865 Cell: 210-219-3297
6. Clifford Power Systems **Attn: Scott M. Boddicker** Troy Kelley (512) 965-9455	EMAIL	sboddicker@cliffordpower.com tkelley@cliffordpower.com	11/23/11	210-913-8837 mobile 210-333-0377 office 210-653-7121 fax
7. Tejas Equipment Rental Peter M. Casas	EMAIL	pcasas@tejasequipment.com	11/23/11	956-682-1212 Office
8. Prime Vendor Inc 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Attn: Iesha Clinton	EMAIL	bids17@prime-vendor.com	11/23/11	Phone: 800 746-9554 Fax: 800 746-8307
9. Sky Power Turbine Industries, Inc. Attn: Hector Zuniga	E-MAIL	hzuniga@skypowerturbine.com	11/23/11	Office: 972.878.5017 Mobile: 214.263.2946
10. Virtual Builder's Exchange ***Attn: Edith Carmona*** 4047 Naco-Perrin Ste. 100 San Antonio, TX 78217	E-MAIL	edith@virtualbx.com	11/23/11	(210) 918-1117 direct line (210) 564-6900 phone (210) 564-6902 fax
11. Power Plus! 4125 Hollister Street | Houston TX 77080 **Attn: Mike Geer, *Field Service Manager*** www.powerplus.com	E-MAIL	mgeer@powerplus.com	11/23/11	Mobile: 713.824.9128 Fax: 714.388.3808

NAME OF VENDOR: COMPANY/FIRM ADDRESS	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT –OR E-MAIL ADDRESS	DATE	PHONE, FAX NO
12. Kentech 7943 EastEvans San Antonio, TX Attn: Richard Foresyth, Sales Engineer	E-MAIL	**rforesyth@kentechpower.com**	11/23/11	210-946-2474 Ph 210-284-4771 Cell 210-946-2473 Fax
13. Mike Hightower | Research BidClerk http://www.bidclerk.com	E-MAIL	mhightower@bidclerk.com		312.380.4841 phone 312.275.7197 fax
14. **FSI - Energy Services*** **National Operations Center** Tim Kaucher National Accounts Manager Cell: 951-415-4725 Email: 14419 Veterans Way Moreno Valley, CA 92553 Website: www.fsienergyservices.com *A Division of Facility Shield International	E-MAIL	tim.kaucher@facilityshield.com	12/01/11	Office: 800-582-5028 Fax: 877-481-8098

***VIA: IN PERSON (IP), TELEPHONE REQUEST (TR), BIDDER LIST MAIL OUT (BLM), E-MAIL (EM) FACSIMILE (FAX), EMAIL REQUEST (ER)**


RFB -2011-297 -HIDALGO COUNTY - SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS - Message (HTML)
Message
Insert
Options
Format Text
Adobe PDF
Paste
Cut
Copy
Format Painter
Clipboard
Calibri
12
Basic Text
Address Book
Check Names
Names
Attach File
Attach Item
Business Card
Calendar
Signature
Include
Follow Up
Permission
High Importance
Low Importance
Options
Spelling
Proofing
This message has not been sent.
Send
To...
moises.salazar@co.hidalgo.tx.us
Cc...
Bcc...
mgeer@powerplus.com; rforesyth@kentechpower.com; partain@altastechonogies.biz; pertain@johnnypartain.com; joe.washington@holtcat.com; anturo@wpi.com; perezf@wpi.com; stever@loftinequip.com; stevens@loftinequip.com; daniel.c.holbrook@cummins.com; sboddicker@diffordpower.com; pcasas@tejasequipment.com; bids17@prime-vendor.com; hzuniga@skypowerturbine.com; edith@virtualbx.com; maldoa@wpi.com
Subject:
RFB -2011-297 -HIDALGO COUNTY - SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS
Attached:
Hidalgo County -Generator Maint RFB 2011-297-12-14-MSS.PDF (5 MB)
Hello,
For your review and consideration, attached you will find a request for sealed bids packet for: Hidalgo County "Service/Repair & Maintenance to County Power Generators" RFB -2011-297-12-14-MSS.
PLEASE REPLY TO THIS E-MAIL TO CONFIRM RECEIPT OF PACKET.
THANK YOU.
From the desk of:
Moises Salazar, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 292-7000, Ext. 4863
(956) 292-7612, Fax
moises.salazar@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-297-03-13

THIS CONTRACT is made and entered into this 13th day of March, 2012 by and between the **County of Hidalgo, Texas** ("County"), and Loftin Equipment Company ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, 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 **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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on March 13th, 2012 and expiring on March 12th, 2015. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	Loftin Equipment Company Attn: Steven Stewart, Jr 1241 Universal City Blvd. Universal City, TX 78141

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).

WITNESS our hands in duplicate originals this ____day of _____, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

Loftin Equipment Company

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

November 21, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Service/Repair and Maintenance of County Generators"**
Bid No: 2011-297-12-14-MSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"Service/Repair and Maintenance of County Generators"

Bid No: 2011-297-12-14-MSS

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of __8__ pages.**
3. **Exhibit "A" Specifications consisting of __9__ pages.**
4. **Exhibit "B" Bid Page consisting of __2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.**
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
8. **Draft Requirements Agreement consisting of __9__ pages.**
9. **Certification Regarding Debarment __1__ page.**

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

Martha L. Salazar, CPPB
Purchasing Agent

November 21, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
"Service/Repair and Maintenance of County Generators"

BID OPENING DATE:

December 14, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY – SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"** 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-2011-297-12-14-MSS HIDALGO COUNTY – "SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 14, 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 -2011-297-12-14-MSS HIDALGO COUNTY – "SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID-2011-297-12-14-MSS HIDALGO COUNTY "SERVICE/REPAIR AND MAINTENANCE OF COUNTY**

GENERATORS" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Facilities Management
  3100 S. Business 281
  P.O. Box 1356
  Edinburg, TX 78539
  ATTN.: Richard Sunday (956) 289-7850

17. Schedule of Events

Pre-Bid Conference, 2:00 PM	**November 29, 2011**
Bid Opening, 9:30 AM	**December 14, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 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. If the bidder is not incorporated with the 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 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 judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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
"SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"
BID No. -2011-297-12-14-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2011-297-12-14-MSS
RFB -SPECIFICATIONS

REQUIREMENTS/SPECIFICATIONS

Hidalgo County is seeking to contract with a vendor providing the most advantageous bid to the County to conduct all of Services/ Maintenance and Repairs of Generators on a Quarterly, Annually and/or Triennial basis as required for each generator here in listed.

Maintenance Services will be provided in accordance with the following specifications and manufacturer recommendations.

Bid price/fees must include service trip, all labor and materials to properly service and maintain as necessary, including but not limited to Load Bank Testing, Automatic Transfer, Megohmeter, Fuel, and Annual Preventive Maintenance Levels 1, 2, and 3.

The Generators to be maintained consists of the following:

#	Manu factor	KW/Voltage	Serial #	Model #	BUILDING	LOCATION
1	Caterpillar (3304Cat)	Volt: 240/480	5CA01537	SR-4	County Courthouse	100 N. Closner Edinburg, TX
2	Generac Power System	KVA: 25 Volt:120/240 /PH-1	4189450	0047460	County Courthouse –IT Room	100 N. Closner Edinburg, TX
3	Generac Power System	Amps' 800A Type –MD6	Unit A S/N: 2093252	MO63F800 8103541000	New Admin #1	2802 S. Business Hwy 281 Edinburg, TX
4	Generac Power System	Amps' 800A Type –MD6	Unit B S/N: 2093251	MO63F800 8103540600	New Admin #2	2802 S. Business Hwy 281 Edinburg, TX
5	Caterpirllar (Portable Unit) – XQ30	37.5 KVA	CAT00C33PN3X00273	XQ30-6	C.O. –Health Department	1304 S. 25 St. Edinburg, TX
6	Olympian	62.5 KVA 240/120/3PH	OLY00000VNPF02045	D50P3	C.O. –Health Department	1304 S. 25 St. Edinburg, TX
7	Olympian	250 KVA 208/120/3PH	OLY00000jnn501958	D200P3	C.O. –Health Department	1304 S. 25 St. Edinburg, TX
8	Kohler Power System	KW:500 Volts: 480 3-PH	2085749	500 REZV8	Juvenile Justice Center	1001 N. Doolittle Rd. Edinburg, TX
9	MQ Multi Quip	120/240/1PH	5586850	D-A -7000SS	Restitution Center	1124 N. M. Road Edinburg, TX
10	Kohler Power System	RPM-1800 3 PH 75 KVA Diesel	386346 Spc-PA-205228-A	60R0ZJ81	Old Juvenile Detention Center	3100 S. Business Hwy 281 Edinburg, TX
11	Generac	KVA 40.0 Volt: 120/240/PH-1	2049892	99A04444-9	Facilities Management Spare System	3100 S. Business Hwy 281 Edinburg, TX
12	Caterpillar	KVA: 125 3-PH	CAT00C44CD4801521	D100-6	Precinct No. 4 Offices	1001 N. Doolittle Rd. Edinburg, TX
13	Generac 9/30/04	KVA: 100 KW: 80 Volt: 120/208/3PH	2079463	4451540100	Precinct No. 3 – Multiplex Center	724 North Breyfogle P.O. Box 607 Mission, TX 78572
14	Generac	KVA: 188 KW: 150 Voltage: 120/240/3PH	2103222	11174000200	Precinct No. 3 - Pavilion	Mission, TX

15	Caterpillar	KW=175.0 KVA=218.8 Volts 208/120 3-HP	Cat 00C66TN6 D01644	D175-2	Pct. 2 Pharr Clinic	300 W Hall Acres Rd Suite B Pharr, TX 78577

GENERATOR'S LIST ADDITIONS AND DELETIONS

1. **Revisions to list may be made in the event a generator is added or deleted from the services.** Due to new generators becoming available during the term of this bid, listed generators may change.
2. Additional sites will be priced based on Kilo Watts as listed on Exhibit B.

REQUIREMENTS

1. Participants must be authorized factory trained by generator manufacturer and certified to work on at least one of the following listed equipment and its switch gear (i.e. ISO Links, Zenith, ASCO series 300, Kohler (Detroit Diesel), and Generac SD 100-Mitsubish).

2. PARTS –For additional parts not included as preventive services parts, with previous approval from County Facilities Management, awarded vendor will be allowed to provide parts with a markup rate. Vendor must use genuine manufacturer parts (filters oil, air, diesel, and misc. parts) as first option and equal or better.

3. At the time of submission of invoices to the Hidalgo County, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verification of mark up rate.

4. Awarded vendor must be able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

5. Technicians must be available (24) twenty–four hours (7) seven days a week.

6. Vendors must provide the following with proposal:

    a) A technician fee on an "As needed basis" per hour (normal hours and after hours).

    b) Percentage mark up rate for parts for related preventive services repairs.

TERMS & CONDITIONS

1. All costs and expenses associated with the preparation and submission of (proposal, proposals and / or quotes) shall be responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY**.

2. **The term of the contract** will be for three (3) years. Bid price should remain firm thru the term of the contract including any extensions.

3. Hidalgo County reserves the right to continue this proposal for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term.

4. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

5. Hidalgo County reserves the right to award the proposal to the proposer submitting the most advantageous response meeting all requirements and specifications.

6. Hidalgo County reserves the right to award by line item or on an "all or none basis".

7. Vendor shall provide maintenance services at no additional cost other than stated on Exhibit "B" for normal maintenance and repair.

7. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

8. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

9. Hidalgo County has the authority to utilize other State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to hold proposals for a period of ninety (90) days without taking any action.

11. After bid is awarded, if awarded bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low proposer. In such event, County shall charge the awarded bidder the difference for any additional cost of such item.

MAINTENANCE AND SERVICES

The awarded vendor will conduct an initial assessment of generator's current conditions. This assessment should be included as a line item in the proposal.

The awarded vendor will propose a preventive maintenance schedule for each generator based on assessment result.

Proposal should be based on the following schedule of preventive maintenance services:

PM LEVEL 1 Services are recommended Quarterly
PM LEVEL 2 Services are Recommended Annually
PM LEVEL 3 Services are Recommended every Three (3) years
TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
LOAD BANK TESTING Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance

PM LEVEL 1 – Services are recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDICTION and EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination.
- Visual inspect unit for leaks.

- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance
PM LEVEL 2 Services are Recommended Annually
(Includes all services Level 1 -Inspection, as well as the following).

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance

PM LEVEL 3 Services are Recommended every Three (3) years

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

LOAD BANK TESTING Recommended Annually (Required annually for most applications)
(SEE NFPA 110 & NFPA 99)

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

FUEL ANALYSIS – Recommended Annually

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt Min Max	D445	1.3 2.4	1.3 2.4	1.9 4.1	1.9 4.1	5.5 24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of the following: 1.) Cetain index min 2.)Aromaticity, % vol, max	 D976 D1319	 40 35		 40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in proposal prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

PRE-BID MEETING:

A pre-proposal meeting has been scheduled to be held on **Tuesday, November 29, 2011 at 2:00 pm** in the conference room of the Hidalgo County Purchasing Department, 2802 South Business Hwy 281, Edinburg, TX.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, proposals, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us OR VIA FACSIMILE TO (956) 318-2629, NO LATER THAN, WEDNESDAY, November 30, 2011, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, **FRIDAY, December 02, 2011 BY 5:00 P.M.**

EXHIBIT "B"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2011-297-12-14-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

Initial Assessment: $_____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

#	DESCRIPTION OF GENERATORS	AMOUNTS PER TRIP					
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
1	Caterpillar (3304Cat)						
2	Generac Power System						
3	Generac Power System						
4	Generac Power System						
5	Caterpirllar (Portable Unit) –XQ30						
6	Olympian						
7	Olympian						
8	Kohler Power System						
9	MQ Multi Quip						
10	Kohler Power System						
11	Generac						
12	Caterpillar						
13	Generac 9/30/04						
14	Generac						
15	Caterpillar						
Additional Generators							
16	0-100 KW						
17	101-150 KW						
18	151-200 KW						
19	201-300 KW						
20	301-400 KW						
21	401-500 KW						
22	501-600 KW						

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

Mark up rate for parts_____%

D. Additional Services Technician Fee:

1. Normal Hours $ _____ (specify hours) _____ to _____

2. After Hours $ _____ (specify hours) _____ to _____

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
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)	$
					PERS & ADV INJURY	$
					RAL 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 LIABILIT**				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: _____.
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

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.

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:

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

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-297-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 2011 by and between the **County of Hidalgo, Texas** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, 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 **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

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Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on _____, 201__ and expiring on _____, 201__, Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

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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.

DRAFT

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

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

14. This Agreement may be terminated by 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

DRAFT

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).

DRAFT

WITNESS our hands in duplicate originals this ____day of _____, 201__.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

_____

By:_____
Printed Name: _____
Title:_____

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EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2011-297-12-14-MSS
RFB –BID PAGE

OPENED 10:14

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

12/4/14 Witnessed

Initial Assessment: $ 0 per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

#	DESCRIPTION OF GENERATORS	AMOUNTS PER TRIP					
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
1	Caterpillar (3304Cat)	omit	omit	omit	omit		omit
2	Generac Power System	135	245	710	230		125
3	Generac Power System	180	580	1995	425		125
4	Generac Power System	180	580	1995	425		125
5	Caterpirllar (Portable Unit) –XQ30	135	270	1160	230		125
6	Olympian	145	285	1000	235		125
7	Olympian	170	445	1530	310		125
8	Kohler Power System	180	670	2185	425		125
9	MQ Multi Quip	90	155	490	190		125
10	Kohler Power System	145	285	855	240		125
11	Generac	135	365	1175	230		125
12	Caterpillar	135	300	1405	250		125
13	Generac 9/30/04	135	405	1390	260		125
14	Generac	135	405	1295	245		125
15	Caterpillar	145	360	1435	270		125
Additional Generators							
16	0-100 KW						
17	101-150 KW						
18	151-200 KW						
19	201-300 KW						
20	301-400 KW						
21	401-500 KW						
22	501-600 KW						

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

OPENED 10:19 12/14/11 Witnessed

Mark up rate for parts 20 %

D. Additional Services Technician Fee:

1. Normal Hours $ 90 (specify hours) 8a.m. to 5p.m.
2. After Hours $ 135 (specify hours) 5p.m. to 8a.m.

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: Loftin Equipment Co., Inc.
ADDRESS: 1241 Universal City Blvd.
CITY/STATE/ZIP CODE: Universal City, TX 78141
PHONE & FAX NO'S: phone: 210-881-1623 fax: 210-881-2143
CELLULAR NO: 210-870-0974
E-MAIL ADDRESS: steven5@loftinequip.com
AUTHORIZED SIGNATURE:
PRINTED NAME: Steven Stewart, Jr.
TITLE Service Sales

EXHIBIT "C"

INSURANCE REQUIREMENTS

OP ID: NL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Webb & Greer Ins Agency, Inc. 301 W Warner Rd #113 Tempe, AZ 85284 Benjamin A. Greer, CIC, CPCU 480-820-4040 480-730-1191	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LOFTI-1
INSURED Loftin Equipment Company P O Box 6590 Phoenix, AZ 85005	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Travelers Property & Casualty 36161 INSURER B : Charter Oak Fire Ins Co 25615 INSURER C : Great American Ins Co 16691 INSURER D : INSURER E : INSURER F :

RECEIVED MAY 13 2011 By

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		6602933M232TIL12	05/01/11	05/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			8102933M232COF11	05/01/11	05/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $			TUU0190101	05/01/11	05/01/12	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is additional insured for general liability per form CGD246 8/05.

CERTIFICATE HOLDER

HIDAL-1

Hidalgo County
Attn: Purchasing Dept
2812 S Highway Bus. 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
Benjamin A Greer

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From:	Martha Salazar
To:	"Moises Salazar"
Subject:	FW: Contract -Service/Repair and Maintenance of Power Generators
Date:	Wednesday, March 07, 2012 1:30:23 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, March 07, 2012 1:17 PM
To: 'Martha Salazar'
Subject: RE: Contract -Service/Repair and Maintenance of Power Generators

The contract is fine but the vendor is missing workers compensation insurance.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 10:57 AM
To: scrain@atlashall.com
Cc: 'Moises Salazar'
Subject: FW: Contract -Service/Repair and Maintenance of Power Generators
Importance: High

Mr. Crain:
Please review, correct and comment as to form. Below, Mr. Salazar is stating that he used a previously approved form of agreement for this project.
Yours truly,
Marty Salazar

From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 8:22 AM
To: 'Martha Salazar'
Subject: Contract -Service/Repair and Maintenance of Power Generators

Good Morning Ms Marty,
Could you please forward the attached contract to Legal for review? The contract we are using is from a previously reviewed contract for the Generator Maintenance.
We are aiming for the Commissioners' Court Agenda of March 13, 2012 for acceptance.

THANK YOU.

From the desk of:
Moises Salazar, Buyer II
Hidalgo County Purchasing Department
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

AI-31220 **22. A. 5.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of proposals received from awarded vendor, Facility Solutions Group through the County's participation/membership with Buy Board for the following projects in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted;

Proj. #	Dept.	Project Description	Amount
2012-065A-MSS	Precinct No. 1	Lighting Retrofit to Prct. 1 Offices -Phase III	$74,958.36
2012-065B-MSS	Precinct No. 3	Lighting Retrofit to various Prct. 3 Buildings and Solar Powered Lighting for Parks and Colonias.	$202,262.30
2012-065C-MSS	Precinct No. 4	Lighting Retrofit to various Prct. 4 Buildings and Solar Powered Lighting for Colonias.	$83,095.12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**

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

BUDGETARY IMPACT:

Pct 1:
2-1287-431-00-121-098-3-671 -Pct 1 EECBG Phase III Lighting Retrofit to Pct 1 Offices (avail bal of $75,000.00 as of 3/9/12)

Pct. 3:
2-1287-431-00-123-087-3-671 LED/Retrofits $125,871.36 (pending Emergency Transfer JE# 20743 in the amount of $119,498.44)
2-1287-452-00-123-086-3-739 Park Efficient Lighting $45,366.48
2-1287-431-00-123-088-3-739 Solar Lights for Colonias $39,633.48

Pct. 4:
2-1287-431-00-124-080-3-671 $25,050.48 for Energy Efficient Lighting/Retrofits
2-1287-431-00-124-119-3-739 $69,025.84 for Solar Lights for Colonias
2-1200-431-00-124-007-0-739 PCT4 RD MAINT-OTHER STRUCTURES to cover $5,200.00 Pole Installation costs not covered by EECBG

Attachments

PCT 1 QUOTE FOR PHASE III
FSG Quotes -Pct 3 EECBG PROJ

FSG QUOTE -PCT 4 EECBG PROJ

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/09/2012 03:39 PM
Budget & Management	Erika Zamora	03/09/2012 03:50 PM
Dale Kennan	Dale Kennan	03/09/2012 04:49 PM
Auditor's Office	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Moises Salazar Started On: 02/24/2012 11:18 AM

Final Approval Date: 03/09/2012

FACILITYSOLUTIONSgroup

Quote# 2681377-00

585 South Padre Island Dr Corpus Christi, TX 78405
Rep: FSGL Political Sales 361-882-5
Cust# : 740525-0007
Ship to: Hidalgo County PCT. 1

1902 Joe Stephens Avenue
Weslaco, TX 78596

Accounts Payable
956-289-7851

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	Precinct One Quote	02/28/12

On all sums due FSG which have not been paid, Customer agrees to promptly pay a calculated service charge of 1.5% per month (not exceeding the highest amount lawfully allowed by contract in this state). If FSG commences litigation to collect payment of any amounts due, Customer agrees to pay reasonable attorneys' fees which may be due.

Hidalgo County PCT. 1

1902 Joe Stephens Avenue
Weslaco, TX 78596

VIA	SHIPPED	SHIP #
FSG Truck CC		

Precinct one
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	200010 - 4'LED Tube L 200010 - 4'LED Tube Ligh 15 Watt CWC 120/277V	750			EA	69.52	EA		52,140.00
1 Lines Total	Qty Shipped Total			750		Total			52,140.00
						Invoice Total			52,140.00

Special Order / Non-stock Acknowledgement
This order contains special order items which may not be returnable to the manufacturer or may require restock fees upon return. By signing this quote, customer verifies that this order contains complete specifications, options and accessories. Customer authorizes Facility Solutions Group to place the order and agrees to pay all freight charges incurred from the manufacturer as well as any restock fees and freight charges incurred if returned.

Signature _____ Printed Name _____ Date _____

Our pricing is based on the prices of lamps quoted to us from the lamp manufacturers. Due to rapidly rising industry increases in component material prices (rare earth oxides); our pricing is subject to increase by the same amount as incurred from the lamp manufacturer. We will provide you proof of any increase.

Invoice delivery is now available to your email address. It's fast, easy and environmentally responsible. To arrange for invoicing by email to one or more email addresses, email our Customer Support team at creditdept@fsgi.com.

Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

FACILITYSOLUTIONSgroup

Quote# 2682025-00

585 South Padre Island Dr Corpus Christi, TX 78405
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0007
Ship to: Hidalgo County PCT. 1

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	Quote	02/28/12

1902 Joe Stephens Avenue
Weslaco, TX 78596

Accounts Payable
956-289-7851

On all sums due FSG which have not been paid, Customer agrees to promptly pay a calculated service charge of 1.5% per month (not exceeding the highest amount lawfully allowed by contract in this state). If FSG commences litigation to collect payment of any amounts due, Customer agrees to pay reasonable attorneys' fees which may be due.

Hidalgo County PCT. 1

1902 Joe Stephens Avenue
Weslaco, TX 78596

VIA	SHIPPED	SHIP #
Sales Delivr		

BUY BOARD SENSOR 368-10
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	PW-100-W PW-100-W PIR White Wall Switch Occ Sensor 120/27	39			EA	59.84	EA		2,333.76
2	DT-305 DT-305 Dual Tech Occ Sen sor 24V Corner Mount 360	21			EA	132.00	EA		2,772.00
3	BZ-50 BZ-50 24VDC UNIV VOLT PW R PACK	38			EA	29.96	EA		1,138.48
4	WT-605 WT-605 24VDC WHT Ceiling Sensor Ultrasonic Sensor	7			EA	94.16	EA		659.12
5	WT-1105 WT-1105 24V Ultrasonic S ensor Ceiling Mount WH	1			EA	111.76	EA		111.76
6	WT-2255-W WT-2255 Ultrasonic Occup ancy Sensor 90 Linear Ft	9			EA	129.36	EA		1,164.24
7	UNIT LABOR INSTALLATI UNIT LABOR INSTALLATION WALL OCCUPANCY SENSOR	77			EA	115.00	EA		8,855.00

7 Lines Total Qty Shipped Total 192 Total 17,034.36
Invoice Total 17,034.36

Special Order / Non-stock Acknowledgement
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Signature Printed Name Date

Our pricing is based on the prices of lamps quoted to us from the lamp manufacturers. Due to rapidly rising industry increases in component material prices (rare earth oxides); our pricing is subject to increase by the same amount as incurred from the lamp manufacturer. We will provide you proof of any increase.

Invoice delivery is now available to your email address. It's fast, easy and environmentally responsible. To arrange for invoicing by email to one or more email addresses, email our Customer Support team at creditdept@fsgi.com.

Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

FACILITYSOLUTIONSgroup

Quote# 2682030-00

585 South Padre Island Dr Corpus Christi, TX 78405
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0007
Ship to: Hidalgo County PCT. 1

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	QUOTE	02/28/12

1902 Joe Stephens Avenue
Weslaco, TX 78596

Accounts Payable
956-289-7851

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Hidalgo County PCT. 1

1902 Joe Stephens Avenue
Weslaco, TX 78596

VIA	SHIPPED	SHIP #
FSG Truck CC		

RAB LED WALLPACK QUOTE
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	WPLED52 WPLED52 52W 5000K LED Br onze Wall Pack UNV	16			EA	329.00	EA		5,264.00
2	Unit labor exterior Unit labor exterior Lighting installation	8			EA	65.00	EA		520.00
2 Lines Total	Qty Shipped Total			24		Total			5,784.00
						Invoice Total			5,784.00

Special Order / Non-stock Acknowledgement
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Signature _____ Printed Name _____ Date _____

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Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

Pct. 3 Park Effecient Lighting Katarina Park

FACILITYSOLUTIONS group

2/14/12

December 14, 2011

Dr. Mona Parras
Hidalgo County – Precinct 3
724 N. Breyfogle
Mission, Texas 78574

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.

(2) SOL # SPM-300-CH-DOME-10' ARM-DTD Solar light system = $ 13,211.16
ON 37'DIRECT BURIAL ANSI 05-1 WOOD POLE x $ 6,605.58 EACH

(2) 24.1 HOURS PER POLE LABOR INSTALLATION QUOTE PER POLE
@ $ 65.00 PER HOUR X $ 1,566.50 = $ 3,133.00

TOTAL PROJECT COST WILL BE $ 16,344.16 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

FSG lighting 585 South Padre Island Drive > Corpus Christi, TX > 78405 > T 361-882-5685 > F 361-882-5691

FACILITYSOLUTIONS group

Park Lighting

February 24, 2012

Hidalgo County – Precinct 3 107 / Iowa

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.

(4) SOL # SPM-300-CH-DOME-10' ARM-DTD Solar light system = $ 26,422.32
ON 37'DIRECT BURIAL ANSI 05-1 WOOD POLE x $ 6,605.58 EACH

(4) 10.0 HOURS PER POLE LABOR INSTALLATION QUOTE PER POLE
@ $ 65.00 PER HOUR X $ 650.00 = $ 2,600.00

TOTAL PROJECT COST WILL BE $ 29,022.32 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

FSG lighting 585 South Padre Island Drive > Corpus Christi, TX > 78405 > T 361-882-5685 > F 361-882-5691

FACILITYSOLUTIONS group

Solar Lights for Colonias

February 24, 2012

Cuecitas / Los Ebanos

Hidalgo County – Precinct 3

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.

(6) SOL # SPM-300-CH-DOME-10' ARM-DTD Solar light system ON 37'DIRECT BURIAL ANSI 05-1 WOOD POLE x $ 6,605.58 EACH = $ 39,633.48 ✓ EECBG

(6) 10.0 HOURS PER POLE LABOR INSTALLATION QUOTE PER POLE @ $ 65.00 PER HOUR X $ 650.00 = $ 3900.00 Pct. 3 Funds

TOTAL PROJECT COST WILL BE $ 43,533.48 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

FSG lighting 585 South Padre Island Drive > Corpus Christi, TX > 78405 > T 361-882-5685 > F 361-882-5691

Retrofit

FACILITYSOLUTIONSgroup

Quote# 2574784-00

585 South Padre Island Dr Corpus Christi, TX 78405
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0002
Ship to: Hidalgo County Precinct 3

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
dr.parras	Anzalduas Pavillions	02/28/12

Dr. Mona Parras
Mission, TX 78574

Anzalduas / Bathroom

On all sums due FSG which have not been paid, Customer agrees to promptly pay a calculated service charge of 1.5% per month (not exceeding the highest amount lawfully allowed by contract in this state). If FSG commences litigation to collect payment of any amounts due, Customer agrees to pay reasonable attorneys' fees which may be due.

Hidalgo County Facilities Mgmt
Attn: Accounts Payable
P.O. Box 1356
Edinburg, TX 78539

VIA	SHIPPED	SHIP #
FSG Truck CC		

BUYBAORD CONTRACT # 368-10 PAVILLI
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	SOL-72-XD LED Fixtur 72 watt LED CEILING MOUN T FIXTURR	4			ea	685.00	ea		2,740.00
2	Unit labor exterior Unit labor exterior Lighting installation	8			EA	65.00	EA		520.00
2	Lines Total	Qty Shipped Total		12		Total Invoice Total			3,260.00 3,260.00

Special Order / Non-stock Acknowledgement
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Signature _____ Printed Name _____ Date _____

Our pricing is based on the prices of lamps quoted to us from the lamp manufacturers. Due to rapidly rising industry increases in component material prices (rare earth oxides); our pricing is subject to increase by the same amount as incurred from the lamp manufacturer. We will provide you proof of any increase.

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Remit to: Facility Solutions Group *** PO Box 952143 Dallas TX 75395-2143 *****

Retrofits

FACILITYSOLUTIONSgroup

Quote# 2682176-00

585 South Padre Island Dr Corpus Christi, TX 78405
Rep: FSGL House Sales 361-882-5605
Cust# : 740525-0002
Ship to: Hidalgo County Precinct 3

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999		02/28/12

724 N. BREYFOGLE
Mission, TX 78574

Accounts Payable
956-289-7851

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Hidalgo County Facilities Mgmt
Attn: Accounts Payable
P.O. Box 1356
Edinburg, TX 78539

Anzaldua's Pavillion

VIA	SHIPPED	SHIP #
FSG Truck CC		

pavillion quote - Anzaldua's
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	WPLED52 WPLED52 52W 5000K LED Br onze Wall Pack UNV	16			EA	415.00	EA		6,640.00
2	Unit labor exterior Unit labor exterior Lighting installation	32			EA	65.00	EA		2,080.00
2 Lines Total	Qty Shipped Total			48		Total			8,720.00
						Invoice Total			8,720.00 ✓

Special Order / Non-stock Acknowledgement
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Signature _____ Printed Name _____ Date _____

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Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

Retrofits

FACILITYSOLUTIONSgroup

Quote# 2627470-00

585 South Padre Island Dr Corpus Christi, TX 78418
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0002
Ship to: Hidalgo County Precinct 3

LOS EBANOS ✓

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	QUOTE	02/28/12

Accounts Payable
956-289-7851

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Hidalgo County Facilities Mgmt
Attn: Accounts Payable
P.O. Box 1356
Edinburg, TX 78539

VIA	SHIPPED	SHIP #
FSG Truck CC		

BUY BOARD CONTRACT # 368-10 VETERA
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	WPLED52 WPLED52 52W 5000K LED Br onze Wall Pack UNV	13			EA	415.00	EA		5,395.00
2	LABOR TO INSTALL LED BUYBOARD CONTRACT LABOR RATE - 2 HOURS PER FIXTR	13			ea	130.00	ea		1,690.00
3	LABOR TO RETROFIT EAC FXTR 1.5 HOURS PER FIXT URE	11			ea	97.50	ea		1,072.50
5	200010 - 4'LED Tube L 200010 - 4'LED Tube Ligh 15 Watt CWC 120/277V	44			EA	69.52	EA		3,058.88
6	200010 - 4'LED Tube L 200010 - 4'LED Tube Ligh 15 Watt CWC 120/277V	12			EA	69.52	EA		834.24
7	Unit Hourly Labor Jou Unit Hourly Labor Journy man electrician Buyboard	3			EA	97.50	EA		292.50
8	200010 - 4'LED Tube L 200010 - 4'LED Tube Ligh 15 Watt CWC 120/277V	312			EA	69.52	EA		21,690.24
9	Unit Hourly Labor Jou Unit Hourly Labor Journy man electrician Buyboard	78			EA	97.50	EA		7,605.00
8	Lines Total	Qty Shipped Total		486		Total			41,638.36
						Invoice Total			41,638.36

Special Order / Non-stock Acknowledgement
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Signature _____ Printed Name _____ Date _____

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Remit to: Facility Solutions Group *** PO Box 952143 Dallas TX 75395-2143 *****

Retrofits

FACILITYSOLUTIONSgroup

Quote# 2673270-00

585 South Padre Island Dr Corpus Christi, TX 78418
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0002
Ship to: Hidalgo County Precinct 3

SANTOS ~~[illegible]~~ Saldaña ✓
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Accounts Payable
956-289-7851

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	QUOTE	02/16/12

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VIA	SHIPPED	SHIP #
FSG Truck CC		

Hidalgo County Facilities Mgmt
Attn: Accounts Payable
P.O. Box 1356
Edinburg, TX 78539

BUY BOARD CONTRACT # 368-10 SANTOS
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	WPLED52 WPLED52 52W 5000K LED Br onze Wall Pack UNV	1			EA	415.00	EA		415.00
2	LABOR TO INSTALL LED BUYBOARD CONTRACT LABOR RATE - 2 HOURS PER FIXTR	1			ea	130.00	ea		130.00
4	LABOR TO RETROFIT EAC FXTR 1.5 HOURS PER FIXT URE	21			ea	97.50	ea		2,047.50
5	SURFACK MOUNT 4 LAMP LED FIXTURE	2			ea	265.00	ea		530.00
6	200010 - 4'LED Tube L 200010 - 4'LED Tube Ligh 15 Watt CWC 120/277V	42			EA	69.52	EA		2,919.84

5 Lines Total Qty Shipped Total 67 Total 6,042.34
Invoice Total 6,042.34 ✓

Special Order / Non-stock Acknowledgement
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Signature Printed Name Date

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Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

Retrofits

FACILITYSOLUTIONSgroup

Quote# 2673273-00

585 South Padre Island Dr Corpus Christi, TX 78418
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0002
Ship to: Hidalgo County Precinct 3

MESINAS ✓
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Accounts Payable
956-289-7851

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	QUOTE	02/16/12

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Hidalgo County Facilities Mgmt
Attn: Accounts Payable
P.O. Box 1356
Edinburg, TX 78539

VIA	SHIPPED	SHIP #
FSG Truck CC		

BUY BOARD CONTRACT # 368-10 MESINA
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	WPLED52 WPLED52 52W 5000K LED Br onze Wall Pack UNV	9			EA	415.00	EA		3,735.00
2	LABOR TO INSTALL LED BUYBOARD CONTRACT LABOR RATE - 2 HOURS PER FIXTR	9			ea	130.00	ea		1,170.00
4	LABOR TO RETROFIT EAC FXTR 1.5 HOURS PER FIXT URE	6			ea	97.50	ea		585.00
6	200010 - 4'LED Tube L 200010 - 4'LED Tube Ligh 15 Watt CWC 120/277V	16			EA	69.52	EA		1,112.32

4 Lines Total Qty Shipped Total 40 Total 6,602.32
Invoice Total 6,602.32 ✓

Special Order / Non-stock Acknowledgement
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Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

Updated 3/08/12

FACILITYSOLUTIONSgroup

Quote# 2689563-00

585 South Padre Island Dr Corpus Christi, TX 78405
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0002
Ship to: Hidalgo County Precinct 3
Maintenance
Dr Parras
,

Accounts Payable
956-289-7851

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	QUOTE	03/08/12

On all sums due FSG which have not been paid, Customer agrees to promptly pay a calculated service charge of 1.5% per month (not exceeding the highest amount lawfully allowed by contract in this state). If FSG commences litigation to collect payment of any amounts due, Customer agrees to pay reasonable attorneys' fees which may be due.

Hidalgo County Facilities Mgmt
Attn: Accounts Payable
P.O. Box 1356
Edinburg, TX 78539

VIA	SHIPPED	SHIP #
FSG Truck CC		

BUY BOARD CONTRACT # 368-10 Draina
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	WPLED52 WPLED52 52W 5000K LED Br onze Wall Pack UNV	17			EA	415.00	EA		7,055.00
2	LABOR TO INSTALL LED BUYBOARD CONTRACT LABOR RATE - 2 HOURS PER FIXTR	17			ea	130.00	ea		2,210.00
3	LABOR TO RETROFIT EAC FXTR 1.5 HOURS PER FIXT URE	71			ea	97.50	ea		6,922.50
4	200010 - 4'LED Tube L 200010 - 4'LED Tube Ligh 15 Watt CWC 120/277V	141			EA	69.52	EA		9,802.32

4 Lines Total Qty Shipped Total 246 Total 25,989.82
Invoice Total 25,989.82

Special Order / Non-stock Acknowledgement
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Signature Printed Name Date

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Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

FACILITYSOLUTIONSgroup

updated 3/08/12

Quote# 2689563-00

585 South Padre Island Dr Corpus Christi, TX 78405
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0002
Ship to: Hidalgo County Precinct 3
Drainage
Dr Parras
,

Accounts Payable
956-289-7851

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	QUOTE	03/08/12

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Hidalgo County Facilities Mgmt
Attn: Accounts Payable
P.O. Box 1356
Edinburg, TX 78539

VIA	SHIPPED	SHIP #
FSG Truck CC		

BUY BOARD CONTRACT # 368-10 Draina
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	WPLED52 WPLED52 52W 5000K LED Br onze Wall Pack UNV	6			EA	415.00	EA		2,490.00
2	LABOR TO INSTALL LED BUYBOARD CONTRACT LABOR RATE - 2 HOURS PER FIXTR	6			ea	130.00	ea		780.00
3	LABOR TO RETROFIT EAC FXTR 1.5 HOURS PER FIXT URE	28			ea	97.50	ea		2,730.00
4	200010 - 4'LED Tube L 200010 - 4'LED Tube Ligh 15 Watt CWC 120/277V	56			EA	69.52	EA		3,893.12

4 Lines Total Qty Shipped Total 96 Total 9,893.12
Invoice Total 9,893.12

Special Order / Non-stock Acknowledgement
This order contains special order items which may not be returnable to the manufacturer or may require restock fees upon return. By signing this quote, customer verifies that this order contains complete specifications, options and accessories. Customer authorizes Facility Solutions Group to place the order and agrees to pay all freight charges incurred from the manufacturer as well as any restock fees and freight charges incurred if returned.

Signature Printed Name Date

Our pricing is based on the prices of lamps quoted to us from the lamp manufacturers. Due to rapidly rising industry increases in component material prices (rare earth oxides); our pricing is subject to increase by the same amount as incurred from the lamp manufacturer. We will provide you proof of any increase.

Invoice delivery is now available to your email address. It's fast, easy and environmentally responsible. To arrange for invoicing by email to one or more email addresses, email our Customer Support team at creditdept@fsgi.com.

Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

updated 03/08/12

FACILITYSOLUTIONSgroup

Quote# 2627470-00

585 South Padre Island Dr Corpus Christi, TX 78405
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0002
Ship to: Hidalgo County Precinct 3
Veterans
Dr Parras
,

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	QUOTE	02/28/12

Accounts Payable
956-289-7851

On all sums due FSG which have not been paid, Customer agrees to promptly pay a calculated service charge of 1.5% per month (not exceeding the highest amount lawfully allowed by contract in this state). If FSG commences litigation to collect payment of any amounts due, Customer agrees to pay reasonable attorneys' fees which may be due.

VIA	SHIPPED	SHIP #
FSG Truck CC		

Hidalgo County Facilities Mgmt
Attn: Accounts Payable
P.O. Box 1356
Edinburg, TX 78539

BUY BOARD CONTRACT # 368-10 VETERA
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	WPLED52 WPLED52 52W 5000K LED Br onze Wall Pack UNV	13			EA	415.00	EA		5,395.00
2	LABOR TO INSTALL LED BUYBOARD CONTRACT LABOR RATE - 2 HOURS PER FIXTR	13			ea	130.00	ea		1,690.00
3	LABOR TO RETROFIT EAC FXTR 1.5 HOURS PER FIXT URE	11			ea	97.50	ea		1,072.50
4	200010 - 4'LED Tube L 200010 - 4'LED Tube Ligh 15 Watt CWC 120/277V	44			EA	69.52	EA		3,058.88
4 Lines Total	Qty Shipped Total			81		Total			11,216.38
						Invoice Total			11,216.38

Special Order / Non-stock Acknowledgement
This order contains special order items which may not be returnable to the manufacturer or may require restock fees upon return. By signing this quote, customer verifies that this order contains complete specifications, options and accessories. Customer authorizes Facility Solutions Group to place the order and agrees to pay all freight charges incurred from the manufacturer as well as any restock fees and freight charges incurred if returned.

Signature _____ Printed Name _____ Date _____

Our pricing is based on the prices of lamps quoted to us from the lamp manufacturers. Due to rapidly rising industry increases in component material prices (rare earth oxides); our pricing is subject to increase by the same amount as incurred from the lamp manufacturer. We will provide you proof of any increase.

Invoice delivery is now available to your email address. It's fast, easy and environmentally responsible. To arrange for invoicing by email to one or more email addresses, email our Customer Support team at creditdept@fsgi.com.

Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

FACILITYSOLUTIONSgroup

Quote# 2680476-00

585 South Padre Island Dr Corpus Christi, TX 78405
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0008
Ship to: Hidalgo County precinct Four

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	QUOTE	02/27/12

1051 N. Doolittle Road
Edinburg, TX 78542

Accounts Payable
956-289-7851

On all sums due FSG which have not been paid, Customer agrees to promptly pay a calculated service charge of 1.5% per month (not exceeding the highest amount lawfully allowed by contract in this state). If FSG commences litigation to collect payment of any amounts due, Customer agrees to pay reasonable attorneys' fees which may be due.

Hidalgo County precinct Four

1051 N. Doolittle Road
Edinburg, TX 78542

VIA	SHIPPED	SHIP #
Sales Delivr		

PRECINCT 4
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
1	WPLED52 WPLED52 52W 5000K LED Br onze Wall Pack UNV	7			EA	415.00	EA		2,905.00
2	LABOR TO INSTALL LED BUYBOARD CONTRACT LABOR RATE - 2 HOURS PER FIXTR	7			ea	130.00	ea		910.00
4	LABOR TO RETROFIT EAC FXTR 1.5 HOURS PER FIXT URE	90			ea	97.50	ea		8,775.00
6	SLAO-10/G13/4-34-DND8 SLAO-10/G13/4-34-DND840 4'Integral L-Tube120/277	180			EA	49.26	EA		8,866.80
4	Lines Total Qty Shipped Total			284		Total			21,456.80
						Invoice Total			21,456.80

Special Order / Non-stock Acknowledgement
This order contains special order items which may not be returnable to the manufacturer or may require restock fees upon return. By signing this quote, customer verifies that this order contains complete specifications, options and accessories. Customer authorizes Facility Solutions Group to place the order and agrees to pay all freight charges incurred from the manufacturer as well as any restock fees and freight charges incurred if returned.

Signature _____ Printed Name _____ Date _____

Our pricing is based on the prices of lamps quoted to us from the lamp manufacturers. Due to rapidly rising industry increases in component material prices (rare earth oxides); our pricing is subject to increase by the same amount as incurred from the lamp manufacturer. We will provide you proof of any increase.

Invoice delivery is now available to your email address. It's fast, easy and environmentally responsible. To arrange for invoicing by email to one or more email addresses, email our Customer Support team at creditdept@fsgi.com.

Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

FACILITYSOLUTIONSgroup

Invoice# 2680255-00

585 South Padre Island Dr Corpus Christi, TX 7840
Rep: Antonio Olivares 361-882-5685
Cust# : 740525-0008
Ship to: Hidalgo County precinct Four

Invoice Date	Due Date	Terms	Page
		net 30	1

Placed By	Customer P.O.#	PO Date
85999	QUOTE PRECINCT 4	02/27/12

1051 N. Doolittle Road
Edinburg, TX 78542

Accounts Payable
956-289-7851

On all sums due FSG which have not been paid, Customer agrees to promptly pay a calculated service charge of 1.5% per month (not exceeding the highest amount lawfully allowed by contract in this state). If FSG commences litigation to collect payment of any amounts due, Customer agrees to pay reasonable attorneys' fees which may be due.

Hidalgo County precinct Four

1051 N. Doolittle Road
Edinburg, TX 78542

VIA	SHIPPED	SHIP #
FSG Truck CC		

BUYBOARD 368-10 Wattstopper Sensor
Shipped from: Corpus Christi

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M		AMOUNT
	WATT STOPPER OCCUPANCY SENSOR PROJECT								
	BUYBOARD CONTRACT # 368-10 12% OFF								
	**********								
1	PW-100-W			8	EA	59.84	EA		478.72
	PW-100-W PIR White Wall Switch Occ Sensor 120/27								
2	DT-305			5	EA	132.00	EA		660.00
	DT-305 Dual Tech Occ Sen sor 24V Corner Mount 360								
3	BZ-50			10	EA	29.92	EA		299.20
	BZ-50 24VDC UNIV VOLT PW R PACK								
4	WT-1105			1	EA	111.76	EA		111.76
	WT-1105 24V Ultrasonic S ensor Ceiling Mount WH								
5	WT-2255-W			1	EA	129.36	EA		129.36
	WT-2255 Ultrasonic Occup ancy Sensor 90 Linear Ft								
6	WPIR			2	EA	65.12	EA		130.24
	WPIR 24V CEIL MT Infrare d Occupancy Sensor								
7	WT-2200-W			1	EA	137.28	EA		137.28
	WT-2200-W 2200 Sq Ft Ult rasonic Occupancy Sensor								
8	TS-400-W			4	EA	49.28	EA		197.12
	TS-400-W Digital Time Switch								
9	UNIT LABOR INSTALLATI			10	EA	115.00	EA		1,150.00
	UNIT LABOR INSTALLATION CEILING OCCUPANCY SENSR								
10	UNIT LABOR INSTALLATI			12	EA	25.00	EA		300.00
	UNIT LABOR INSTALLATION WALL OCCUPANCY SENSOR								
10	Lines Total Qty Shipped Total			54		Total			3,593.68
						Invoice Total			3,593.68

Invoice delivery is now available to your email address. It's fast, easy and environmentally responsible. To arrange for invoicing by email to one or more email addresses, email our Customer Support team at creditdept@fsgi.com.

Remit to: Facility Solutions Group **** PO Box 952143 Dallas TX 75395-2143 ******

FACILITYSOLUTIONS group

March 9, 2012

Hidalgo County – Precinct 4

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.

(8) SOL # SPM-300-CH-DOME-10' ARM-DTD Solar light system = $ 52,844.64
ON 37'DIRECT BURIAL ANSI 05-1 WOOD POLE x $ 6,605.58 EACH

(8) 10.0 HOURS PER POLE LABOR INSTALLATION QUOTE PER POLE
@ $ 65.00 PER HOUR X $ 650.00 = $ 5,200.00

TOTAL PROJECT COST WILL BE $ 58,044.64 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,

Antonio Olivares
FSG Lighting

FSG lighting 585 South Padre Island Drive > Corpus Christi, TX > 78405 > T 361-882-5685 > F 361-882-5691

AI-31419 **22. B. 1.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting authority to solicit proposals from awarded vendors in connection with the provision of Energy Consulting Services (to assess, recommend and implement saving initiatives/programs, etc.) through Hidalgo County's membership/participation in Cooperative Purchasing Programs including but not limited to the following: Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS/TAPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance;

b. Authority to provide participants with a complete and executed Letter of Authorization (LOA) for the request for historical usage information;

c. Selection, designation/appointment of evaluation committee for project.

BACKGROUND

RFP Requirements & Evaluation criteria will be provided under separate cover and developed by the County Judge's Office and Purchasing Department.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding would need to be identified and inplace when and if contract is placed on CC for award. In addition, part of the requirements may include savings that may offset the expenditure for for the services.

Attachments

Letter of Authorization

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2012 02:46 PM
Budget & Management	Erika Zamora	03/08/2012 02:55 PM
Roland Garcia	Angela Garcia	03/08/2012 03:55 PM
Purchasing Department	Marty Salazar	03/08/2012 04:00 PM
Auditor's Office	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Darlene Betancourt Started On: 03/08/2012 10:41 AM

Final Approval Date: 03/09/2012

LETTER OF AUTHORIZATION FOR THE REQUEST OF HISTORICAL USAGE INFORMATION

Date: _____ Expiration Date: _____

LIST TDU (List TDUs that apply to request)

☐Oncor/ TXU	☐Centerpoint/Reliant/HL&P	☐Sharyland
☐AEP/ CPL/ WTU	☐TNMP/ First Choice Power	☐Entergy Texas

Please accept this letter as a formal request and authorization for the above referenced Distribution Company (TDU) to release energy usage data, including kWh, kVA or KW, and interval data (if applicable) at the following location(s) to . This information request shall be limited to no more than the most recent 12-month period of service.

If an attachment is used, please use a separate attachment per TDSP with the ESIDs that are specific to a TDSP. TDSP will reject if ESIDs are submitted that are not associated with their territory.

Service Address	ESI Number (found on bill)

Please forward usage and load information in electronic (Microsoft Excel) format to:

E-mail:

AUTHORIZATION

I affirm that I have the authority to make and sign this request on behalf of my company for all ESIDs that are associated with this request.

(Signature)	(Company)
(Name, printed)	(Billing Street Address)
(Title)	(City, State, Zip Code)
(Email Address)	(Telephone Number)
(Date)	(Fax Number)

AI-31268 **22. C. 1.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Marty Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract document to sole bidder (Republic Services, Inc. F/K/A BFI Waste Systems of North America) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County Precinct No. 1-Landfill Access Services" RFB No. 2012-012-01-25-SMA.

BACKGROUND

1. Current Contract expires April 29, 2012
2. New Contract will commence on April 30, 2012
3. Contract document was reviewed and approved as to form by legal counsel on February 28, 2012

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-432-00-121-001-0-350

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

BUDGETARY IMPACT:

Funds available as of 3/8/12 $5,147.87.

PO#669402 also has $49,735.47 available for BFI Waste Services of Texas.

Attachments

Participation, Tabulation, Contract Document, recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:31 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:57 PM
Erika Zamora	Erika Zamora	03/08/2012 01:14 PM
Auditor's Office	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Sandra Montalvo Started On: 02/29/2012 10:43 AM

Final Approval Date: 03/09/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
FEB 07 2012
By 4:50

MEMORANDUM

(Department's Recommendation)

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
Attn: Noe Montez via email: noe.montez@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: January 26, 2012

RE: **Bid Award Recommendation/Concurrence Request for- -Hidalgo County Precinct No. 1- "Landfill Access Services"- Bid No. -2012-012-01-25-SMA**

We have received a sole response to the above mentioned project. Please refer to the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **February 14, 2012 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100 - 432 - 00 - 121 - 001 - 0 350

Recommendations/Concerns:

Recommend Sole Response
BFI

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Noe Montez	Pct 1	2-07-12

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING LOG

RFB OPENING DATE: January 25, 2012	RFB OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "LANDFILL ACCESS FOR PRECINCT NO. 1"	
RFB NO: 2012-012-01-25-SMA	Buyer: Sandra Montalvo

Company/Firm & Representative's Name	Request via	Signature (If Applicable) or Initials Of Staff Addressing Mail Out	Date	Physical Address City-State-Zip Phone & Fax No's
1) BFI WASTE SYSTEMS OF AMERICA, INC. Attn: Steve Napoli or Jon M. Deicla	BLM	Sandra Montalvo	01/10/12	9402 w Exprwy 83 Harlingen, tx 78552 956-423-7316 fax: 956-428-2045 800-423-7316 956.392.7012 cell: 956.495.4236-jon Deicla phone: 956.428.2045 fax 480.270.8914 snapoli@republicservices.com jdeicla@republicservices.com
2) PRIME VENDOR INC Attn: Erika Russ	EMR	Sandra Montalvo	01/10/12	4622 Cedar Avenue, Suite 123 Wilmington, N.C. 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 bids17@prime-vendor.com
3) Soil-Tech, Inc. Attn: Patty Klement	EMR	Sandra Montalvo	01/11/12	709 W. Exp 83 Pharr, Tx 78577 956-787-2533- Office 956-874-3954- Cell 956-787-8295- Fax pklement1@live.com **www.soil-tech.net**
4) SKA CONSULTING, L.P. Attn: Janet R. Meaux, P.G.	EMR	Sandra Montalvo	01/11/12	1515 Witte Road, Suite 150 Houston, Texas 77080 (713)266-6056 janet.meaux@skaconsulting.com
5) ALL VALLEY WASTE LLC Attn: Paula Villanueva	EMR	Sandra Montalvo	01/11/12	402 W Mile 10 Rd N Weslaco TX 78596 (956) 969-9009 (956) 376-6022 paulalopezvillanueva@msn.com
6) RR WASTE SOLUTIONS/RED RIVER SERVICE CORP. Attn: David L. Cooper	EMR	Sandra Montalvo	01/12/12	512-858-0400 Office Ext 112 512-858-0477 Fax 512-369-2720 Mobile vpmktg@rrwastesolutions.com www.rrwastesolutions.com
7) SANTA ANITA RECLAMATION, LLC Attn: Lance Walker	EMR	Sandra Montalvo	01/13/12	25385 FM 1017 P.O. BOX 354 LINN, TX 78563 office:956-287-8473 cell: 956-802-4655 fax: 956-287-0135 sarllc101@gmail.com

***VIA:**
E-MAIL REQEUST (EMR)
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDERS LIST MAIL OUT (BLM)
Revised 2/29/2012 9:02 AM

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 1-"Landfill Access Services"

BID NO: 2012-012-01-25-SMA

BID OPENING DATE: January 25, 2012 | **BID OPENING TIME: 9:30 A.M.**

	NAME OF COMPANY	TOTAL AMOUNT	Tx Natural Resource Conservation Commission Flow Charge
1)	BFI WASTE SYSTEMS OF NORTH AMERICA , INC.	$21.50 per ton	$1.25 per ton
2)			
3)			
4)			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-012-03-13

THIS CONTRACT is made and entered into this **13th Day** of **March, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **REPUBLIC SERVICES, INC. FORMERLY KNOWN AS BFI WASTE SYSTEMS OF NORTH AMERICA** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Landfill Access For Hidalgo County Precinct No. 1",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

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 **Commissioners' Court** or their 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 of one year effective **April 30, 2012** and ending on **April 29, 2013.** Hidalgo County may at its sole discretion elect, to extend the term of this Contract for two (2)-one (1) year terms at the same rates, terms and conditions and may further extend this Contract an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services

shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its

agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**Republic Services, Inc.** **Formerly Known As** **BFI Waste Systems Of North America** **9402 W. Expressway 83** **Harlingen, Texas 78552**

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

14. Any contract award to 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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. 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).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 09, 2012

Bidder's name

Address

City

State, Zip Code

Re: *Hidalgo County Precinct No. 1*
Request for Bids –*"Landfill Access Services"*
Bid No: 2012-012-01-25-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

REQUEST FOR BID (RFB)
CHECKLIST

Hidalgo County Precinct No. 1
"Landfill Access Services"
Bid No: 2012-012-01-25-SMA

1. Request For Bid Letter, consist of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications, consisting of 4 pages.
4. Exhibit "B" Bid Page consist of 1 page.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consist of 1 page.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Certification Regarding Debarment 1 pages
9. Draft Service Contract consisting of 9 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

January 09, 2012
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2012-012-01-25-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

Hidalgo County Precinct No. 1
"Landfill Access Services"

BID OPENING DATE: January 25, 2012

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 Precinct No. 1-Landfill Access 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-2012-012-01-25-SMA-*Hidalgo County Precinct No.1-Landfill Access 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, January 25, 2012.**

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-2012-012-01-25-SMA-" *Hidalgo County Precinct No.1-Landfill Access 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 (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, 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 Descriptive-***"Hidalgo County Precinct No.1-Landfill Access Services"*** 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	**January 25, 2012**
Award of Contract	_____ 2012
Commence Work or Deliver Products	_____ 2012

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 Precinct No. 1-Landfill Access 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
HIDALGO COUNTY PRECINCT NO. 1
"Landfill Access Services"
RFB No. 2012-012-01-25-SMA

INFORMATION TO BIDDERS:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- ❖ Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- ❖ Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.
- ❖ All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

SPECIFICATIONS/TERMS AND CONDITIONS:

1. Bidder must identify the landfill sit to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type one (1) permit for the landfill site issued by the Texas Natural Resource Conservation Commission. In addition, bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business.

2. The bidder will accept possession and entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not, possesses a Type one (1) permit. The purpose of this contract is to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.

3. Bidder will accept solid waste from the following location: Precinct No.1. A copy of Bidder's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Bidder will not accept "Special Waste," as that term is defined in 30 T.A.C. ' 330.2. Upon receipt and acceptance of the waste from Precinct No. 1, title to such waste will be transferred to Bidder, and Bidder will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Bidder agrees, by accepting waste from County hereunder, that such waste is of a class or type which Bidder may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

4. Bidder should propose prices for a per-ton-of-loose-waste-basis.

5. Bidder acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, by its execution of this Agreement, does not represent that it will deliver any waste to Bidder

6. This Agreement is for the acceptance and disposal of solid waste materials for Precinct No. 1 only. Delivery of solid waste materials to such location shall be at the sole cost and expense of Precinct No. 1.

7. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications/Requirements and to continue at all times in force in effect during the term of any such contract.
    a) a $500,000 general liability policy with limits of at least $100,000/3000,000 in accordance with the Texas Tort Claims Act;
    b) Workers compensation insurance as required by applicable law;
    c) Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
    d) Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and
    e) Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto;

9. Locations of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access service for one or more precincts.

Term of Contract:

1. Awarded bidder will accept solid waste from Precinct No. 1 for a term of one (1) year for services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **REQUESTING PRICE ADJUSTMENT**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **PRICE REDUCTION**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase

remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **ALLOWABLE REVIEW PERIODS**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **DOLLAR LIMIT TO PRICE CHANGES**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, **January 18, 2012 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, January 20, 2012 by 5:00 p.m.**

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 1
"Landfill Access Services"
Bid No.: 2012-012-01-25-SMA

INFORMATION TO BIDDERS:
Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid.

PRICE PER TON: _____

Texas Natural Resource Conservation Commission Flow Charge: _____

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
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	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					

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. Bond (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.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** Less than 125,000 annual gross receipt — Black American — Native American Less than 250,000 annual gross receipt — Hispanic American — Women Less than 499,000 annual gross receipt — Asian Pacific American — Other More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?: Yes No** **Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No**
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?: Yes No**
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
~~Subcontract Amount: $_____ Description of Work to be Performed:~~

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
~~Subcontract Amount: $_____ Description of Work to be Performed:~~

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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 [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, 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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-012

THIS CONTRACT is made and entered into this _____ Day of_____, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Landfill Access For Hidalgo County Precinct No. 1"**, as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

DRAFT

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 **Commissioners' Court** or their 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 of one year effective _____, **2012** and ending on _____, **2013.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2)-one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

DRAFT

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.

DRAFT

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 South Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

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

14. 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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

DRAFT

written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. 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).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

DRAFT

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 1
"Landfill Access Services"
Bid No.: 2012-012-01-25-SMA

INFORMATION TO BIDDERS:
Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid.

OPENED
9:58
1/25/12
Witnessed

PRICE PER TON: $21.50

Texas Natural Resource Conservation Commission Flow Charge: $1.25per ton

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: BFI Waste Systems of America, Inc.

ADDRESS: 9402 W. Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Tx. 78552

PHONE & FAX NO'S: (956)423-7316// (800)423-7316//(956)428-2045

CELLULAR NO: (956)495-4236

E-MAIL ADDRESS: jdeicla@republicservices.com

AUTHORIZED SIGNATURE: Jon M. Deicla

PRINTED NAME: Jon M. Deicla

TITLE General MANAGER

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/01/2011

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): 800-853-6155 **FAX (A/C No.Ext):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: OLD REPUBLIC INSURANCE COMPANY	24147
INSURER B: LEXINGTON INSURANCE COMPANY	19437
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 2372** **REVISION NUMBER: 1**

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] COMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC			MWZY 59257	06/30/2011	06/30/2012	EACH OCCURRENCE DAMGED TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			MWTB 21343	06/30/2011	06/30/2012	COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per Accident)	$ 5,000,000
B	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			2214223/2214224	06/30/2011	06/30/2012	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE /OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 117108 00 AOS MWXS 945 Excess WC OH MWXS 946 Excess NSWC TX	06/30/2011 06/30/2011 06/30/2011	06/30/2012 06/30/2012 06/30/2012	[X] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Division Number: 5122 - Named Insured Includes: BFI Waste Systems of North America, LLC dba Rio Grande Valley Landfil
See attached for additional remarks

CERTIFICATE HOLDER
HIDALGO COUTNY PURCHASING DEPARTMENT
2812 S BUSINESS HIGHWAY 281
NEW ADMINISTRATION BUILDING
Edinburg, TX 78539

Download COI in PDF format

CANCELATION
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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 946) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

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Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, February 28, 2012 4:09 PM
To: 'Evangelina Garcia'
Subject: FW: Contract For "Landfill Access For Hidalgo Count Precinct One"

Importance: High

HOOOOOORRRRRRRRAAAAAYYYYYY!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, February 28, 2012 3:55 PM
To: 'Martha Salazar'
Subject: RE: Contract For "Landfill Access For Hidalgo Count Precinct One"

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, February 28, 2012 3:16 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Contract For "Landfill Access For Hidalgo Count Precinct One"
Importance: High

Mr. Crain:
As you indicated during our phone conversation about the document, we now have the same name of the contract as is on the insurance certificate. Please review, correct and comment as to form.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, February 28, 2012 10:36 AM
To: 'Martha Salazar'
Subject: RE: Contract For "Landfill Access For Hidalgo Count Precinct One"

Marty:
I think I lost track also on this one nonetheless, I'm attaching the contract for legal's review as to form with the revisions as requested.

Attached is also the information from the Office Of The Secretary Of State as requested for review by legal.

This project needs to move forward with the buyer placing an agenda item for the approval to award/contract before the current one expires which will be on April 29, 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

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, February 27, 2012 2:59 PM
To: 'Steve Crain'
Cc: 'Sandra Montalvo'; 'Evangelina Garcia'
Subject: FW: Contract For "Landfill Access For Hidalgo Count Precinct One"
Importance: High

Mr. Crain:
Have you responded to this? If you yes, I cannot locate. Read below first.
Thanks,
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 23, 2012 2:22 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: RE: Contract For "Landfill Access For Hidalgo Count Precinct One"

So as corrected by Vangie (disregarding SOS information) can you proceed to review and comment as to form? Sorry, I may not be understanding you.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 23, 2012 2:06 PM
To: 'Martha Salazar'
Subject: RE: Contract For "Landfill Access For Hidalgo Count Precinct One"

The name on the contract does not match the name on the assumed name certificate.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 23, 2012 12:18 PM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'
Subject: FW: Contract For "Landfill Access For Hidalgo Count Precinct One"
Importance: High

Mr. Crain:
Read note from Vangie below before reviewing, correcting or commenting as to form.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, February 23, 2012 11:39 AM
To: 'Martha Salazar'
Subject: RE: Contract For "Landfill Access For Hidalgo Count Precinct One"

Marty:

Did the revision as requested and I am attaching some documentation from the Office Of Secretary Of State so as have legal review all of the information so as to proceed forward with an agenda item.

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: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 8:43 AM
To: 'Evangelina Garcia'
Subject: FW: Contract For "Landfill Access For Hidalgo Count Precinct One"

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, February 14, 2012 7:56 AM
To: 'Martha Salazar'
Subject: RE: Contract For "Landfill Access For Hidalgo Count Precinct One"

You need to delete fka and write out formerly known as. Also has anyone checked with the Secretary of State to determine if this is true? If you want us to check let us know.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, February 13, 2012 5:17 PM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'
Subject: FW: Contract For "Landfill Access For Hidalgo Count Precinct One"
Importance: High

Mr. Crain:
Please review information provided by Ms. Vangie below before reviewing and commenting as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, February 13, 2012 4:57 PM
To: 'Martha Salazar'
Subject: Contract For "Landfill Access For Hidalgo Count Precinct One"

Marty:
Attached for legal's review and approval as to form is the contract for the above-referenced project. This is the contract that I had previously emailed to you for legal's review however, Mr. Crain via telephone advised you to title with the new name f/k/a whatever name they were going under. Previously, it was under BFI Waste Systems Of North America, now they are under Republic Services, Inc.

Need approval so as to proceed with the awarding of the project/contract to this sole bidder meeting all required specifications of the RFB.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

AI-31286 **22. D. 1.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Martha L. Salazar

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. 2 as ranked/approved for negotiations on CC 2/14/12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-006-0-711

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

BUDGETARY IMPACT:

As projects are identified, funding will be appropriated.

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/07/2012 04:04 PM
Budget & Management	Merlen P. Munoz	03/07/2012 04:31 PM
Roland Garcia	Rolando Garcia	03/08/2012 01:19 PM
Auditor's Office	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Rocio Villarreal Started On: 02/29/2012 03:49 PM

Final Approval Date: 03/09/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-12-066-03-13

THIS AGREEMENT is made effective the 13th day of **March, 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. 2" (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. 2, 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. 2 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

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisers Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-004-01-18-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Appraisers Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-004-01-18-YZV

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2.	Request for Qualifications, Legal Notice	9
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4.	Exhibit B, Evaluation Criteria	2
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8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
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The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

RFQ NO: 2012-004-01-18-YZV

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisers Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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 – 2012-004-01-18-YZV"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Appraisers Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisers Services Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent 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 respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 respondent 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 respondent 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. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

" PROFESSIONAL APPRAISERS SERVICES POOL"

RFQ № 2012-004-01-18-YZV

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, 2012 and ending February 08, 2013.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL APPRAISERS SERVICES POOL-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered 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

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's

Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents 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:
Respondent 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.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 respondent 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.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents 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:

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 performance 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.

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:*** **25 points**

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

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, Elected Official 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, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2) 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;

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
RFQ No. 2012-004-01-18-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. 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 **(25) POINTS**

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
RFQ No. 2012-004-01-18-YZV

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**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL**
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	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)	$
					PERS & 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				EACH OCCURENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	RETENTION $					$
						$
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 award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

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 [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, 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.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISERS SERVICES POOL

RFQ No.: 2012-004-01-18-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

EXHIBIT "B"
Fee Schedule

EXHIBIT "A"
Services to be provided by the Appraiser

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:**	February 16, 2012
Re:	**Appraisal Proposal – Precinct No. 2**	**CC:**	Rocio Villarreal, CPPB / Contract Manager

Mrs. Villarreal:
As per phone conversation with Rocio Villarreal, Contracts Manager, on February 16, 2012, 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. 2 (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.

February 16, 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. 2. 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 HIRED AUTOS X SCHEDULED 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? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			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-31101 **22. E. 1.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of Supplemental Agreement No. 1 under (C-11-195-08-16) current contract with L&G Consulting Engineers, Inc. for the Mile 2 to reflect the amended project limits of the road project from Inspiration Rd. to La Homa Rd.

2. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $349,343.94) as submitted by project engineer, L&G Consulting Engineers, Inc. for "Mile 2 North Project from Inspiration Rd to Morrefield Rd.,"
Contract #C-11-195-08-16

BACKGROUND

Interlocal Agreement between the City of Mission and Hidalgo County was approved by CC on 2/7/12. Refer to AI - 30749.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-099-0-841

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

BUDGETARY IMPACT:

Available funds in Req. 212312 as of 3/9/12 are $ 349,343.94

Attachments

Contract

Supplemental No. 1

Work Authorization No. 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/16/2012 10:16 AM
Budget & Management	Merlen P. Munoz	02/16/2012 10:20 AM
Perla Lopez	Perla Lopez	02/16/2012 02:46 PM
Auditor's Office	Monica Badillo	03/09/2012 10:32 AM
Rocio Villarreal	Rocio Villarreal	03/09/2012 11:10 AM

Form Started By: Rocio Villarreal Started On: 02/15/2012 04:34 PM

Final Approval Date: 03/09/2012

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 11-195-08-16
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 preparation of ROW Mapping, Surveying, Right-of-Way Acquisition Services and Roadway Design for the Mile 2 North Project from Moorefield Road West to SH 364 (La Homa Road).

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 $490,606.33. 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. 1-1342-431-00-123-094-0-731
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, 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 June 28, 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

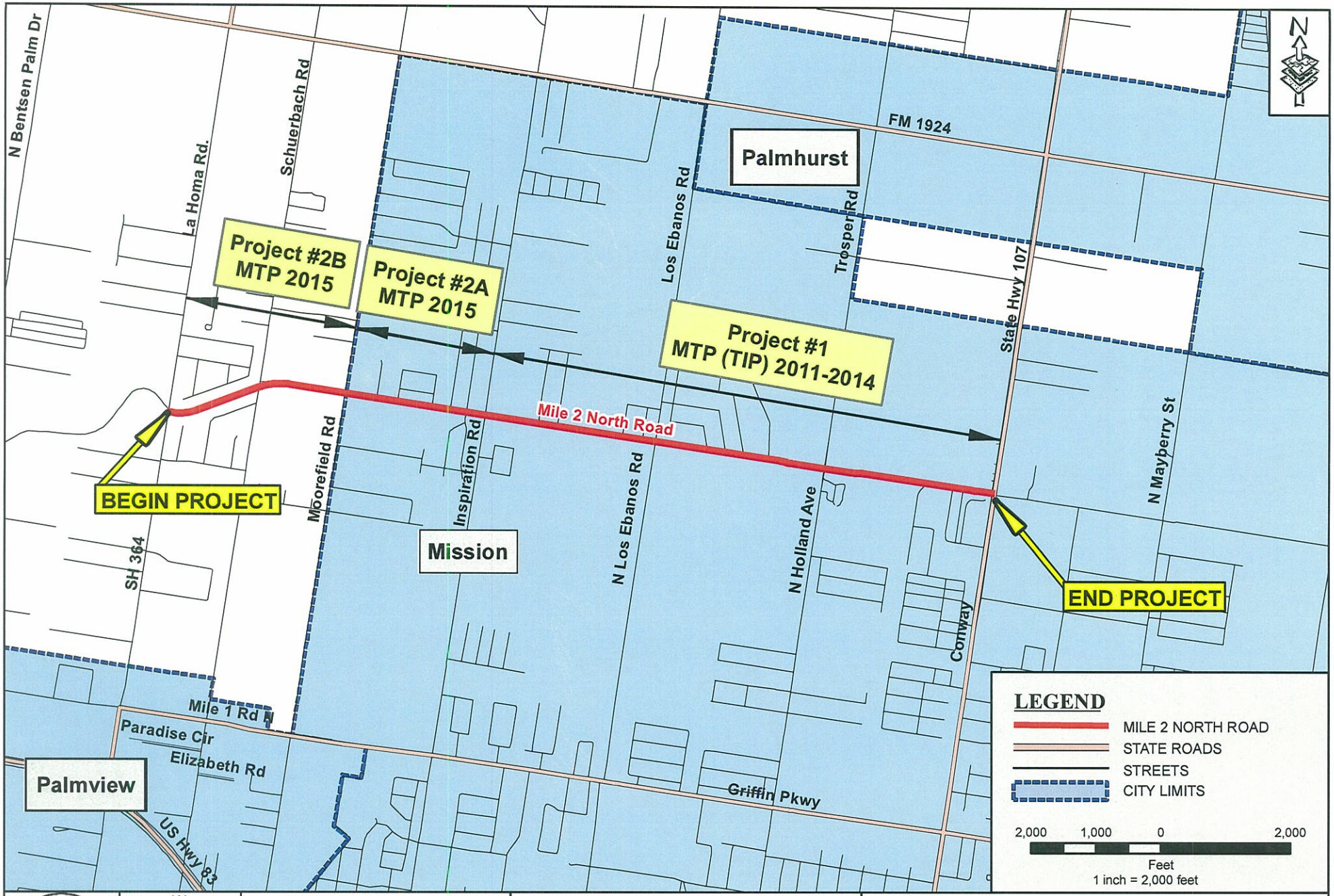
Approved by Commissioners' Court
on 8/16/11 RG

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 – Fee Schedule



CITY OF MISSION, TEXAS FOUNDED IN 1908

THE COUNTY OF HIDALGO TEXAS

L&G Engineering
Transportation Consulting Engineers

MILE 2 NORTH ROAD PROJECT LOCATION MAP

APPROX. LENGTH: 2.5 MILES

PROJECT #1: FROM INSPIRATION RD TO SH 107 (CONWAY)
APPROX. LENGTH: 1.5 MILES
PROJECT #2A: FROM MOOREFIELD RD TO INSPIRATION RD
APPROX. LENGTH: 0.40 MILE
PROJECT #2B: FROM LA HOMA RD TO MOOREFIELD RD
APPROX. LENGTH: 0.60 MILE

G:\EA MAPS\Mile 2 Lahoma-Conway\Mile2N LOCATION 5-4-11

EXHIBIT "A"

Services to be provided by the County

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.

CITY shall mean City of Mission.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County/City: Hidalgo County /Mission, Texas

Control: _____

Project/Description: PS&E Design, Right-of-Way Mapping, and Acquisition Services for Mile 2 North

Length: Variable

Highway: Mile 2 North

Limits: from Moorefield Road West to La Homa Road (SH 364) (0.60 Mile)

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

ROUTE AND DESIGN STUDIES
(Function Code 110)
Completed by the Mission Economic Development Authority (MEDA)

[LEFT INTENTIONALLY BLANK]

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)
Completed by MEDA

[LEFT INTENTIONALLY BLANK]

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the City has given the engineer written approval of the final location of the proposed ROW lines.

YES NO 1. Ownership Data in a .dgn file
- a. The entire project limits.
- b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
- c. For each drainage outfall property
- d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
- a. A ROW map, parcel plats and field notes shall be prepared and furnished.
- b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
- c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
- a. Property ownership with recording information shall be shown on ROW Map and Parcel Sketches with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
- a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
- b. Computation Sheets for Survey Closure and Area for Each Parcel.
- c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the City and State
- a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Sketches and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA
Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General
a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats
a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor.**
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. **State**, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled

___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
Engineer County

1. Field Surveying

YES NO a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

This project shall be tied to the same H&V on La Homa and Mile 2. The Engineer shall provide the control points to tie into.

YES NO b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.
- No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO (2) Photogrammetric ground control
NO (a) Establish horizontal control
NO (b) Establish vertical control points
NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D 3D) for the limits of the project.
(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12

inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

YES NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

YES NO (11) Additional Field Surveying as shown below:

(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.

(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line.
(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

YES NO (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (14) Soil core hole staking -

YES NO (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

YES NO (16) Profiles of existing drainage facilities

NO NO (17) Measurement of hydraulic opening under existing bridges

YES NO (18) Obtain elevations of manholes and valves of utilities

YES NO (19) Provide temporary signs, traffic control, flags, safety equipment, etc.

YES NO (20) Ties to existing bridges or culverts that may conflict with new construction.

N/A N/A (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

YES N/A (22) Inventory signs, mailboxes, and driveways

YES N/A (23) Survey controlled data sheets per TxDOT guidelines.

Services Provided By: Engineer	County	
N/A	N/A	2. Photogrammetric Products
		a. Uncontrolled Photography
		(1) Contact Prints
		(2) Mosaics
		(3) Digital ortho plots
		b. Mapping
		(1) Planimetric Maps
		(2) Contour Maps
		(3) Cross Sections
		(4) Profiles
		(5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: Engineer	County	
		1. Geometric Design
NO	NO	a. Horizontal and Vertical Alignment
NO	NO	b. Schematic Layout (Completed)

(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.

(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.

(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.

(5) The tentative ROW limits.

(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.

(b) Provide a graphics file containing the approved schematic.

(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.

(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).

(8) The control of access lines if Interstate or designated under House Bill 179.

(9) Direction of traffic flow on all roadways.

(10) Location and width of median openings for highway without access control.

(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

Services Provided By: Engineer	County	
NO	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

   The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

N/A	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
YES	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
YES	NO	c.	Design Cross Sections
YES	NO	d.	Determine Cut and Fill Quantities
N/A	NO	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
YES	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes (Show cost estimate with Function Code 110)
YES	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
YES	NO	e.	Basic Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es)
YES	NO	g.	Cost Data
YES	NO	h.	Pavement Material Properties

Services Provided By: Engineer	County	
		5. Pavement Design (Continued)
YES	NO	i. Rehabilitation Investigations
YES	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110) (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	County	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY**.
		1. Hydrologic Studies, Discharges
NO	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
NO	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
YES	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
		c.	Pump stations
NO	NO		(1)
NO	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By:
Engineer County

YES NO 1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES NO 2. Summary of Small Signs Tabulation

NO NO 3. Summary of Large Signs Tabulation including all Guide Signs

YES NO 4. Sign Detail Sheets
   a. All signs except route markers
   b. Design details for large guide signs
   c. Dimensions of letters, shields, borders, corner radii etc.
   d. Designation of shields attached to guide signs
   e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By:
Engineer County

5. Traffic Signals (Continued)

(9) Phase sequence diagram(s)

(a) Signal locations
(b) Signal indications
(c) Phase diagram
(d) Signal sequence table
(e) Flashing operation (normal and emergency)
(f) Preemption operation (when applicable)
(g) Interval timing, cycle length and offset

(10) Construction detail sheets(s)
(a) Poles (TxDOT standard sheets)
(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)

(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

(13) Aerial or underground interconnect details (when applicable)

c. General Requirements

(1) Contact local utility company

YES NO (a) Confirm power source
YES NO (b) Discuss route of aerial or underground interconnect cable (when applicable)
YES NO (c) Adjustment of overhead utility lines
YES NO (2) Prepare governing specifications and special provisions list
YES NO (3) Prepare project estimate

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County	
		1. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
NO	NO	(3)
NO	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
NO	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint*** or intervals****
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
NO	NO	The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f. Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g. Estimate
NO	NO	h. Summary of Quantities
NO	NO	i. Typical X-section.

Services Provided By:
Engineer County

1. Retaining Walls (continued)

NO

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO		c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
NO	NO		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
NO	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
YES	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
YES	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
NO	NO		a. Utility Agreements
NO	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
NO	NO		e. Traffic Signal Agreements
NO	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	_____
NO	NO	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	NA	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
NO	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	_____
		b. Existing Structure(s)	_____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
NO	NO	(2) Bridge Replacement	_____
NO	NO	(3) Raising Bridge Elevation	_____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
N/A	N/A	(7)	_____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By: Engineer	County	
		2. Preparation of Bridge Layouts (each bridge) (Continued)

b. Bridge Layouts (ELEVATION)
(1) Type of foundation.
(2) Finished grade elevations at beginning and end of bridge.
(3) Overall length of structure.
(4) Length, type of spans and units.
(5) Type of railing.
(6) Minimum calculated vertical clearance(s).
(7) Existing and proposed ground lines clearly marked.
(8) Grid elevations and stations.
(9) Bent numbers encircled.
(10) Stationing of bridge compatible with grid stations.
(11) Standard title.
(12) Profile grade data.
(13) Type of riprap.
(14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
(15) Fixed/expansion condition of all bents.
(16) Column "H" heights.
(17) Number, size and length of foundations.

c. Additional layout requirements for waterway structures and bridge classification culverts.
(1) Design and 100-year peak discharges.
(2) Design and 100-year high water (HW). (Recorded HW and date if available.)
(3) Natural and through-bridge velocities for design and 100-year floods.
(4) Calculated backwater for design and 100-year floods.
(5) Direction of flow for waterway crossings.
(6) Contours for water crossing.

NO	NO	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5. Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6. Bridge Special Provisions and Specifications (each bridge)
NO	NO	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By: Engineer	County	
NO		8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

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 County of Hidalgo. Written approval by the County required for any exception. Title Insurance shall be paid for by Hidalgo County.

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 <u>is not</u> 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 the County the Form ROW-RTA-10 <u>"Tabulation of Values"</u>, 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 <u>is not</u> 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) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. 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 55 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 (N/A)

1) There are an estimated 0 relocations or displacements for this contract and L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively. (N/A)

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement. (N/A)

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 Court 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 County 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 County, 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.

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the Company.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

CD Tape Required (YES or NO): **YES**

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
ROW Acqusition Services	Mission Office

The work effort will be managed out of the Mission (City) office located at 900 South Stewart Rd. (Address), Mission (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

24. Retaining Wall Layouts/Profiles**
25. Retaining Wall Details**
26. Retaining Wall Standard Details**
27. Guard Fence/Standards and Signal Pole Standards
28. Signal/Electrical Details/Standards and Signal Pole Standards
29. Signing/Markers/Striping Details/Standards
30. Barricade/Construction/Beacon Standards
31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The **ENGINEER** shall be responsible for completing the title sheet as required and formatted by the **STATE** and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the **ENGINEER**.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the **STATE** and consequential redesign and adjustments.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
Use standard sheets.

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the **ENGINEER** for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the **ENGINEER.**

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout: (1) Drilled shaft size and length (2) Soil strength used for design {indicate basis and boring(s) used} (3) Design height (4) Tower height (5) Leg spacings and (6) Design wind speed. The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the **ENGINEER.**

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: Engineer	County	
YES	N/A	Title Sheet
YES	N/A	Project Layout
YES	N/A	Sequence of Work
YES	N/A	Detour Layouts & Profiles
YES	N/A	Construction Pavement Markings
YES	N/A	Signing & Barricades
YES	N/A	Construction Sign & Beacons
YES	N/A	Typical Sections
YES	N/A	Shaping & Finishing Sections
YES	N/A	Slopes Adjacent to Shoulders
YES	N/A	Estimate & Quantities
YES	N/A	General Notes & Specification Data
YES	N/A	Grading Summary
YES	N/A	Miscellaneous Summaries (See following "SUMMARIES" heading)
YES	N/A	Horizontal Curve Data & Alignment Layouts
YES	N/A	Drainage Summaries
YES	N/A	Structure Summaries
YES	N/A	Erosion Control Summary & Details
YES	N/A	Plan/Profile Sheets
YES	N/A	Erosion Control Summary & Details
YES	N/A	Pavement Contours
YES	N/A	Superelevation Transition (If Required)
YES	N/A	Grading Contours
YES	N/A	Guard Fence Layouts
YES	N/A	Storm Water Pollution Prevention Plans (SW3P)
YES	N/A	Drainage Area Maps
YES	N/A	Hydraulic Data
YES	N/A	Drainage Sheets
YES	N/A	Bridge Hydrology Sheets
YES	N/A	Inlet & Manhole Details
YES	N/A	Utility Support Details
YES	N/A	Culvert Cross Sections & Details
YES	N/A	Special Culvert Designs
YES	N/A	Special Drainage Details
YES	N/A	Chain Link Fence Locations
YES	NO	Ramp Details Sheet
YES	N/A	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
YES	NO	Pavement Details
N/A	N/A	Pavement Standard Modification for Concrete Shoulder
N/A	N/A	Concrete Pavement Continuously Reinforced (CPCR)

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	County	
N/A	N/A	Concrete Pavement Contraction Design (CPCD)
N/A	N/A	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
YES	N/A	Bridge Approach Slab Details
YES	N/A	Vehicle Attenuator Details
YES	N/A	Miscellaneous Details
YES	N/A	Wheelchair Ramps
YES	N/A	Pavement Marking Details
YES	N/A	Modified Standards
YES	N/A	List of Standards
YES	N/A	Permanent Signing Plans & Quantities
YES	N/A	Permanent Lighting Plans, Quantities & Standards
YES	N/A	Bridge Layout(s)
YES	NO	Bridge Details
YES	N/A	Retaining Wall Layout(s)
YES	N/A	Retaining Wall Details
N/A	N/A	Pumphouse Details
YES	N/A	Underdrain Details (Retaining Walls)
YES	N/A	Culvert Standards
N/A	N/A	Soil Profile
YES	N/A	Temporary Traffic Signals
YES	N/A	Design Cross Sections
YES	NO	Estimate
YES	N/A	List of Standard Specification, Special Provisions & Special Specifications
YES	N/A	Detour Special Provisions (If Required)
YES	N/A	Construction Time Estimate
NO	N/A	Critical Path Method (CPM)
YES	NO	Unit Price Documentation

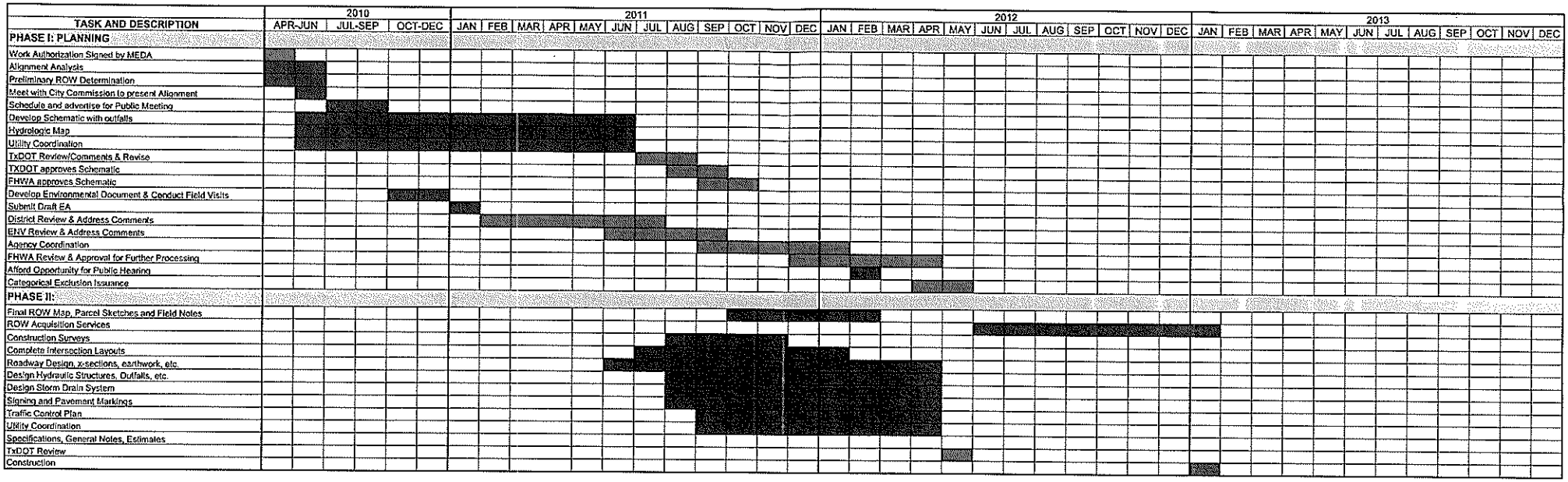
APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	County	
Miscellaneous		
YES	N/A	Conduit Requirements
YES	N/A	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
NO	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

PROJECT: MILE 2 NORTH
LIMITS: from SH 107 (Conway) West to La Homa Road (SH 364)

EXHIBIT "C"
WORK SCHEDULE

7/28/2011



L&G ENGINEERING TASK
CITY TASK
STATE TASK

EXHIBIT "D"
FEE SCHEDULE

	TOTAL PROJECT ESTIMATE AND ENGINEERING FEE FOR MILE 2 (PROJECT 2B) COUNTY ROADWAY
ROADWAY PROJECT:	**MILE 2 (PROJECT 2B)**
LIMITS:	MOOREFIELD ROAD TO LA HOMA ROAD (SH 364)
EXISTING ROADWAY SECTION:	2-LANE RURAL
EXISTING ROW WIDTH:	VARIES 40-FT TO 70-FT
PROPOSED ROADWAY SECTION:	4-LANE URBAN ROADWAY
PROPOSED ROW WIDTH:	70-FT
AVAILABLE FUNDING AT MPO...(From MPO TIP Program - CAT 7 FUNDING).....	$1,246,000.00
ESTIMATED CONSTRUCTION COST...($2.1 Mil/Mile).....	$1,050,000.00
LENGTH: (MILES).....	0.54

ESTIMATED PROJECT COSTS	*STATE/FED*	*LOCAL*
ROADWAY CONSTRUCTION COST (80/20 minus EDC) Assume (95/5)	$997,500.00	$52,500.00
PHASE I - PLANNING -		
Schematic		PAID
Preliminary Office ROW Mapping		PAID
Hydrologic Map for identification of Proposed Outfalls		PAID
Preliminary utility Research for Schematic Identification and cost		PAID
Public Involvement and Environmental Document		PAID
PHASE II - DESIGN, RIGHT OF WAY COSTS AND CONST. INSPECTION WORK AUTH. NO. 9		
Compensible Utilities (Estimated) (Eligible for 80/20)	$ 103,320.00	$ 25,830.00
Eng work Associated with Coordinating Adjustment of Compensable Utilities		$ 45,878.33
Hydrologic Map for the merging of Drainage Basin from Mile 2 to La Homa		$ 30,000.00
ROW Mapping & ROW Field Recovery		$ 56,500.00
Roadway Right-of-Way Costs (Land, Relocations ..)(Eligible for 80/20)	$ -	$ 93,000.00
Outfall Roadway Right-of-Way Costs (land)(Eligible for 80/20)	$ -	$ -
Roadway Right-of-Way Costs - **Acq.Services**		$ 130,500.00
PS&E Development (7% of construction cost)		$ 73,500.00
Design Surveys		$ 21,600.00
Design of Irrigation Structures and Outfalls		$ 15,000.00
Surveys for Outfalls		$ 15,000.00
Signing		$ 11,329.30
Pav't Markings		$ 6,323.80
Signal Design		$ 12,974.90
TxDOT Construction Inspection (11%) (80/20 minus EDC) Assume 95/5	$ 109,725.00	$ 5,775.00
L&G Construction Management		$ 72,000.00
ESTIMATED SUB-TOTAL	**$1,210,545.00**	**$667,711.33**
ESTIMATED TOTAL PROJECT COST		**$1,878,256.33**
ESTIMATED AVAILABLE FUNDS FOR PROJECT AT MPO		**$1,246,000.00**

Work Auth. No. 1 **$ 490,606.33**

ESTIMATED LOCAL PARTICIPATION ABOVE THE ISSUED WORK AUTHORIZATION **$177,105.00**

State/FED Eligible Estimated Cost for MPO Funding

Estimated Local Participation above the Issued Work Authorization

Total Project Estimated Cost

Items not included in Work Authorization

8/2/2011

CC Approved August 16, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 16, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

2. **Roll Call** all present

3. **Pledge of Allegiance** all

4. **Prayer** Com Quintanilla

5. **Approval of Consent Agenda** 13 I 2 , 7 a

6. **Open Forum**

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

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

eport only B. AI-27827 Presentation & Acceptance of Independent Audit Report for the year ended December 31, 2010.

C. AI-28035 Approval to accept a settlement check from Endeavor General Agency in the amount of $884.00 to settle auto accident with County vehicle. (Sheriff Office)

pproved

ecognition only D. AI-28063 Recognition of newly elected District 12 4-H Council Officers

C/mgr E. AI-27777 Discussion, consideration, and approval of First Amendment to Economic Development Agreement with First Hartford Realty and the City of Edinburg regarding Reinvestment Zone Number One, City of Edinburg, TX and the development known generally as "The Shoppes at Rio Grande Valley".

F. AI-28054 Health and Human Services Dept (1100):
Requesting approval to advertise position of Eligibility Specialist I.

pproved

G. AI-28051 IT Dept (1100):
1. Approval to create two (2) temporary full time LUCA Program Clerk positions, slot no.'s 033, & 034, budgeted salary $18,720.00 per yr/ $9.00 per hour.
2. Approval of interdepartmental transfer
3. Approval of revised salary schedule.

approved

Valdez H AI-28042 Fire Marshal's Office:
Approval of application for Official County travel to the 13th Annual Texas Fire Marshal's Conference in Austin, Texas for Fire Marshal Juan Martinez.

pproved

Valdez AI-28067 Fire Marshal's Office:
Requesting approval for Fire Marshal to travel to Austin, Texas on August 30-September 1, 2011

pproved

CC Approved August 16, 2011

CC Approved August 16, 2011

2. AI-28041 Requesting approval of Work Authorization #4 in the amount of $4,496.64 from L&G Engineering Laboratory, LLC to provide Construction Materials Testing Services for Mile 12½ North Road (between FM 88 & Mile 4) Project in Hidalgo County Precinct 1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).
approved

3. AI-27957 a. Pursuant to current contract with L&G (Article 14 of Contract #C-11-054-04-12), a request by engineer to permit the subcontracting of Ergonomic Transportation Solution Inc. in connection to request for action on Work Authorization #2 of the Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road in Precinct 1; and
approved

b. Acceptance and approval of Work Authorization #2-in the amount of $5,900.00 to conduct a Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road in Precinct 1 as submitted by the project Engineer L&G Engineering in connection with Contract #C-11-054-04-12-Professional Engineering Services On-Call Services-MPO and HCRMA, Traffic Studies County Wide Projects.
approved

C. **Pct. 3**

1. AI-28008 a. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "Mile 2 Road Project (Moorefield Road to La Homa Road) for Precinct No. 3 ," with L & G Consulting Engineers Inc., as authorized & approved for negotiations by CC on 06/29/11.
approved

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $490,606.33) for provision of engineering services required by Pct. #3 consisting of: ROW Mapping, Surveying, Right-of-Way Acquisition and Roadway Design for Mile 2 North Project from Moorefield Rd West to SH 364 (La Homa Rd)" with L&G Engineering under contract No. C-11-195-08-16
approved

2. AI-28007 Approval to execute contract awarded by CC on 07/19/11 to Valley Boring Service, LLC., in the amount of $73,160.00 for the ""Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal," and authorize project engineer, Javier Hinojosa Engineering, to issue and forward "Notice to Proceed" to contractor,.
approved

3. AI-27948 Requesting approval of a professional architectural services contract with ERO Architects for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 3 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/21/11).
approved

4. AI-28006 Acceptance and approval to execute a Construction Material Testing Services contract with L&G Engineering Laboratory LLC for Precinct No. 3 (on an as needed basis) Projects as approved by CC for negotiations on CC 07/12/11.
approved

D. **Health & Human Services Dept.**

1. AI-27956 Requesting approval of Change Order No. 3 inceasing number of days for completion of project: "Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements", awarded to The 5125 Company Contract No. C-10-050-03-23 with authority for County Judge or Court Member to execute document.
approved

E. **WIC**

1. AI-27487 Presentation of bid(s) received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract by Commissioners Court for the Request for Bid titled: Hidalgo County WIC Program-"Lease Office Space-City of Donna" through project No.: 2011-151-07-06-SGS.
approved

F. **Community Service Agency**

1. AI-27839 Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo
approved

CC Approved August 16, 2011

AI-28008 **15. C. 1.**
CC REGULAR
Meeting Date: 08/16/2011
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, "Mile 2 Road Project (Moorefield Road to La Homa Road) for Precinct No. 3 ," with L & G Consulting Engineers Inc., as authorized & approved for negotiations by CC on 06/29/11.

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $490,606.33) for provision of engineering services required by Pct. #3 consisting of: ROW Mapping, Surveying, Right-of-Way Acquisition and Roadway Design for Mile 2 North Project from Moorefield Rd West to SH 364 (La Homa Rd)" with L&G Engineering under contract No. C-11-195-08-16

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-123-094-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Avail. Balance as of 8-12-11 $637,000.00

Attachments

Contract
Work Authorization No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/10/2011 04:35 PM
Budget & Management	Merlen P. Munoz	08/10/2011 04:54 PM
Dale Kennan	Dale Kennan	08/11/2011 08:51 AM
Manuel Chapa	Manuel Chapa	08/12/2011 09:29 AM
Auditor's Office	Arcilia Duran	08/12/2011 12:08 PM
Purchasing Department	Marty Salazar	08/12/2011 04:47 PM

Form Started By: Rocio Villarreal Started On: 08/10/2011 03:18 PM
Final Approval Date: 08/12/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-11-195-08-16

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 **"Mile 2 Road Project (Moorefield Road to La Homa Road,"** 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

Approved by Commissioners' Court
on 8/16/11

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

SIGN HERE

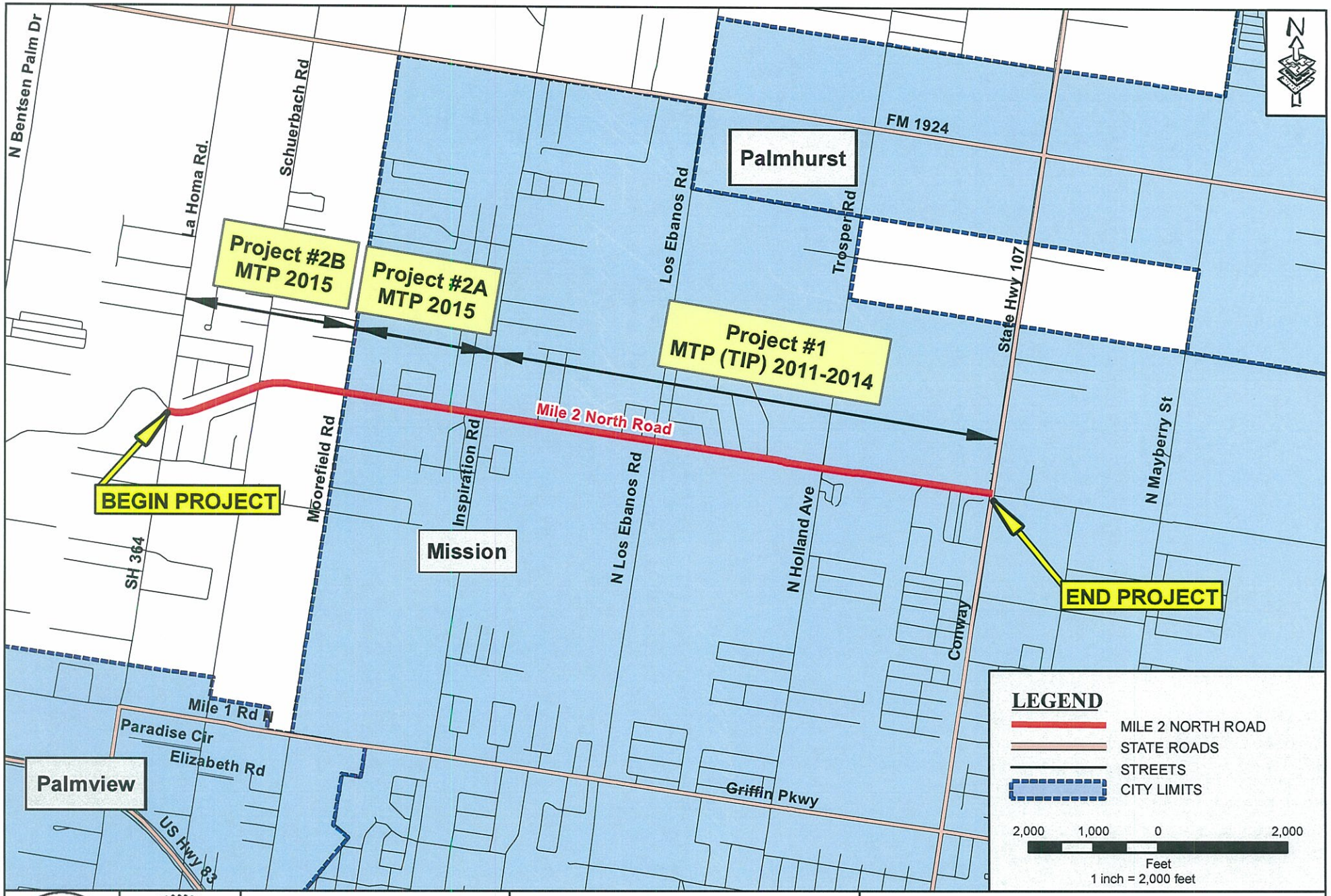
Approved on Commissioners' Court:

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)*



L&G Engineering
Transportation Consulting Engineers

MILE 2 NORTH ROAD PROJECT LOCATION MAP

APPROX. LENGTH: 2.5 MILES

PROJECT #1: FROM INSPIRATION RD TO SH 107 (CONWAY)
APPROX. LENGTH: 1.5 MILES

PROJECT #2A: FROM MOOREFIELD RD TO INSPIRATION RD
APPROX. LENGTH: 0.40 MILE

PROJECT #2B: FROM LA HOMA RD TO MOOREFIELD RD
APPROX. LENGTH: 0.60 MILE

G:\EA MAPS\Mile 2 Lahoma-Conway\Mile2N LOCATION 5-4-11

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.

CITY shall mean City of Mission.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County/City: Hidalgo County /Mission, Texas

Control: _____

Project/Description: PS&E Design, Right-of-Way Mapping, and Acquisition Services for Mile 2 North

Length: Variable

Highway: Mile 2 North

Limits: from Moorefield Road West to La Homa Road (SH 364) (0.60 Mile)

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

ROUTE AND DESIGN STUDIES
(Function Code 110)
Completed by the Mission Economic Development Authority (MEDA)

[LEFT INTENTIONALLY BLANK]

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)
Completed by MEDA

[LEFT INTENTIONALLY BLANK]

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the City has given the engineer written approval of the final location of the proposed ROW lines.

YES NO 1. Ownership Data in a .dgn file
- a. The entire project limits.
- b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
- c. For each drainage outfall property
- d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
- a. A ROW map, parcel plats and field notes shall be prepared and furnished.
- b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
- c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
- a. Property ownership with recording information shall be shown on ROW Map and Parcel Sketches with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
- a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
- b. Computation Sheets for Survey Closure and Area for Each Parcel.
- c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the City and State
- a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Sketches and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA
Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General
a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats
a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor**.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. **State**, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled

___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
Engineer County

1. Field Surveying

YES NO a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

This project shall be tied to the same H&V on La Homa and Mile 2. The Engineer shall provide the control points to tie into.

YES NO b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.
- No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO (2) Photogrammetric ground control
NO (a) Establish horizontal control
NO (b) Establish vertical control points
NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D 3D) for the limits of the project.
(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12

inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

YES NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)
Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

YES NO (11) Additional Field Surveying as shown below:

(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.

(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line.
(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

YES NO (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (14) Soil core hole staking -

YES NO (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

YES NO (16) Profiles of existing drainage facilities

NO NO (17) Measurement of hydraulic opening under existing bridges

YES NO (18) Obtain elevations of manholes and valves of utilities

YES NO (19) Provide temporary signs, traffic control, flags, safety equipment, etc.

YES NO (20) Ties to existing bridges or culverts that may conflict with new construction.

N/A N/A (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

YES N/A (22) Inventory signs, mailboxes, and driveways

YES N/A (23) Survey controlled data sheets per TxDOT guidelines.

Services Provided By: Engineer	County	
N/A	N/A	2. Photogrammetric Products a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: Engineer	County	
		1. Geometric Design
NO	NO	a. Horizontal and Vertical Alignment
NO	NO	b. Schematic Layout (Completed)

(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.

(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.

(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.

(5) The tentative ROW limits.

(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.

(b) Provide a graphics file containing the approved schematic.

(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.

(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).

(8) The control of access lines if Interstate or designated under House Bill 179.

(9) Direction of traffic flow on all roadways.

(10) Location and width of median openings for highway without access control.

(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

Services Provided By: Engineer	County	
NO	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

   The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

N/A	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
YES	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
YES	NO	c.	Design Cross Sections
YES	NO	d.	Determine Cut and Fill Quantities
N/A	NO	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
YES	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes (Show cost estimate with Function Code 110)
YES	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
YES	NO	e.	Basic Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es)
YES	NO	g.	Cost Data
YES	NO	h.	Pavement Material Properties

Services Provided By: Engineer	County	
		5. Pavement Design (Continued)
YES	NO	i. Rehabilitation Investigations
YES	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110) (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	County	

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY**.

1. Hydrologic Studies, Discharges

NO	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination

2. Hydraulic Drainage Study and Documentation

		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
NO	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
YES	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
		c.	Pump stations
NO	NO		(1)
NO	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By:
Engineer County

YES NO 1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES NO 2. Summary of Small Signs Tabulation

NO NO 3. Summary of Large Signs Tabulation including all Guide Signs

YES NO 4. Sign Detail Sheets
   a. All signs except route markers
   b. Design details for large guide signs
   c. Dimensions of letters, shields, borders, corner radii etc.
   d. Designation of shields attached to guide signs
   e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By:
Engineer County

5. Traffic Signals (Continued)

(9) Phase sequence diagram(s)

(a) Signal locations
(b) Signal indications
(c) Phase diagram
(d) Signal sequence table
(e) Flashing operation (normal and emergency)
(f) Preemption operation (when applicable)
(g) Interval timing, cycle length and offset

(10) Construction detail sheets(s)
(a) Poles (TxDOT standard sheets)
(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)

(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

(13) Aerial or underground interconnect details (when applicable)

c. General Requirements

(1) Contact local utility company

YES NO (a) Confirm power source
YES NO (b) Discuss route of aerial or underground interconnect cable (when applicable)
YES NO (c) Adjustment of overhead utility lines
YES NO (2) Prepare governing specifications and special provisions list
YES NO (3) Prepare project estimate

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County		
		1.	Retaining Walls
		a.	Structural Details
NO	NO		(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO		(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO		(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b.	Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
NO	NO		(3)
NO	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint***
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths***
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
NO	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint*** or intervals****
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint***
			(4) Wall panel designations***
			(5) Top of footing elevations***
			(6) Limits of measurement for payment****
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e.	Foundation Studies (Show cost estimate with Function Code 110)
NO	NO		The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f.	Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g.	Estimate
NO	NO	h.	Summary of Quantities
NO	NO	i.	Typical X-section.

Services Provided By:
Engineer County

1. Retaining Walls (continued)

NO

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO		c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
NO	NO		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
NO	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
YES	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
YES	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
NO	NO		a. Utility Agreements
NO	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
NO	NO		e. Traffic Signal Agreements
NO	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	_____
NO	NO	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	NA	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
NO	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	_____
		b. Existing Structure(s)	_____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
NO	NO	(2) Bridge Replacement	_____
NO	NO	(3) Raising Bridge Elevation	_____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
N/A	N/A	(7)	_____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By: Engineer	County		
		2.	Preparation of Bridge Layouts (each bridge) (Continued)
			b. Bridge Layouts (ELEVATION) (1) Type of foundation. (2) Finished grade elevations at beginning and end of bridge. (3) Overall length of structure. (4) Length, type of spans and units. (5) Type of railing. (6) Minimum calculated vertical clearance(s). (7) Existing and proposed ground lines clearly marked. (8) Grid elevations and stations. (9) Bent numbers encircled. (10) Stationing of bridge compatible with grid stations. (11) Standard title. (12) Profile grade data. (13) Type of riprap. (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale. (15) Fixed/expansion condition of all bents. (16) Column "H" heights. (17) Number, size and length of foundations.
			c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW). (Recorded HW and date if available.) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
NO	NO	3.	Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4.	Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5.	Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6.	Bridge Special Provisions and Specifications (each bridge)
NO	NO	7.	Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By:
Engineer County

NO 8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

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 County of Hidalgo. Written approval by the County required for any exception. Title Insurance shall be paid for by Hidalgo County.

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 the 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) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. 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 55 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 (N/A)

1) There are an estimated 0 relocations or displacements for this contract and L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively. (N/A)

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement. (N/A)

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 Court 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 County 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 County, 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.

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the Company.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

CD Tape Required (YES or NO): **YES**

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
ROW Acqusition Services	Mission Office

The work effort will be managed out of the Mission (City) office located at 900 South Stewart Rd. (Address), Mission (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The **ENGINEER** shall be responsible for completing the title sheet as required and formatted by the **STATE** and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the **ENGINEER**.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the **STATE** and consequential redesign and adjustments.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

12. Culvert Cross Sections and Details
    District standard reproducible sheets can be furnished (one each) to the **ENGINEER** for modification of special designs.

13. Manhole and Inlet Details
    District standard reproducible sheets can be furnished (one each) to the **ENGINEER**.

14. Miscellaneous Detail
    Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
    Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
    Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
    A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout: (1) Drilled shaft size and length (2) Soil strength used for design {indicate basis and boring(s) used} (3) Design height (4) Tower height (5) Leg spacings and (6) Design wind speed. The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the **ENGINEER**.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: Engineer	County	
YES	N/A	Title Sheet
YES	N/A	Project Layout
YES	N/A	Sequence of Work
YES	N/A	Detour Layouts & Profiles
YES	N/A	Construction Pavement Markings
YES	N/A	Signing & Barricades
YES	N/A	Construction Sign & Beacons
YES	N/A	Typical Sections
YES	N/A	Shaping & Finishing Sections
YES	N/A	Slopes Adjacent to Shoulders
YES	N/A	Estimate & Quantities
YES	N/A	General Notes & Specification Data
YES	N/A	Grading Summary
YES	N/A	Miscellaneous Summaries (See following "SUMMARIES" heading)
YES	N/A	Horizontal Curve Data & Alignment Layouts
YES	N/A	Drainage Summaries
YES	N/A	Structure Summaries
YES	N/A	Erosion Control Summary & Details
YES	N/A	Plan/Profile Sheets
YES	N/A	Erosion Control Summary & Details
YES	N/A	Pavement Contours
YES	N/A	Superelevation Transition (If Required)
YES	N/A	Grading Contours
YES	N/A	Guard Fence Layouts
YES	N/A	Storm Water Pollution Prevention Plans (SW3P)
YES	N/A	Drainage Area Maps
YES	N/A	Hydraulic Data
YES	N/A	Drainage Sheets
YES	N/A	Bridge Hydrology Sheets
YES	N/A	Inlet & Manhole Details
YES	N/A	Utility Support Details
YES	N/A	Culvert Cross Sections & Details
YES	N/A	Special Culvert Designs
YES	N/A	Special Drainage Details
YES	N/A	Chain Link Fence Locations
YES	NO	Ramp Details Sheet
YES	N/A	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
YES	NO	Pavement Details
N/A	N/A	Pavement Standard Modification for Concrete Shoulder
N/A	N/A	Concrete Pavement Continuously Reinforced (CPCR)

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	County	
N/A	N/A	Concrete Pavement Contraction Design (CPCD)
N/A	N/A	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
YES	N/A	Bridge Approach Slab Details
YES	N/A	Vehicle Attenuator Details
YES	N/A	Miscellaneous Details
YES	N/A	Wheelchair Ramps
YES	N/A	Pavement Marking Details
YES	N/A	Modified Standards
YES	N/A	List of Standards
YES	N/A	Permanent Signing Plans & Quantities
YES	N/A	Permanent Lighting Plans, Quantities & Standards
YES	N/A	Bridge Layout(s)
YES	NO	Bridge Details
YES	N/A	Retaining Wall Layout(s)
YES	N/A	Retaining Wall Details
N/A	N/A	Pumphouse Details
YES	N/A	Underdrain Details (Retaining Walls)
YES	N/A	Culvert Standards
N/A	N/A	Soil Profile
YES	N/A	Temporary Traffic Signals
YES	N/A	Design Cross Sections
YES	NO	Estimate
YES	N/A	List of Standard Specification, Special Provisions & Special Specifications
YES	N/A	Detour Special Provisions (If Required)
YES	N/A	Construction Time Estimate
NO	N/A	Critical Path Method (CPM)
YES	NO	Unit Price Documentation

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	County	
Miscellaneous		
YES	N/A	Conduit Requirements
YES	N/A	Traffic signal Requirements

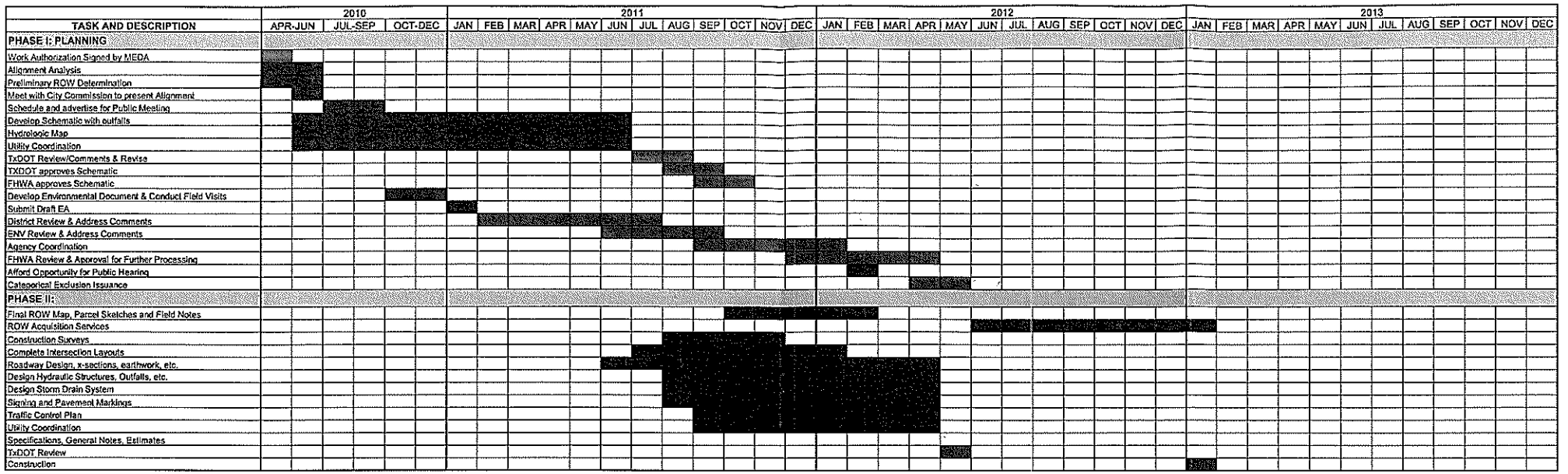
Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
NO	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

PROJECT: MILE 2 NORTH
LIMITS: from SH 107 (Conway) West to La Homa Road (SH 364)

EXHIBIT "C"
WORK SCHEDULE

7/29/2011



L&G ENGNEERING TASK
CITY TASK
STATE TASK

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"
FEE SCHEDULE

	TOTAL PROJECT ESTIMATE AND ENGINEERING FEE FOR MILE 2 (PROJECT 2B) COUNTY ROADWAY
ROADWAY PROJECT:	**MILE 2 (PROJECT 2B)**
LIMITS:	MOOREFIELD ROAD TO LA HOMA ROAD (SH 364)
EXISTING ROADWAY SECTION:	2-LANE RURAL
EXISTING ROW WIDTH:	VARIES 40-FT TO 70-FT
PROPOSED ROADWAY SECTION:	4-LANE URBAN ROADWAY
PROPOSED ROW WIDTH:	70-FT
AVAILABLE FUNDING AT MPO...(From MPO TIP Program - CAT 7 FUNDING).....	$1,246,000.00
ESTIMATED CONSTRUCTION COST...($2.1 Mil/Mile).....	$1,050,000.00
LENGTH: (MILES).....	0.54

ESTIMATED PROJECT COSTS	*STATE/FED*	*LOCAL*
ROADWAY CONSTRUCTION COST (80/20 minus EDC) Assume (95/5)	$997,500.00	$52,500.00
PHASE I - PLANNING -		
Schematic		PAID
Preliminary Office ROW Mapping		PAID
Hydrologic Map for identification of Proposed Outfalls		PAID
Preliminary utility Research for Schematic Identification and cost		PAID
Public Involvement and Environmental Document		PAID
PHASE II - DESIGN, RIGHT OF WAY COSTS AND CONST. INSPECTION WORK AUTH. NO. 9		
Compensible Utilities (Estimated) (Eligible for 80/20)	$ 103,320.00	$ 25,830.00
Eng work Associated with Coordinating Adjustment of Compensable Utilities		$ 45,878.33
Hydrologic Map for the merging of Drainage Basin from Mile 2 to La Homa		$ 30,000.00
ROW Mapping & ROW Field Recovery		$ 56,500.00
Roadway Right-of-Way Costs (Land, Relocations ..)(Eligible for 80/20)	$ -	$ 93,000.00
Outfall Roadway Right-of-Way Costs (land)(Eligible for 80/20)	$ -	$ -
Roadway Right-of-Way Costs - **Acq.Services**		$ 130,500.00
PS&E Development (7% of construction cost)		$ 73,500.00
Design Surveys		$ 21,600.00
Design of Irrigation Structures and Outfalls		$ 15,000.00
Surveys for Outfalls		$ 15,000.00
Signing		$ 11,329.30
Pav't Markings		$ 6,323.80
Signal Design		$ 12,974.90
TxDOT Construction Inspection (11%) (80/20 minus EDC) Assume 95/5	$ 109,725.00	$ 5,775.00
L&G Construction Management		$ 72,000.00
ESTIMATED SUB-TOTAL	**$1,210,545.00**	**$667,711.33**
ESTIMATED TOTAL PROJECT COST		**$1,878,256.33**
ESTIMATED AVAILABLE FUNDS FOR PROJECT AT MPO		**$1,246,000.00**

Work Auth. No. 1 **$ 490,606.33**

ESTIMATED LOCAL PARTICIPATION ABOVE THE ISSUED WORK AUTHORIZATION **$177,105.00**

State/FED Eligible Estimated Cost for MPO Funding

Estimated Local Participation above the Issued Work Authorization

Total Project Estimated Cost

Items not included in Work Authorization

8/2/2011

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:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570	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 :	

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] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
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-_____

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____
_____
_____
_____.

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

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

SAMPLE

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY

BY:_____

SAMPLE

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2011.

THE ENGINEER:

_____

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

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES
C-11-195-08-16

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 L&G Consulting Engineers, Inc. d/b/a **L&G Engineering**, Professional Engineers of, **Mercedes, Texas**, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 16th day of August, 2011 concerning professional engineering services for "**Mile 2 Road Project from Moorefield Road to La Homa Road, for Hidalgo County Precinct No. 3** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 2, Section 2.1 of the **Agreement**, Character and Extent of Services, Scope of Work establishes the services to be provided by the Engineer; and,

WHEREAS, on February 7, 2012 an Interlocal Agreement between the City of Mission and the County of Hidalgo was approved by the Hidalgo County Commissioner's Court extending the project limits; and,

WHEREAS, it has become necessary to amend the contract to reflect the new project limits for the Mile 2 Road Project from Inspiration Road to La Homa Road and the engineering services required.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Section of the Agreement, ***Exhibit B - Services to be provided by the Engineer,*** is revised to reflect the amended project limits for the Mile 2 Road Project to be from Inspiration Road to La Homa Road and the engineering services required

to complete the Phase II Design, Right of -Way Map, Surveys, PS&E Design and Construction Management for the revised Mile 2 Project limits.

II. Section of the Agreement, **Exhibit C - Work Schedule**, is revised to reflect the project's estimated work schedule.

III. Section of the Agreement, **Exhibit D - Fee Schedule**, is revised to reflect the cost of $349,343.94 for the engineering services required for the revised project limits; therefore, increasing the original contract amount of $490,606.33 to $839,950.27.

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 _____, 2012.

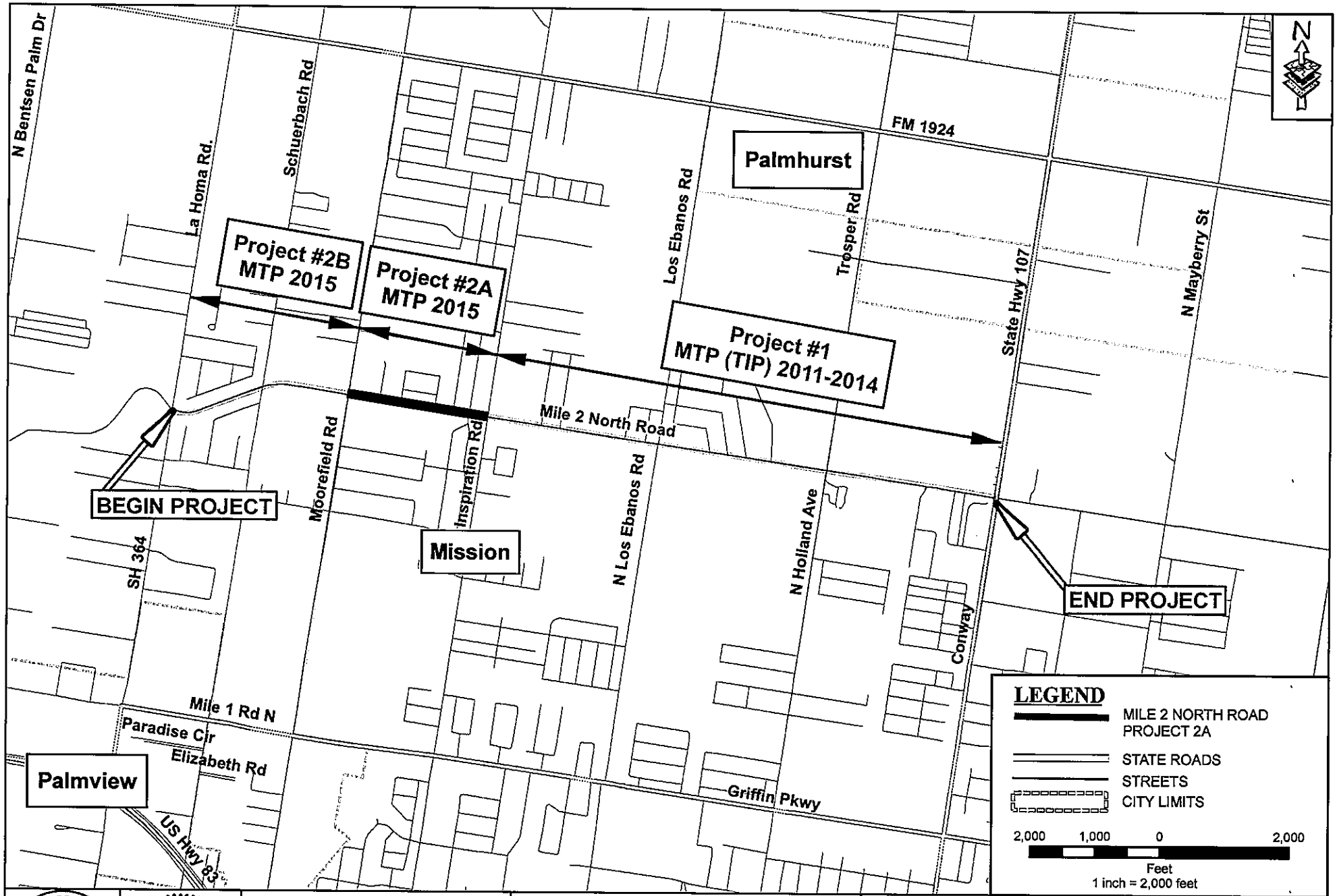
THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF EXHIBITS
Location Map
Exhibit A - Services to be provided by the County (Omitted)
Exhibit B - Services to be provided by the Engineer
Exhibit C - Work Schedule
Exhibit D - Fee Schedule



CITY OF MISSION, TEXAS FOUNDED IN 1908

THE COUNTY OF HIDALGO TEXAS

L&G Engineering
Transportation Consulting Engineers

MILE 2 NORTH ROAD PROJECT 2A LOCATION MAP

APPROX. LENGTH: 0.40 MILES

PROJECT #1: FROM INSPIRATION RD TO SH 107 (CONWAY)
APPROX. LENGTH: 1.5 MILES

PROJECT #2A: FROM MOOREFIELD RD TO INSPIRATION RD
APPROX. LENGTH: 0.40 MILE

PROJECT #2B: FROM LA HOMA RD TO MOOREFIELD RD
APPROX. LENGTH: 0.60 MILE

G:\EA MAPS\Mile 2 Lahoma-Conway\Mile2N LOCATION 2-20-12

EXHIBIT "B"
SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

CITY shall mean City of Mission.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County/City: Hidalgo County /Mission, Texas

Control: _____

Project/Description: PS&E Design, Right-of-Way Mapping, and Acquisition Services for Mile 2 North

Length: Variable

Highway: Mile 2 North

Limits: from Moorefield Road East to Inspiration Road (0.40 Mile)

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

ROUTE AND DESIGN STUDIES
(Function Code 110)
Completed by the Mission Economic Development Authority (MEDA)

[LEFT INTENTIONALLY BLANK]

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)
Completed by MEDA

[LEFT INTENTIONALLY BLANK]

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the County has given the engineer written approval of the final location of the proposed ROW lines.

YES NO 1. Ownership Data in a .dgn file
- a. The entire project limits.
- b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
- c. For each drainage outfall property
- d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
- a. A ROW map, parcel plats and field notes shall be prepared and furnished.
- b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
- c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
- a. Property ownership with recording information shall be shown on ROW Map and Parcel Sketches with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
- a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
- b. Computation Sheets for Survey Closure and Area for Each Parcel.
- c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way Existing and Proposed as identified on page 5-2.

YES NO 6. Records as Required by the City and State
- a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Sketches and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA
Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General
a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats
a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, angle point and 1,000 ft stations in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor**.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.

n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. **State**, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled

___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
Engineer County

1. Field Surveying

YES NO a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

This project shall be tied to the same H&V on La Homa and Mile 2. The Engineer shall provide the control points to tie into.

YES NO b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.
- No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO (2) Photogrammetric ground control
NO (a) Establish horizontal control
NO (b) Establish vertical control points
NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D 3D) for the limits of the project.
(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12

inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

YES NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

YES NO (11) Additional Field Surveying as shown below:

(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.

(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line.
(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

YES NO (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (14) Soil core hole staking -

YES NO (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

YES NO (16) Profiles of existing drainage facilities

NO NO (17) Measurement of hydraulic opening under existing bridges

YES NO (18) Obtain elevations of manholes and valves of utilities

YES NO (19) Provide temporary signs, traffic control, flags, safety equipment, etc.

YES NO (20) Ties to existing bridges or culverts that may conflict with new construction.

N/A N/A (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

YES N/A (22) Inventory signs, mailboxes, and driveways

YES N/A (23) Survey controlled data sheets per TxDOT guidelines.

Services Provided By: Engineer	County	
N/A	N/A	2. Photogrammetric Products a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: Engineer	County	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment
NO	NO	b. Schematic Layout (Completed)

(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.

(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.

(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.

(5) The tentative ROW limits.

(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.

(b) Provide a graphics file containing the approved schematic.

(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.

(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).

(8) The control of access lines if Interstate or designated under House Bill 179.

(9) Direction of traffic flow on all roadways.

(10) Location and width of median openings for highway without access control.

(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

Services Provided By: Engineer	County	
NO	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

N/A	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
YES	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
YES	NO	c.	Design Cross Sections
YES	NO	d.	Determine Cut and Fill Quantities
N/A	NO	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
YES	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes (Show cost estimate with Function Code 110)
YES	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
YES	NO	e.	Basic Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es)
YES	NO	g.	Cost Data
YES	NO	h.	Pavement Material Properties

Services Provided By: Engineer	County	
		5. Pavement Design (Continued)
YES	NO	i. Rehabilitation Investigations
NO	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110) (a) The existing ACP and Flexbase shall not be salvaged.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	County	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY**.
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
NO	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
YES	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
		c.	Pump stations
NO	NO		(1)
NO	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By:
Engineer County

YES NO 1. Signing and Markings Layout

a. Requirements (Separate Layout)
(1) Roadway layout
(2) Center line with station numbering
(3) ROW lines
(4) Culverts and other structures that present a hazard to traffic
(5) Location of utilities, if not shown on plan and profile
(6) Existing signs to remain, to be removed, to be relocated
(7) Proposed signs (illustrated and numbered)
(8) Existing overhead sign bridges to remain, to be revised, removed or relocated
(9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
(10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
(11) Quantities of existing pavement markings to be removed
(12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
(2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
(3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
(4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
(5) Tentative ROW limits
(6) Direction of traffic flow on all roadways
(7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES NO 2. Summary of Small Signs Tabulation

NO NO 3. Summary of Large Signs Tabulation including all Guide Signs

YES NO 4. Sign Detail Sheets
a. All signs except route markers
b. Design details for large guide signs
c. Dimensions of letters, shields, borders, corner radii etc.
d. Designation of shields attached to guide signs
e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (obtained by Engineer from axle counts)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By:
Engineer County

5. Traffic Signals (Continued)

(9) Phase sequence diagram(s)

(a) Signal locations
(b) Signal indications
(c) Phase diagram
(d) Signal sequence table
(e) Flashing operation (normal and emergency)
(f) Preemption operation (when applicable)
(g) Interval timing, cycle length and offset

(10) Construction detail sheets(s)
(a) Poles (TxDOT standard sheets)
(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)

(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

(13) Aerial or underground interconnect details (when applicable)

c. General Requirements

(1) Contact local utility company

YES NO (a) Confirm power source
YES NO (b) Discuss route of aerial or underground interconnect cable (when applicable)
YES NO (c) Adjustment of overhead utility lines
YES NO (2) Prepare governing specifications and special provisions list
YES NO (3) Prepare project estimate

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County	
		1. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
NO	NO	(3)
NO	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
NO	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint*** or intervals****
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
NO	NO	The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f. Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g. Estimate
NO	NO	h. Summary of Quantities
NO	NO	i. Typical X-section.

Services Provided By:
Engineer County

1. Retaining Walls (continued)

NO

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO		c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
NO	NO		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
YES	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
YES	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
YES	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
NO	NO		a. Utility Agreements
NO	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
NO	NO		e. Traffic Signal Agreements
NO	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	_____
NO	NO	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	NA	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
NO	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	_____
		b. Existing Structure(s)	_____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
NO	NO	(2) Bridge Replacement	_____
NO	NO	(3) Raising Bridge Elevation	_____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
N/A	N/A	(7)	_____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By:
Engineer County

NO NO 2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)

(1) Horizontal curve information or bearing of centerline.
(2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
(3) Bearing of center line or reference line.
(4) Skew angle(s).
(5) Slope for header banks and approach fills.
(6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
(7) Approach pavement and crown width.
(8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
(9) Approach slab and curb returns.
(10) Limits and type of riprap.
(11) Proposed features under structure.
(12) Location of profile grade line.
(13) North arrow.
(14) Typical bridge roadway section including preliminary proposed beam types and spacings.
(15) Cross slope and superelevation data.
(16) Minimum horizontal clearances when applicable.
(a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
(17) Location of soil core holes (station and offset), shown on layout.
(18) Bent stations and bearings.
(19) Retaining wall locations.
(20) Traffic flow directional arrows.
(21) Railing types shown.
(22) Joint types and seal size, if used.
(23) Beam line numbers consistent with span details.
(24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
(25) Bearings of utilities.

Services Provided By: Engineer	County	
		2. Preparation of Bridge Layouts (each bridge) (Continued)
		b. Bridge Layouts (ELEVATION)
		(1) Type of foundation.
		(2) Finished grade elevations at beginning and end of bridge.
		(3) Overall length of structure.
		(4) Length, type of spans and units.
		(5) Type of railing.
		(6) Minimum calculated vertical clearance(s).
		(7) Existing and proposed ground lines clearly marked.
		(8) Grid elevations and stations.
		(9) Bent numbers encircled.
		(10) Stationing of bridge compatible with grid stations.
		(11) Standard title.
		(12) Profile grade data.
		(13) Type of riprap.
		(14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
		(15) Fixed/expansion condition of all bents.
		(16) Column "H" heights.
		(17) Number, size and length of foundations.
		c. Additional layout requirements for waterway structures and bridge classification culverts.
		(1) Design and 100-year peak discharges.
		(2) Design and 100-year high water (HW). (Recorded HW and date if available.)
		(3) Natural and through-bridge velocities for design and 100-year floods.
		(4) Calculated backwater for design and 100-year floods.
		(5) Direction of flow for waterway crossings.
		(6) Contours for water crossing.
NO	NO	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5. Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6. Bridge Special Provisions and Specifications (each bridge)
NO	NO	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By: Engineer	County
NO	8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 – ACQUISITION PROVIDER SERVICES
(for 6 PARCELS, 0 EASEMENTS AND NO RELOCATIONS/DISPLACEMENTS)

(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. Title insurance shall be paid for by the Owner.

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) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. 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, estimates 10% of the parcels identified on sheet 12-1 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) The amount of relocations or displacements is identified on Page 12-1; however, if there should be at a later date, L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

   2) L&G will provide advisory services to business displacements and relocate them effectively.

   3) TxDOT will review, approve and pay for all relocation costs as per the Agreement.

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, Preappraisal 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.

   b) Post Hearing Support (by County Attorney)
      i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County 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 County, 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.

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) 40% upon successful negotiation and all instruments are recorded.

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.

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating existing easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the Company.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

CD Tape Required (YES or NO): **YES**

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
ROW Acqusition Services	Mission Office

The work effort will be managed out of the Mission (City) office located at 900 South Stewart Rd. (Address), Mission (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The **ENGINEER** shall be responsible for completing the title sheet as required and formatted by the **STATE** and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the **ENGINEER.**

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the **STATE** and consequential redesign and adjustments.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

12. Culvert Cross Sections and Details
    District standard reproducible sheets can be furnished (one each) to the **ENGINEER** for modification of special designs.

13. Manhole and Inlet Details
    District standard reproducible sheets can be furnished (one each) to the **ENGINEER.**

14. Miscellaneous Detail
    Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
    Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
    Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
    A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout: (1) Drilled shaft size and length (2) Soil strength used for design {indicate basis and boring(s) used} (3) Design height (4) Tower height (5) Leg spacings and (6) Design wind speed. The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the **ENGINEER.**

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: Engineer	County	
YES	N/A	Title Sheet
YES	N/A	Project Layout
YES	N/A	Sequence of Work
YES	N/A	Detour Layouts & Profiles
YES	N/A	Construction Pavement Markings
YES	N/A	Signing & Barricades
YES	N/A	Construction Sign & Beacons
YES	N/A	Typical Sections
YES	N/A	Shaping & Finishing Sections
YES	N/A	Slopes Adjacent to Shoulders
YES	N/A	Estimate & Quantities
YES	N/A	General Notes & Specification Data
YES	N/A	Grading Summary
YES	N/A	Miscellaneous Summaries (See following "SUMMARIES" heading)
YES	N/A	Horizontal Curve Data & Alignment Layouts
YES	N/A	Drainage Summaries
YES	N/A	Structure Summaries
YES	N/A	Erosion Control Summary & Details
YES	N/A	Plan/Profile Sheets
YES	N/A	Erosion Control Summary & Details
NO	N/A	Pavement Contours
YES	N/A	Superelevation Transition (If Required)
NO	N/A	Grading Contours
YES	N/A	Guard Fence Layouts
YES	N/A	Storm Water Pollution Prevention Plans (SW3P)
YES	N/A	Drainage Area Maps
YES	N/A	Hydraulic Data
YES	N/A	Drainage Sheets
NO	N/A	Bridge Hydrology Sheets
YES	N/A	Inlet & Manhole Details
YES	N/A	Utility Support Details
YES	N/A	Culvert Cross Sections & Details
YES	N/A	Special Culvert Designs
YES	N/A	Special Drainage Details
NO	N/A	Chain Link Fence Locations
YES	NO	Ramp Details Sheet
NO	N/A	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
YES	NO	Pavement Details
N/A	N/A	Pavement Standard Modification for Concrete Shoulder
N/A	N/A	Concrete Pavement Continuously Reinforced (CPCR)

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	County	
N/A	N/A	Concrete Pavement Contraction Design (CPCD)
N/A	N/A	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
NO	N/A	Bridge Approach Slab Details
NO	N/A	Vehicle Attenuator Details
YES	N/A	Miscellaneous Details
YES	N/A	Wheelchair Ramps
YES	N/A	Pavement Marking Details
YES	N/A	Modified Standards
YES	N/A	List of Standards
YES	N/A	Permanent Signing Plans & Quantities
YES	N/A	Permanent Lighting Plans, Quantities & Standards
NO	N/A	Bridge Layout(s)
NO	NO	Bridge Details
NO	N/A	Retaining Wall Layout(s)
NO	N/A	Retaining Wall Details
N/A	N/A	Pumphouse Details
NO	N/A	Underdrain Details (Retaining Walls)
YES	N/A	Culvert Standards
N/A	N/A	Soil Profile
NO	N/A	Temporary Traffic Signals
YES	N/A	Design Cross Sections
YES	NO	Estimate
YES	N/A	List of Standard Specification, Special Provisions & Special Specifications
YES	N/A	Detour Special Provisions (If Required)
YES	N/A	Construction Time Estimate
NO	N/A	Critical Path Method (CPM)
YES	NO	Unit Price Documentation

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	County	
Miscellaneous		
YES	N/A	Conduit Requirements
YES	N/A	Traffic signal Requirements

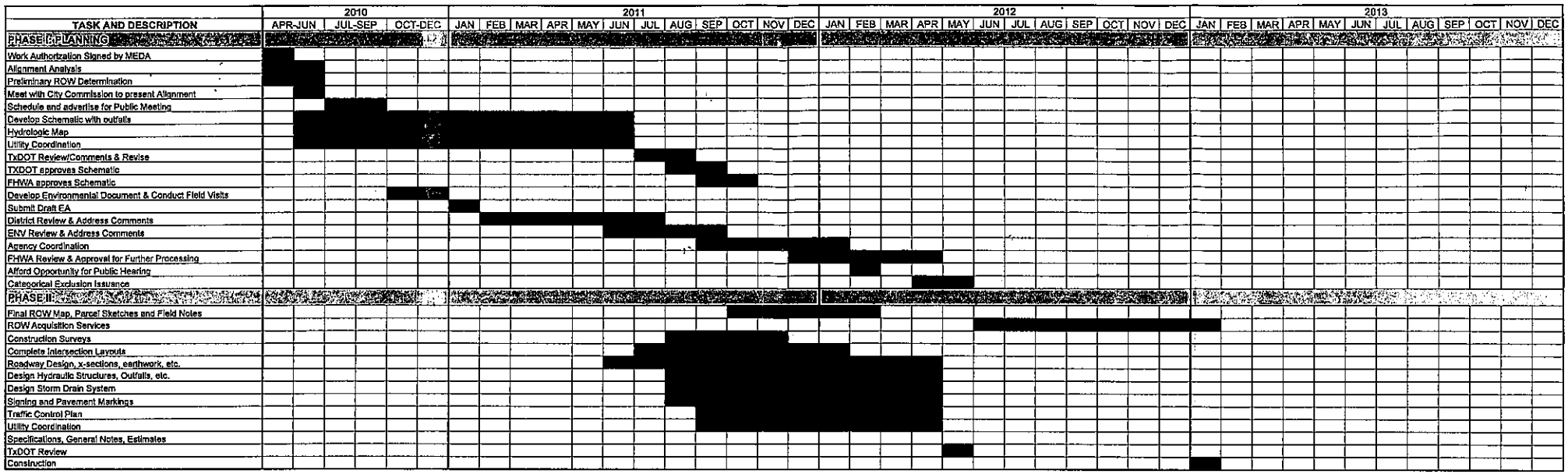
Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

NO	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
NO	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
NO	___	Underdrains
___	___	Base and Pavement
NO	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
NO	___	Retaining Walls
NO	___	Large Structure Summaries
___	___	Small Structure Summaries
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
NO	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
NO	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

PROJECT: MILE 2 NORTH
LIMITS: from SH 107 (Conway) West to La Homa Road (SH 384)

EXHIBIT "C"
WORK SCHEDULE

2/21/2012



L&G ENGNEERING TASK
CITY TASK
STATE TASK

EXHIBIT "D"
FEE SCHEDULE

	TOTAL PROJECT ESTIMATE AND ENGINEERING FEE FOR MILE 2 PROJECT	
ROADWAY PROJECT:	**MILE 2 (PROJECT 2A)**	
LIMITS:	INSPIRATION RD TO MOOREFIELD RD.	
EXISTING ROADWAY SECTION:	2-LANE RURAL	
EXISTING ROW WIDTH:	VARIES 40-FT TO 70-FT	
PROPOSED ROADWAY SECTION:	4-LANE URBAN ROADWAY	
PROPOSED ROW WIDTH:	70-FT	
AVAILABLE FUNDING AT MPO...(From MPO TIP Program - CAT 7 FUNDING).....	$1,246,000.00	
ESTIMATED CONSTRUCTION COST...($2.1 Mil/Mile).....	$920,963.16	
LENGTH: (MILES).....	0.41	
ESTIMATED PROJECT COSTS	*STATE/FED*	*LOCAL*
ROADWAY CONSTRUCTION COST (80/20 minus EDC) Assume (95/5)	$874,915.00	$46,048.16
PHASE I - PLANNING -		
Schematic		PAID
Preliminary Office ROW Mapping		PAID
Hydrologic Map for identification of Proposed Outfalls		PAID
Preliminary utility Research for Schematic Identification and cost		PAID
Public Involvement and Environmental Document		PAID
PHASE II - DESIGN, RIGHT OF WAY COSTS AND CONST. INSPECTION		
Compensible Utilities (Estimated) (Eligible for 80/20)	$ 65,600.00	$ 16,400.00
Eng work Associated with Coordinating Adjustment of Compensable Utilities (AEP,		$ 57,700.00
Hydrologic Map for the merging of Drainage Basin from Mile 2 to La Homa		$ -
ROW Mapping & ROW Field Recovery		$ 45,500.00
Roadway Right-of-Way Costs (Land, Relocations ..)(Eligible for 80/20)	$ -	$ 16,000.00
Outfall Roadway Right-of-Way Costs (land)(Eligible for 80/20)	$ -	$ 23,000.00
Roadway Right-of-Way Costs - **Acq.Services** (See Sheet 2 of 2)		$ 76,800.00
PS&E Development (7% of construction cost)		$ 64,467.42
Design Surveys		$ 16,400.00
Design of Irrigation Structures and Outfalls		$ 25,000.00
Surveys for Outfalls		$ 15,000.00
Signing		$ 17,645.01
Pav't Markings		$ 14,344.06
Signal Design		$ 16,487.45
TxDOT Construction Inspection(11%) (80/20 minus EDC) Assume 95/5	$ 96,240.65	$ 5,065.30
L&G Construction Management		$ -
ESTIMATED SUB-TOTAL	**$1,036,755.65**	**$455,857.40**
ESTIMATED TOTAL PROJECT COST		**$1,492,613.05**
ESTIMATED AVAILABLE FUNDS FOR PROJECT AT MPO		**$1,246,000.00**

Work Authorization No. 2 (Phase II - Design,Right-of-Way Costs & Const. Insp)	**$**	**349,343.94**
ESTIMATED LOCAL PARTICIPATION ABOVE THE ISSUED WORK AUTHORIZATION		**$106,513.46**

State/FED Eligible Estimated Cost for MPO Funding

Estimated Local Participation above the Issued Work Authorization

Total Project Estimated Cost

Items not included in Work Authorization No. 2

EXHIBIT "D"

FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

Mile 2 N. Road
Limits: From Inspiration to Moorefield
0921-02-284

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
6	$4,932.00	$600.00	$2,700.00	$800.00		$3,500.00	$200.00		
Sub Total of Tasks	$29,592.00	$3,600.00	$16,200.00	$4,800.00	$408.00 *	$21,000.00	$1,200.00	$0.00	**$76,800.00**

(*) Appraisal Updates estimated at 1 of 6 parcels at $500.00 each

•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 11-195-08-16
Work Authorization Form

WORK AUTHORIZATION NO. 2

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 preparation of ROW Mapping, Surveying, Right-of-Way Acquisition Services, PS&E and Construction Management for the Mile 2 North Project from Inspiration Road to Moorefield Road.

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 $349,343.94. 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. 2 shall be funded through funding source:
Account No. 2-1342-431-00-123-099-0-841
Requisition Number 212312 (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. The estimated project schedule is 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. 2.

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 February ____, 2012 as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

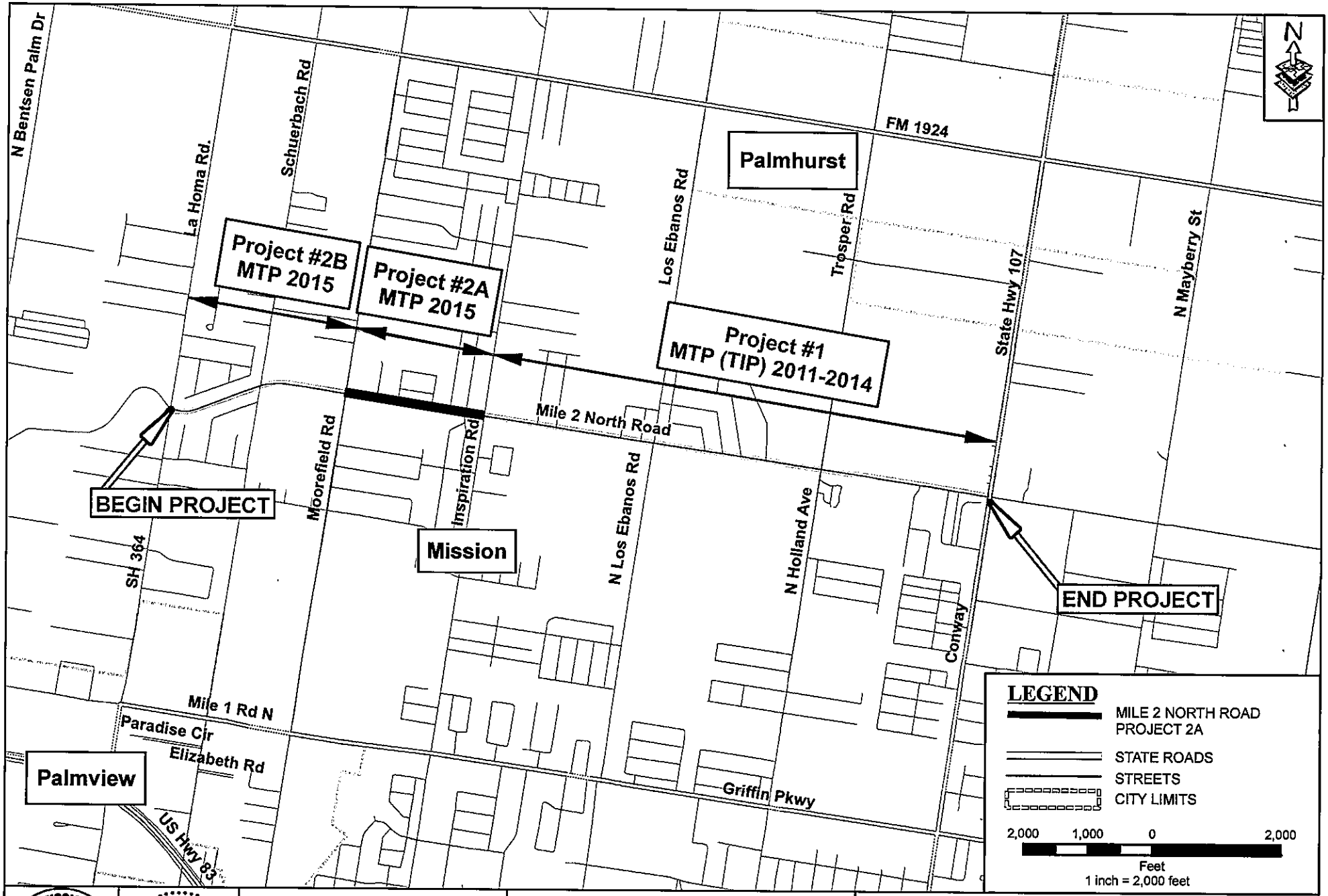
_____
By: Ramon Garcia,
County Judge

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 – Fee Schedule



L&G Engineering
Transportation Consulting Engineers

MILE 2 NORTH ROAD
PROJECT 2A LOCATION MAP
APPROX. LENGTH: 0.40 MILES

PROJECT #1: FROM INSPIRATION RD TO SH 107 (CONWAY)
APPROX. LENGTH: 1.5 MILES
PROJECT #2A: FROM MOOREFIELD RD TO INSPIRATION RD
APPROX. LENGTH: 0.40 MILE
PROJECT #2B: FROM LA HOMA RD TO MOOREFIELD RD
APPROX. LENGTH: 0.60 MILE

G:\EA MAPS\Mile 2 Lahoma-ConwayMile2N LOCATION 2-20-12

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 THE ENGINEER

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

CITY shall mean City of Mission.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County/City: Hidalgo County /Mission, Texas

Control: _____

Project/Description: PS&E Design, Right-of-Way Mapping, and Acquisition Services for Mile 2 North

Length: Variable

Highway: Mile 2 North

Limits: from Moorefield Road East to Inspiration Road (0.40 Mile)

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

ROUTE AND DESIGN STUDIES
(Function Code 110)
Completed by the Mission Economic Development Authority (MEDA)

[LEFT INTENTIONALLY BLANK]

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)
Completed by MEDA

[LEFT INTENTIONALLY BLANK]

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the County has given the engineer written approval of the final location of the proposed ROW lines.

YES NO 1. Ownership Data in a .dgn file
- a. The entire project limits.
- b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
- c. For each drainage outfall property
- d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
- a. A ROW map, parcel plats and field notes shall be prepared and furnished.
- b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
- c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
- a. Property ownership with recording information shall be shown on ROW Map and Parcel Sketches with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
- a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
- b. Computation Sheets for Survey Closure and Area for Each Parcel.
- c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way Existing and Proposed as identified on page 5-2.

YES NO 6. Records as Required by the City and State
- a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Sketches and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA
Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General
a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats
a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, angle point and 1,000 ft stations in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor.**
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.

n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. **State**, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled

___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
Engineer County

1. Field Surveying

YES NO a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

This project shall be tied to the same H&V on La Homa and Mile 2. The Engineer shall provide the control points to tie into.

YES NO b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.
- No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO (2) Photogrammetric ground control
NO (a) Establish horizontal control
NO (b) Establish vertical control points
NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D 3D) for the limits of the project.
(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12

inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

YES NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)
Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

YES NO (11) Additional Field Surveying as shown below:

(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.

(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line.
(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

YES NO (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (14) Soil core hole staking -

YES NO (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

YES NO (16) Profiles of existing drainage facilities

NO NO (17) Measurement of hydraulic opening under existing bridges

YES NO (18) Obtain elevations of manholes and valves of utilities

YES NO (19) Provide temporary signs, traffic control, flags, safety equipment, etc.

YES NO (20) Ties to existing bridges or culverts that may conflict with new construction.

N/A N/A (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

YES N/A (22) Inventory signs, mailboxes, and driveways

YES N/A (23) Survey controlled data sheets per TxDOT guidelines.

Services Provided By: Engineer	County	
N/A	N/A	2. Photogrammetric Products a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By:
Engineer County

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment
NO NO b. Schematic Layout (Completed)
(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
(5) The tentative ROW limits.
(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
(b) Provide a graphics file containing the approved schematic.
(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
(8) The control of access lines if Interstate or designated under House Bill 179.
(9) Direction of traffic flow on all roadways.
(10) Location and width of median openings for highway without access control.
(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

Services Provided By: Engineer	County	
NO	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

   The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

N/A	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
YES	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
YES	NO	c.	Design Cross Sections
YES	NO	d.	Determine Cut and Fill Quantities
N/A	NO	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
YES	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes (Show cost estimate with Function Code 110)
YES	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
YES	NO	e.	Basic Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es)
YES	NO	g.	Cost Data
YES	NO	h.	Pavement Material Properties

Services Provided By: Engineer	County	
		5. Pavement Design (Continued)
YES	NO	i. Rehabilitation Investigations
NO	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110) (a) The existing ACP and Flexbase shall not be salvaged.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	County	

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY.**

1. Hydrologic Studies, Discharges

YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination

2. Hydraulic Drainage Study and Documentation

		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
NO	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
YES	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
		c.	Pump stations
NO	NO		(1)
NO	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By:
Engineer County

YES NO 1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES NO 2. Summary of Small Signs Tabulation

NO NO 3. Summary of Large Signs Tabulation including all Guide Signs

YES NO 4. Sign Detail Sheets
   a. All signs except route markers
   b. Design details for large guide signs
   c. Dimensions of letters, shields, borders, corner radii etc.
   d. Designation of shields attached to guide signs
   e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (obtained by Engineer from axle counts)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By:
Engineer County

5. Traffic Signals (Continued)

(9) Phase sequence diagram(s)

(a) Signal locations
(b) Signal indications
(c) Phase diagram
(d) Signal sequence table
(e) Flashing operation (normal and emergency)
(f) Preemption operation (when applicable)
(g) Interval timing, cycle length and offset

(10) Construction detail sheets(s)
(a) Poles (TxDOT standard sheets)
(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)

(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

(13) Aerial or underground interconnect details (when applicable)

c. General Requirements

(1) Contact local utility company

YES NO (a) Confirm power source
YES NO (b) Discuss route of aerial or underground interconnect cable (when applicable)
YES NO (c) Adjustment of overhead utility lines
YES NO (2) Prepare governing specifications and special provisions list
YES NO (3) Prepare project estimate

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County	
		1. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
NO	NO	(3)
NO	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
NO	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint*** or intervals****
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
NO	NO	The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f. Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g. Estimate
NO	NO	h. Summary of Quantities
NO	NO	i. Typical X-section.

Services Provided By:
Engineer County

1. Retaining Walls (continued)

NO

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO		c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
NO	NO		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
YES	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
YES	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
YES	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
NO	NO		a. Utility Agreements
NO	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
NO	NO		e. Traffic Signal Agreements
NO	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	_____
NO	NO	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	NA	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
NO	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	_____
		b. Existing Structure(s)	_____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
NO	NO	(2) Bridge Replacement	_____
NO	NO	(3) Raising Bridge Elevation	_____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
N/A	N/A	(7)	_____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By:
Engineer County

2. Preparation of Bridge Layouts (each bridge) (Continued)

b. Bridge Layouts (ELEVATION)
(1) Type of foundation.
(2) Finished grade elevations at beginning and end of bridge.
(3) Overall length of structure.
(4) Length, type of spans and units.
(5) Type of railing.
(6) Minimum calculated vertical clearance(s).
(7) Existing and proposed ground lines clearly marked.
(8) Grid elevations and stations.
(9) Bent numbers encircled.
(10) Stationing of bridge compatible with grid stations.
(11) Standard title.
(12) Profile grade data.
(13) Type of riprap.
(14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
(15) Fixed/expansion condition of all bents.
(16) Column "H" heights.
(17) Number, size and length of foundations.

c. Additional layout requirements for waterway structures and bridge classification culverts.
(1) Design and 100-year peak discharges.
(2) Design and 100-year high water (HW). (Recorded HW and date if available.)
(3) Natural and through-bridge velocities for design and 100-year floods.
(4) Calculated backwater for design and 100-year floods.
(5) Direction of flow for waterway crossings.
(6) Contours for water crossing.

NO NO 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)

NO NO 4. Foundation Studies (Show cost estimate with Function Code 110)
The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).

NO NO 5. Bridge Total Quantities and Cost Estimates (each bridge)

NO NO 6. Bridge Special Provisions and Specifications (each bridge)

NO NO 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By: Engineer	County
NO	8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 – ACQUISITION PROVIDER SERVICES
(for 6 PARCELS, 0 EASEMENTS AND NO RELOCATIONS/DISPLACEMENTS)

(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. Title insurance shall be paid for by the Owner.

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) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. 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, estimates 10% of the parcels identified on sheet 12-1 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) The amount of relocations or displacements is identified on Page 12-1; however, if there should be at a later date, L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively.

3) TxDOT will review, approve and pay for all relocation costs as per the Agreement.

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, Preappraisal 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.

b) Post Hearing Support (by County Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County 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 County, 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.

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) 40% upon successful negotiation and all instruments are recorded.

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.

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating existing easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the Company.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

CD Tape Required (YES or NO): **YES**

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
ROW Acqusition Services	Mission Office

The work effort will be managed out of the Mission (City) office located at 900 South Stewart Rd. (Address), Mission (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The **ENGINEER** shall be responsible for completing the title sheet as required and formatted by the **STATE** and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the **ENGINEER**.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the **STATE** and consequential redesign and adjustments.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

12. Culvert Cross Sections and Details
    District standard reproducible sheets can be furnished (one each) to the **ENGINEER** for modification of special designs.

13. Manhole and Inlet Details
    District standard reproducible sheets can be furnished (one each) to the **ENGINEER.**

14. Miscellaneous Detail
    Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
    Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
    Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
    A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout: (1) Drilled shaft size and length (2) Soil strength used for design {indicate basis and boring(s) used} (3) Design height (4) Tower height (5) Leg spacings and (6) Design wind speed. The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the **ENGINEER.**

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: Engineer	County	
YES	N/A	Title Sheet
YES	N/A	Project Layout
YES	N/A	Sequence of Work
YES	N/A	Detour Layouts & Profiles
YES	N/A	Construction Pavement Markings
YES	N/A	Signing & Barricades
YES	N/A	Construction Sign & Beacons
YES	N/A	Typical Sections
YES	N/A	Shaping & Finishing Sections
YES	N/A	Slopes Adjacent to Shoulders
YES	N/A	Estimate & Quantities
YES	N/A	General Notes & Specification Data
YES	N/A	Grading Summary
YES	N/A	Miscellaneous Summaries (See following "SUMMARIES" heading)
YES	N/A	Horizontal Curve Data & Alignment Layouts
YES	N/A	Drainage Summaries
YES	N/A	Structure Summaries
YES	N/A	Erosion Control Summary & Details
YES	N/A	Plan/Profile Sheets
YES	N/A	Erosion Control Summary & Details
NO	N/A	Pavement Contours
YES	N/A	Superelevation Transition (If Required)
NO	N/A	Grading Contours
YES	N/A	Guard Fence Layouts
YES	N/A	Storm Water Pollution Prevention Plans (SW3P)
YES	N/A	Drainage Area Maps
YES	N/A	Hydraulic Data
YES	N/A	Drainage Sheets
NO	N/A	Bridge Hydrology Sheets
YES	N/A	Inlet & Manhole Details
YES	N/A	Utility Support Details
YES	N/A	Culvert Cross Sections & Details
YES	N/A	Special Culvert Designs
YES	N/A	Special Drainage Details
NO	N/A	Chain Link Fence Locations
YES	NO	Ramp Details Sheet
NO	N/A	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
YES	NO	Pavement Details
N/A	N/A	Pavement Standard Modification for Concrete Shoulder
N/A	N/A	Concrete Pavement Continuously Reinforced (CPCR)

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	County	
N/A	N/A	Concrete Pavement Contraction Design (CPCD)
N/A	N/A	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
NO	N/A	Bridge Approach Slab Details
NO	N/A	Vehicle Attenuator Details
YES	N/A	Miscellaneous Details
YES	N/A	Wheelchair Ramps
YES	N/A	Pavement Marking Details
YES	N/A	Modified Standards
YES	N/A	List of Standards
YES	N/A	Permanent Signing Plans & Quantities
YES	N/A	Permanent Lighting Plans, Quantities & Standards
NO	N/A	Bridge Layout(s)
NO	NO	Bridge Details
NO	N/A	Retaining Wall Layout(s)
NO	N/A	Retaining Wall Details
N/A	N/A	Pumphouse Details
NO	N/A	Underdrain Details (Retaining Walls)
YES	N/A	Culvert Standards
N/A	N/A	Soil Profile
NO	N/A	Temporary Traffic Signals
YES	N/A	Design Cross Sections
YES	NO	Estimate
YES	N/A	List of Standard Specification, Special Provisions & Special Specifications
YES	N/A	Detour Special Provisions (If Required)
YES	N/A	Construction Time Estimate
NO	N/A	Critical Path Method (CPM)
YES	NO	Unit Price Documentation

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	County	
Miscellaneous		
YES	N/A	Conduit Requirements
YES	N/A	Traffic signal Requirements

Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

NO	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
NO	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
NO	___	Underdrains
___	___	Base and Pavement
NO	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
NO	___	Retaining Walls
NO	___	Large Structure Summaries
___	___	Small Structure Summaries
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
NO	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
NO	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

PROJECT: MILE 2 NORTH
LIMITS: from SH 107 (Conway) West to La Homa Road (SH 364)

EXHIBIT "C"
WORK SCHEDULE

2/21/2012

TASK AND DESCRIPTION	2010			2011												2012												2013											
	APR-JUN	JUL-SEP	OCT-DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PHASE I PLANNING																																						
Work Authorization Signed by MEDA																																						
Alignment Analysis																																						
Preliminary ROW Determination																																						
Meet with City Commission to present Alignment																																						
Schedule and advertise for Public Meeting																																						
Develop Schematic with outfalls																																						
Hydrologic Map																																						
Utility Coordination																																						
TxDOT Review/Comments & Revise																																						
TXDOT approves Schematic																																						
FHWA approves Schematic																																						
Develop Environmental Document & Conduct Field Visits																																						
Submit Draft EA																																						
District Review & Address Comments																																						
ENV Review & Address Comments																																						
Agency Coordination																																						
FHWA Review & Approval for Further Processing																																						
Afford Opportunity for Public Hearing																																						
Categorical Exclusion Issuance																																						
PHASE II																																						
Final ROW Map, Parcel Sketches and Field Notes																																						
ROW Acquisition Services																																						
Construction Surveys																																						
Complete Intersection Layouts																																						
Roadway Design, x-sections, earthwork, etc.																																						
Design Hydraulic Structures, Outfalls, etc.																																						
Design Storm Drain System																																						
Signing and Pavement Markings																																						
Traffic Control Plan																																						
Utility Coordination																																						
Specifications, General Notes, Estimates																																						
TxDOT Review																																						
Construction																																						

L&G ENGNEERING TASK
CITY TASK
STATE TASK

EXHIBIT "D"
FEE SCHEDULE

	TOTAL PROJECT ESTIMATE AND ENGINEERING FEE FOR MILE 2 PROJECT
ROADWAY PROJECT:	**MILE 2 (PROJECT 2A)**
LIMITS:	INSPIRATION RD TO MOOREFIELD RD.
EXISTING ROADWAY SECTION:	2-LANE RURAL
EXISTING ROW WIDTH:	VARIES 40-FT TO 70-FT
PROPOSED ROADWAY SECTION:	4-LANE URBAN ROADWAY
PROPOSED ROW WIDTH:	70-FT
AVAILABLE FUNDING AT MPO...(From MPO TIP Program - CAT 7 FUNDING).....	$1,246,000.00
ESTIMATED CONSTRUCTION COST...($2.1 Mil/Mile).....	$920,963.16
LENGTH: (MILES).....	0.41

ESTIMATED PROJECT COSTS	*STATE/FED*	*LOCAL*
ROADWAY CONSTRUCTION COST (80/20 minus EDC) Assume (95/5)	$874,915.00	$46,048.16
PHASE I - PLANNING -		
Schematic		PAID
Preliminary Office ROW Mapping		PAID
Hydrologic Map for identification of Proposed Outfalls		PAID
Preliminary utility Research for Schematic Identification and cost		PAID
Public Involvement and Environmental Document		PAID
PHASE II - DESIGN, RIGHT OF WAY COSTS AND CONST. INSPECTION		
Compensible Utilities (Estimated) (Eligible for 80/20)	$ 65,600.00	$ 16,400.00
Eng work Associated with Coordinating Adjustment of Compensable Utilities (AEP,		$ 57,700.00
Hydrologic Map for the merging of Drainage Basin from Mile 2 to La Homa		$ -
ROW Mapping & ROW Field Recovery		$ 45,500.00
Roadway Right-of-Way Costs (Land, Relocations ..)(Eligible for 80/20)	$ -	$ 16,000.00
Outfall Roadway Right-of-Way Costs (land)(Eligible for 80/20)	$ -	$ 23,000.00
Roadway Right-of-Way Costs - **Acq.Services** (See Sheet 2 of 2)		$ 76,800.00
PS&E Development (7% of construction cost)		$ 64,467.42
Design Surveys		$ 16,400.00
Design of Irrigation Structures and Outfalls		$ 25,000.00
Surveys for Outfalls		$ 15,000.00
Signing		$ 17,645.01
Pav't Markings		$ 14,344.06
Signal Design		$ 16,487.45
TxDOT Construction Inspection (11%) (80/20 minus EDC) Assume 95/5	$ 96,240.65	$ 5,065.30
L&G Construction Management		$ -
ESTIMATED SUB-TOTAL	**$1,036,755.65**	**$455,857.40**
ESTIMATED TOTAL PROJECT COST		**$1,492,613.05**
ESTIMATED AVAILABLE FUNDS FOR PROJECT AT MPO		**$1,246,000.00**

Work Authorization No. 2 (Phase II - Design,Right-of-Way Costs & Const. Insp)	**$ 349,343.94**
ESTIMATED LOCAL PARTICIPATION ABOVE THE ISSUED WORK AUTHORIZATION	**$106,513.46**

State/FED Eligible Estimated Cost for MPO Funding

Estimated Local Participation above the Issued Work Authorization

Total Project Estimated Cost

Items not included in Work Authorization No. 2

EXHIBIT "D"

FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

Mile 2 N. Road
Limits: From Inspiration to Moorefield
0921-02-284

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
6	$4,932.00	$600.00	$2,700.00	$800.00		$3,500.00	$200.00		
Sub Total of Tasks	$29,592.00	$3,600.00	$16,200.00	$4,800.00	$408.00 *	$21,000.00	$1,200.00	$0.00	**$76,800.00**

(*) Appraisal Updates estimated at 1 of 6 parcels at $500.00 each

•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

AI-31418 **22. F. 1.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting rescind action taken on 03/06/2012 for AI-31105 and AI-31106 for Maintenance and Support with Votec Corporation;

b. Requesting exemption from competitive bidding requirements, Texas Local Government Code, 262.024 (7) (A) items for which competition is precluded because of the exsitence of patents, copyrights, secret processes, or monopolies;

c. Requesting authority to enter into a 12-month software renewal maintenance agreement with Votec Corporation from 10/01/2011-09/30/2012 thru the following requisitions;
Requisition #209119.
1. Oracle Support User Fee for 10 users @ $100.00 each/year = $1,000.00
2. Vemacs Base Support Fee $1,200.00/year
3. Vemacs per voter warranty and support fee 256,327 @ $50,732.70/year
with a total from new price list of $52,932.70.

d. Requesting authority to enter into a 12-month Field System Software Maintenace Support services with Votec Corporation from 10/01/2011 - 09/30/2012 through the following requisition 209113 in the amount of $10,980.00/yr for 61 users at $180.00 each.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-414-00-130-001-0-336

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

BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1283-414-00-130-010-8-336

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

BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-414-00-130-001-0-336

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This is to continue our support/maintenance services agreement for the Elections Department software purchased from Votec Corporation thru contract C-2007-243-05-01 approved thru C.C. on 05/01/2007.

Attachments

Votec 209113

Votec 209119

Votec Sole source

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2012 04:00 PM
Budget & Management	Erika Zamora	03/08/2012 04:14 PM
Auditor's Office	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Tanya Delira Started On: 03/08/2012 09:50 AM

Final Approval Date: 03/09/2012

Requisition

Req # 00209113

PO #

Date: 01/12/12

Bill To: x
x

Vendor : 344877
VOTEC CORPORATION
16870 W BERNADRO DR, SUITE 340
SAN DIEGO CA 92127
FAX (858)674-6050

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **Mel Esparza**
956-318-2570

Contract No: **DIR-SDD-937**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-937		
		DO NOT DUPLICATE ORDER		
1.00		VOTESAFE SUPPORT- 10/01/2011-09/30/2012		.00
61.00		FIELD SYSTEM SOFTWARE SUPPORT	180.00	10,980.00
		Account No	Encumbrance	
		2-1100-414-00-130-001-0-336	10,980.00	
			Freight	.00
			Total	10,980.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

OTEC

- INVOICE -

Yvonne Ramon
Hidalgo County Elections Administrator
PO Box 659
Edinburg TX 78539

Invoice # 11249
February 13, 2012

Subject: VoteSafe Support - 10/01/2011 - 09/30/2012
Reference:

Item	Quantity	Description	Unit Price	Extended
1	61	Field System Software Support	$180.00	$10,980.00
		Total		**$10,980.00**

Due and payable upon invoice.

Thank you.

16870 W BERNARDO DR • SUITE 340 • SAN DIEGO, CA 92127 • (800) 348-6832 • FAX (858) 674-6050

ATTACHMENT I- SOFTWARE LICENSE AGREEMENT

Agreement dated this _____ day of_____, 2007, by and between HIDALGO County, hereinafter referred to as the LICENSEE, and VOTEC CORPORATION of San Diego, California, hereinafter referred to as LICENSOR, for the installation, training, and licensing of the following Software Systems, hereinafter referred to as LICENSED SYSTEMS, to LICENSEE under the terms and conditions contained herein.

(Headings used in this Agreement are for the convenience of the reader and do not add meaning to the Agreement.)

1. LICENSED SOFTWARE SUB-SYSTEMS:

All screens, reports, and batch processes to support the mandated or otherwise agreed upon database functions of LICENSEE in the following areas:

- Voter Registration
- Mapping
- Mail Ballots
- Early Voting
- Election Initiation
- Polling Locations
- Poll Workers
- Petition Checking
- Administrative
- TEAM Support
- Imaging for all of the above

Such programs as may be added to these sub-systems from time to time.

2. INSTALLATION SITE AND COMPUTERS

LICENSED SYSTEM is licensed for use computers operated by the LICENSEE Elections Department in support of voter file management and elections within LICENSEE's jurisdiction.

3. LICENSE

LICENSOR agrees to grant, and LICENSEE agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is hereby acknowledged, a non-exclusive LICENSE to use the LICENSED SYSTEMS as set forth in this agreement.

4. SYSTEM REGISTRATION AND PROTECTION

LICENSEE agrees that the LICENSEE in the conduct of its business shall use the LICENSED SYSTEMS set forth hereinabove. The LICENSEE further agrees that all applicable LICENSOR copyrights and patent rights plus all LICENSOR copying protection, and security provisions will be strictly observed.

5. PROTECTION AND SECURITY

LICENSEE acknowledges that the LICENSED SYSTEMS constitute a valuable asset of the LICENSOR, and the LICENSOR has proprietary rights and interest in and to the Systems and that portions thereof are confidential. Accordingly, LICENSEE agrees as follows:

LICENSEE may make a) Working copies of the System in machine-readable format for backup purposes and in accordance with LICENSEE's standard software backup policies only.

b) LICENSEE agrees that it shall not make any copies of manuals, flow charts, or other related documents, or portions thereof, directly or indirectly, except for purposes of maintaining voter files and conducting elections within LICENSEE's jurisdiction.

c) LICENSEE agrees not to reveal the Licensed System materials including manuals, flow charts, program code, and related materials to any other parties other than LICENSEE's employees except as may be contractually stipulated in the event of catastrophic interruption of LICENSOR's business, as required by Freedom of Information laws operative in Hidalgo County whether they be County, State, or Federal laws, or as required in a court of law.

6. PATENT AND COPYRIGHT INDEMNIFICATION

LICENSOR agrees to defend and hold LICENSEE harmless from any patent, trade secret, or copyright infringement claim arising out of LICENSEE's use of the LICENSED SYSTEM.

7. WARRANTY

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for a period of one year after delivery.

LICENSOR warrants that the product, as delivered, supports the voter registration and election management requirements mandated by the State of Texas and by the United States of America.

LICENSOR further agrees to make the product conform to any subsequent legal requirements for the State of Texas and of the United States of America within the one-year term of the installation warranty at no additional charge.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

8. LIMITATION OF LIABILITY

LICENSOR shall not be liable for any loss or damage caused by LICENSEE employees, consequential or otherwise, occurring out of or in connection with the use or performance of the System. LICENSOR may license the System to other customers without any consideration or liability to LICENSEE whatsoever.

9. TERMINATION

This license is terminable by the LICENSOR at any time, with thirty (30) days written notice, if LICENSEE fails to comply with any of the terms, conditions or provisions of Section 5 (SYSTEM REGISTRATION AND PROTECTION) and Section 6 (PROTECTION AND SECURITY) of this License.

In the event of default by LICENSEE of any of the terms of Sections 5 or 6 of this Agreement and a subsequent termination by LICENSOR, the LICENSOR shall be entitled to immediate possession of the LICENSED SYSTEM and LICENSEE shall forthwith return all related documents, materials, data, copies of the System, and the like.

LICENSEE shall be allowed continued use of the LICENSED SYSTEM for up to 120 days after written notice in order to conclude work on elections whose election date is within the 90 days following written notice of termination.

10. GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

This Agreement is not assignable and any attempt to assign any rights, duties or obligations under this Agreement will be void.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect.

All rights and remedies of the parties hereto, whether evidenced hereby or by any subsequent agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

11. ACCEPTANCE

Acceptance by LICENSOR:

VOTEC Corporation

Authorized Signature

CEO
Title

5/21/7
Date

Acceptance by LICENSEE:

HIDALGO County

Authorized Signature

County Judge
Title

5/14/07
Date

APPROVED AS TO FORM:
Atlas & Hall, L.L.P
800 Pecan
McAllen, TX 78504

By:

ATTEST:

Arturo Guajardo Jr, County Clerk

REC'D DEC 08 2011

VOTEC

- INVOICE -

Yvonne Ramon
Hidalgo County Elections Administrator
PO Box 659
Edinburg TX 78539

Invoice #: 11249
December 3, 2011

Subject: VoteSafe Support - 10/01/2011 - 09/30/2012

1	61	Field System Software Support	$180.00	$10,980.00
		Total		**$10,980.00**

Due and payable upon invoice.

Thank you.

[redacted] • SUITE 340 • SAN DIEGO, CA 92127 • (800) [redacted] • FAX (858) [redacted]

Tanya.Delira

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 24, 2012 10:15 AM
To: 'Veronica Lopez'; 'Tanya.Delira'
Subject: RE:
Importance: High

Attach this to the agenda item.

From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Friday, February 24, 2012 9:12 AM
To: 'Tanya.Delira'
Cc: 'Martha Salazar'
Subject: RE:

Good morning Tanya,

Attached you will find the two invoices sent from Votec for req # 209113 and 209119. The date the invoices were received and stamped by the employee that opens the mail was December 08, 2011. At that time we began getting things organized with SOS in order to use HAVA funding. The date of the requisition created for these invoices is January 12, 2012.

Votec delayed when sending the invoices which then caused a delay with the organization of the funding needed to pay the invoice.

Let me know if you have additional questions.

Veronica Lopez
Accountant II
Hidalgo County Elections Department
☎ (956) 318-2570 Ext. 5715
(956) 393-2039
veronica.lopez@co.hidalgo.tx.us

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Thursday, February 23, 2012 4:13 PM
To: 'Veronica Lopez'
Cc: 'Martha Salazar'
Subject: RE:

Ms. Veronica can you please explain to us why these Agreements are from 10/01/2011-09/30/2012 and we are barely taking them to C.C.?

From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Monday, February 13, 2012 1:42 PM
To: 'Tanya.Delira'
Subject: FW:

Tanya,

Attached are the revised Votec 61 software and VEMACS invoices. The dates have been revised and the DIR contract # are reflected.

Req # 209113 (61) software
Req # 209119 VEMACS

Let me know if you need anything else.
Thanks for all your help!

Veronica Lopez
Accountant II
Hidalgo County Elections Department
☎ (956) 318-2570 Ext. 5715
🖷(956) 393-2039
✉veronica.lopez@co.hidalgo.tx.us

From: John Medcalf [mailto:john.medcalf@votec.net]
Sent: Monday, February 13, 2012 12:07 PM
To: veronica.lopez@co.hidalgo.tx.us
Cc: Wendy Swann
Subject:

Veronica,

Let me know if you need anything different.

Let me know if you need a hard copy.

John

--
John Medcalf
CEO, VOTEC Corporation
800-348-6832

3. **Presentation for consideration, discussion acceptance and approval of Work Authorization #6 in the amount of $108,296.15 with RODRIGUEZ ENGINEERING for "Mile 12 from (FM 88 to Mile 6) and for Mile 13 1/2 from (FM 1015 to Mile 6)" -Hidalgo County Precinct No. 1, in connection with Contract No. G-06-217-07-18.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

C. Health Department

1. **Requesting authority to advertise a Request for Qualifications and approval of draft qualifications/scope of services and/or requirements as attached hereto for "Professional Licensed Nurse Practitioner" project.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

   At this time the Court moved to item E.

D. Elections Department

1. **Presentation for discussion, consideration and authority to purchase voter registration software, license fees, installation, training, technical support and maintenance services with approval of contract and software license agreement (subject to legal review) through evaluation of solicited proposals (utilizing best practices guidelines) from TBPC CISV Program vendor VoTech in an amount not to exceed $ 213,000.00**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to funding.

   At this time the Court moved to item #13-A.

E. Buildings & Grounds

1. **Approval of request for payment Application No. 2 in the amount of $ 68,668.48 from Rigney Construction contracted vendor for: Interior Repairs and Renovations 398th. District Court" contract No. C-06-176-01-29 P0 No. 580665 and as certified for payment by project architect, AGADC contract No. C-06-177-04-11 PG No. 570477. (6-176)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

Requisition

3148

Req # 00209119

PO #

Date: 01/12/12

Bill To: x
x

Vendor : 344877

VOTEC CORPORATION
16870 W BERNADRO DR, SUITE 340
SAN DIEGO CA 92127
FAX (858)674-6050

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **Mel Esparza**
956-318-2570

Contract No: **DIR-SDD-937**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-937		
		DO NOT DUPLICATE ORDER		
10.00		ORACLE LICENSE FOR VEMACS SUPPORT@ 100.00	100.00	1,000.00
1.00		BASE VEMACS SUPPORT FEE	1,200.00	1,200.00
1.00		256,327 VEMACS PER VOTER FEE PER SCHEDULE	50,732.70	50,732.70
		Account No	Encumbrance	
		2-1100-414-00-130-001-0-336	.13,715.62	
		2-1283-414-00-130-010-8-336	39,217.08	
			Freight	.00
			Total	52,932.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

OTEC

- INVOICE -

Yvonne Ramon
Hidalgo County Elections Administrator
PO Box 659
Edinburg TX 78539

Invoice # 11113
February 13, 2012

Subject: VEMACS Support - 10/01/2011 - 09/30/2012
Reference:

Item	Quantity	Description	Unit Price	Extended
1	10	Oracle license for VEMACS Support	$100.00	$1,000.00
2	1	Base VEMACS support fee	$1,200.00	$1,200.00
3	256,327	VEMACS per voter fee per schedule		$50,732.70
		Total		**$52,932.70**

Due and payable upon invoice.

Thank you.

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- Petition Checking
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- TEAM Support
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Such programs as may be added to these sub-systems from time to time.

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Acceptance by LICENSOR:

VOTEC Corporation

Authorized Signature

CEO
Title

5/21/7
Date

Acceptance by LICENSEE:

HIDALGO County

Authorized Signature

County Judge
Title

5/14/07
Date

APPROVED AS TO FORM:
Atlas & Hall, L.L.P
800 Pecan
McAllen, TX 78504

By:

ATTEST:

Arturo Guajardo Jr, County Clerk

Tanya.Delira

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 24, 2012 10:15 AM
To: 'Veronica Lopez'; 'Tanya.Delira'
Subject: RE:
Importance: High

Attach this to the agenda item.

From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Friday, February 24, 2012 9:12 AM
To: 'Tanya.Delira'
Cc: 'Martha Salazar'
Subject: RE:

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Let me know if you have additional questions.

Veronica Lopez
Accountant II
Hidalgo County Elections Department
☎ (956) 318-2570 Ext. 5715
🖷(956) 393-2039
✉veronica.lopez@co.hidalgo.tx.us

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To: 'Veronica Lopez'
Cc: 'Martha Salazar'
Subject: RE:

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Sent: Monday, February 13, 2012 1:42 PM
To: 'Tanya.Delira'
Subject: FW:

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Req # 209113 (61) software
Req # 209119 VEMACS

Let me know if you need anything else.
Thanks for all your help!

Veronica Lopez
Accountant II
Hidalgo County Elections Department
☎ (956) 318-2570 Ext. 5715
🖷(956) 393-2039
✉veronica.lopez@co.hidalgo.tx.us

From: John Medcalf [mailto:john.medcalf@votec.net]
Sent: Monday, February 13, 2012 12:07 PM
To: veronica.lopez@co.hidalgo.tx.us
Cc: Wendy Swann
Subject:

Veronica,

Let me know if you need anything different.

Let me know if you need a hard copy.

John

--
John Medcalf
CEO, VOTEC Corporation
800-348-6832

RECD DEC 08 2011

VOTEC

- INVOICE -

Yvonne Ramon
Elections Administrator
PO Box 659
Edinburg TX 78539

Invoice #: 11113
December 2, 2011

Subject: VEMACS Support - 10/01/2011 - 09/30/2012

1	10	Oracle license for VEMACS Support	$100.00	$1,000.00
2	1	Base VEMACS support fee	$1,200.00	$1,200.00
3	256,327	VEMACS per voter fee per schedule	$0.00	$50,732.70
		Total		**$52,932.70**

Due and payable upon invoice.

Thank you.

[illegible]

3. **Presentation for consideration, discussion acceptance and approval of Work Authorization #6 in the amount of $108,296.15 with RODRIGUEZ ENGINEERING for "Mile 12 from (FM 88 to Mile 6) and for Mile 13 1/2 from (FM 1015 to Mile 6)" -Hidalgo County Precinct No. 1, in connection with Contract No. G-06-217-07-18.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

C. Health Department

1. **Requesting authority to advertise a Request for Qualifications and approval of draft qualifications/scope of services and/or requirements as attached hereto for "Professional Licensed Nurse Practitioner" project.**

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1. **Presentation for discussion, consideration and authority to purchase voter registration software, license fees, installation, training, technical support and maintenance services with approval of contract and software license agreement (subject to legal review) through evaluation of solicited proposals (utilizing best practices guidelines) from TBPC CISV Program vendor VoTech in an amount not to exceed $ 213,000.00**

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   At this time the Court moved to item #13-A.

E. Buildings & Grounds

1. **Approval of request for payment Application No. 2 in the amount of $ 68,668.48 from Rigney Construction contracted vendor for: Interior Repairs and Renovations 398th. District Court" contract No. C-06-176-01-29 P0 No. 580665 and as certified for payment by project architect, AGADC contract No. C-06-177-04-11 PG No. 570477. (6-176)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

VOTEC Corporation

March 8, 2012

Tanya De Lira
Hidalgo County Purchasing
2802 S. Business Hwy. 281
Edinburg, TX 78539

Dear Ms. De Lira:

VOTEC Corporation of San Diego California is pleased to offer support and maintenance for VOTEC Corporations VEMACS and VoteSafe software systems licensed to the Hidalgo County Elections Administrator.

VOTEC Corporation is the author and the sole provider of all VEMACS and VoteSafe software system modules.

Sincerely,

John Medcalf, CEO

New Address January 2011
16870 W BERNARDO DR • SUITE 340 • SAN DIEGO • CA 92127 • (800) 348-6832 • FAX (858) 674-6050

AI-31263 **22. F. 2.**

CC REGULAR

Meeting Date: 03/13/2012

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Elections Department:

1. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)

2. Approval of a "Sole Source Declaration" with Enviromental Systems Research Institute for purchase or licenses, maintenance and support services and authority to purchase 2 ArcEditor Concurrent Use Upgrade from ArcView Single Use thru requistion 20953 in the amount of $9,900.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-414-00-130-001-0-747

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

BUDGETARY IMPACT:

Req#209531 available for $9,900.00

Attachments

ESRI 209531

ESRI AFFIDAVIT

ESRI SOLE SOURCE LETTER

ESRI ELECTIONS LETTER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 10:03 AM
Roland Garcia	Rolando Garcia	03/08/2012 01:17 PM
Auditor's Office	Monica Badillo	03/09/2012 05:05 PM

Form Started By: Tanya Delira Started On: 02/29/2012 08:55 AM

Final Approval Date: 03/09/2012

Requisition

Req # 00209531

PO #

Date: 01/19/12

Bill To: x
x

Vendor : 306703
ENVIRONMENTAL SYSTEMS RESEARCH INSTI'
INC. DBA ESRI
380 NEW YORK STREET
REDLANDS CA 92373-8100
FAX (909)793-5953

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **Mel Esparza**
956-318-2570

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00		ArcEditor Concurrent Use Upgrade from ArcView Single Use; item# 102583	4,950.00	9,900.00
1.00				.00
		Account No	Encumbrance	
		2-1100-414-00-130-001-0-747	9,900.00	
			Freight	.00
			Total	9,900.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Quotation # 20397386

Date: December 12, 2011

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 **Fax: 1 (909) 307-3049**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/12/2011 To: 06/09/2012

Customer # 431226 **Contract #**

COUNTY OF HIDALGO
ELECTIONS DEPT
101 S 10 AVE
EDINBURG, TX 78539

ATTENTION: Veronica Lopez
PHONE: (956) 318-2570
FAX:

Material	Qty	Description	Unit Price	Total
102583	2	ArcEditor Concurrent Use Upgrade from ArcView Single Use*	4,950.00	9,900.00
			Item Total:	9,900.00
			Subtotal:	9,900.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	$9,900.00

*A volume discount has been applied. Quantity discounts apply on a per-order, per-item basis. If you wish to purchase a different number of licenses, please contact me for a revised quotation with adjusted per-unit pricing.

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The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
86497	1	ArcEditor Concurrent Use Primary Maintenance (FYI, year 2)	1,500.00	1,500.00
86500	1	ArcEditor Concurrent Use Secondary Maintenance (FYI, year 2)	1,200.00	1,200.00

Sole Source.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Sandra Evich **Email:** sevich@esri.com **Phone:** (909) 793-2853 x1720

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(E204 04/22/2010)

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(E300 09/29/2011)

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  - ArcView (either 1 or 2 and 25, 33, 44, and 45)
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- ArcGIS Server Extensions
  - ArcGIS for INSPIRE (7, 8, 33, and 35)
  - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
  - ArcGIS Server Image Extension (7, 8, and 42)
  - ArcGIS Server Image Extension Service Editor (1)
  - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, and 35)
- ArcIMS
  - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
  - Desktop (1 and 25)
  - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
  - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
  - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
  - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
  - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri CityEngine (either 1 or 2 and 44)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri File Geodatabase API (47)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Portal for ArcGIS (5, 6, 31, 33, 61, 62, and 63)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Esri Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Business Analyst Online Mobile (1, 6, 25, 33, 48, 56, 57, and 58)
- Esri Community Analyst (6, 25, 33, 48, 56, 57, and 58)
- Esri MapStudio (6, 25, 33, 34, 35, and 56)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) Data (either 3, 4, or 5 and 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Server Data (either 3, 4, or 5 and 21, 25, 33, 45, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
  - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

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Sentinel Key Number (begins with 371) or Media Access Control (MAC) Address*
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Name (Printed)

FlexLM HostID*—for UNIX Operating System
(Concurrent Use 9.x and prior, Floating and Nodelock)

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Date

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HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Chris Johnson a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Chris Johnson. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Environmental Systems Research Institute, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   ArcEditor
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Chris Johnson

SWORN AND SUBSCRIBED TO under oath before me on 16 day of February, 2012

See attached
NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES

COMPANY NAME: Environmental Systems Research Institute, Inc. **(Esri)**
ADDRESS, CITY, STATE & ZIP CODE: 380 New York Street, Redlands, CA 92373-8100
PHONE: 888-377-4575 Fax NUMBER: 909-307-3083
CONTACT NAME AND TITLE: Customer Service Department
WEB ADDRESS: www.esri.com EMAIL: service@esri.com
FEDERAL TAX ID NUMBER: **95-2775732** TEXAS SALES TAX NUMBER: **1-95-2775732-2**

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GOVERNMENT CODE § 8202

☑ See Attached Document (Notary to cross out lines 1–6 below)
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1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 16th (Date) day of February (Month), 20 12 (Year), by

(1) CHRIS JOHNSON (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

JESSICA M. LUND
COMM. #1947672
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires September 8, 2015

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Item #5910

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
Telephone: 909-793-2853, extension 1990
E-mail: jricks@esri.com

DATE: 01/19/2012

TO: To Whom It May Concern

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

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If you have further questions, please contact me at 909-793-2853, extension 1-1990.

Sincerely,

J. Ricks

Jackie Ricks

HIDALGO COUNTY
texas

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: **Martha Salazar- Purchasing Agent**

From: **Yvonne Ramón- Elections Administrator**

Date: **February 22, 2012**

Subject: **ESRI- ArcEditor Concurrent Use Upgrade from ArcView**

The Elections Department IT Division is in need of two ArcEditor Concurrent Use Upgrade licenses. These particular licenses are needed in order to allow employees to work concurrently on the same data. As you know, we are in the middle of the redistricting process and need these licenses in order to make any progress.

In 2004 the first ESRI GIS licenses was purchased by the Elections Department. At that time, ESRI had a DIR contract which allowed for ease during the procurement process. ESRI no longer holds a DIR contract. We have provided your department with a sole source letter as well as a sole source affidavit (requisition # 209531).

ESRI, the industry leader and most popular GIS software used around the world, was the vendor chosen due to the features offered by the ArcView software. ESRI is the industry standard for this type of product. ArcGIS ArcView is the most popular full-featured software for visualizing, managing, creating, and analyzing geographical data. Due to the experience obtained over the past years with the GIS software purchased in 2004, we would like to continue with ESRI and upgrade to the ArcEditor Concurrent Use Upgrade license. Please assist us with the requisition in order to obtain the needed software.

Thank you for continued cooperation. If you have any questions, please contact me at (956) 318-2570 ext. 5712.

AI-31332 **22. G. 1.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation for discussion, consideration, acceptance and approval for County Judge to execute the North Alamo Water Supply Corporation Service Agreement for the installation of the water meter for the Sheriff's Office Substation-Pct 1 Area.

b. Presentation for discussion, consideration, acceptance, and approval for County Judge to execute the Exclusion Request Form from Hidalgo/Cameron County Irrigation District No. 9 for the Sheriff's Office Substation-Pct 1 Area.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Project engineer, DOS Logistics, indicates that no fiscal impact associated with forms.

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-423-00-280-036-0-720

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

BUDGETARY IMPACT:

Available balance as of 3-8-12 $152,487.91
(Ref Acct# 2-1336-423-00-280-036-0-720)

Attachments

North Alamo Water Supply

Exclusion Request Form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2012 11:59 AM
Budget & Management	Angela Garcia	03/08/2012 01:03 PM
Manuel Chapa	Manuel Chapa	03/08/2012 04:33 PM
Auditor's Office	Monica Badillo	03/09/2012 05:05 PM

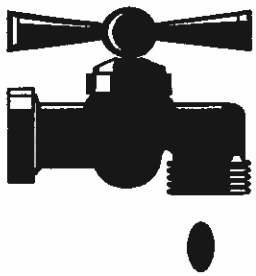
Form Started By: Rocio Villarreal Started On: 03/02/2012 03:28 PM

Final Approval Date: 03/09/2012

Applications are taken from **Monday through Friday from 8:30 am to 4:00 pm**.Please have the application ready when you come into the office.

1. Property owner has to fill the application out.
2. **We will need a copy of the deed to show proof of ownership.**
3. Do not forget to read and sign the Service Agreement.
4. We will need for you to attain **1 permit** from the **Hidalgo County Planning Dept. (956) 318-2840,** located at 1304 S. 25th – Edinburg, if you live outside city limits and have septic tanks. If you live within the **city limits, the city you pertain to will provide you with the permits.** If you live in **Willacy County** we will need a building permit from the **Willacy County Courthouse** annex building in Raymondville. For more information please call the county inspector at (956) 689-3393. In **Cameron County,** you will need to attain **1 permit** from the **Cameron County Environmental Health Department, Jesse Silva (956-247-3606) or Richard Castillo (956-247-3604) .**
5. Place a stake on your property where you want the water meter. The stake should be at least 3 feet high with your name painted on the stake. Wherever you place the stake, is where we will set the meter. If you ever have to move the meter, you will have to pay for relocating the meter.
   - **Keep in mind that we will need access to the meter at all times. Fences, dogs, and driveways must be considered before placing the stake on your property.** If you are planning to build a fence, you must build the fence allowing access to the meter. If you already have a fence, you must fix the fence in a way our repair and meter departments have access to the meter. Keeping meter box free of litter, is your responsibility. **Do not tie your dog close to the meter.**
6. If you do not live in a subdivision, please use the map diagram on the application to indicate the nearest crossroads where you live.
7. If you have water related medical emergency, please furnish a proof document signed by a physician stating the water-related emergency.
8. If the Developer of your subdivision has given you a pre-paid letter we will need it for our files. The letter will replace the amount of your membership and the customer only pays the inspection.
9. Please provide us with a copy of your **picture ID** or **Drivers License.**
10. Please sign and date at the bottom once you have read and understood the above mentioned.

Applicant's Signature _____ Date _____ New Accts. Rep. _____



North Alamo Water Supply Corporation
420 S. Doolittle Rd.
Edinburg, Tx 78542
383-1618

WO#_____

ROW_____PE_____
RES_____COM_____
DEED_____

PD_____ND_____

AMT $_____

Date: _____

Property owner(s): _____ Spouse_____

Home Phone # (_____) _____ Work Phone # (_____)_____

Driver's License #_____ Driver's License #_____

Marital Status: Single (_____) Married (_____) Widowed (_____)

Mailing Address: _____

City: _____ State _____ Zip Code _____

Number in family_____

Will you have a sprinkler system? _____

Will the water be for residential or commercial use? _____

If commercial, please state what type of business: _____
And, what will the water service be used for? _____

Subdivision Name: _____Lot #_____ Blk #_____

Name of Road: _____

Description of lot (empty lot, house; color) _____.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

_____Male _____Female

_____White, Not of Hispanic Origin

_____Black, Not of Hispanic Origin

_____American Indian or Alaskan Native

_____Hispanic

_____Other, Specify_____

_____Asian or Pacific Islander

Rec #_____Date Paid _____Amt $ _____

This institution is an equal opportunity provider, and employer.

Have you previously received water service from North Alamo Water Supply Corporation (NAWSC), if so, under your name or another persons name?_____
If yes, please list below all names and account numbers.
Name:_____Name:_____Name:_____
Acct #_____Acct #_____Acct #_____

Do you understand and agree that once the Board of Directors of NAWSC has accepted your application for membership and a water meter has been installed by NAWSC for your use, the monthly minimum and usage fee will commence and you as the member will be responsible for it's payment to NAWSC regardless of whether or not water is used or whether or not plumbing is connected to members side of the meter?
Yes_____ No_____

Do you understand and agree that you as the NAWSC member are responsible for all charges to the membership account regardless of who used the water?
Yes_____ No_____

Do you understand and agree the Board of Directors of NAWSC has the authority and responsibility of fixing the charges and fees to cover the costs and provide funds to meet legal obligations of NAWSC?
Yes_____ No_____

Do you understand and agree the service agreement authorizes access of the NAWSC to the meter located on your property and assumes you will comply with the laws Texas and the Texas Department of Health regarding your use of the water service?
Yes_____ No_____

Do you understand and agree that some time in the future, NAWSC may require a right-of-way easement over and across your property for the purpose of installing potable water facilities and your refusal to grant such easement of such form, as may be required by NAWSC, will result in discontinuance of your water service and cancellation of your NAWSC membership?
Yes_____ No_____

Do you acknowledge that you must maintain in compliance with all applicable local governmental Ordinances or regulations, including but not limited to ordinances or regulations relating to the regulations of subdivisions, and that your failure to comply, may result in the termination of the water service to you?
Yes_____ No_____

Do you understand that there are no exemptions for a service charge, due to a trip that a serviceman or service made?
Yes_____ No_____

_____ _____
Applicant's Signature Date

North Alamo Water Supply Corporation
Service Agreement

AGREEMENT made on this _____day of _____, 20_____ between North Alamo Water Supply Corporation, a Corporation organized under the laws of the State of Texas (here in after call The Corporation) and _____.

The Corporation agrees to sell and deliver water to the Member and Member agrees to purchase and receive water from the Corporation, for general farm use and domestic purposes, in accordance with the bylaws and rules of the Corporation as amended from time to time by the Corporation's Board of Directors.

The member shall pay the Corporation for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by Corporation's Board of Directors
The Board of Directors shall have the authority to cancel the membership of any member in the event of nonpayment of any water charges or assessments owing by said member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent member.

All water shall be metered by Water Meters furnished and installed by the Corporation.

In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Corporation may pro-rate the water available among the various Members on such basis as is deemed suitable by the Board Of Director, and may also prescribe a Schedule of hours covering the use of water for any purposes by particular Members and require adherence thereto or prohibit the use of water for any purposes; provided that, if at any time the total water supply by insufficient to meet all the needs of all the members the Corporation must first satisfy all the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock before supplying any water for garden purposes.

The member shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Corporation or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the water distribution. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device. No cross-connection between the public drinking water supply and a private water system is permitted. No connection which allows water to be returned to the public drinking water supply is permitted. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

The Member shall install and maintain at his own expense a service line from the meter to the point of use.

The Member shall hold the Corporation harmless from any and all claims or demands for damages to real-estate or personal property occurring from the point of Member ties on to the Corporation meter to the final destination of the line installed by Member. The Member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meter valves and any other such equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation. Failure to provide such requested easements may result in the termination of water service.

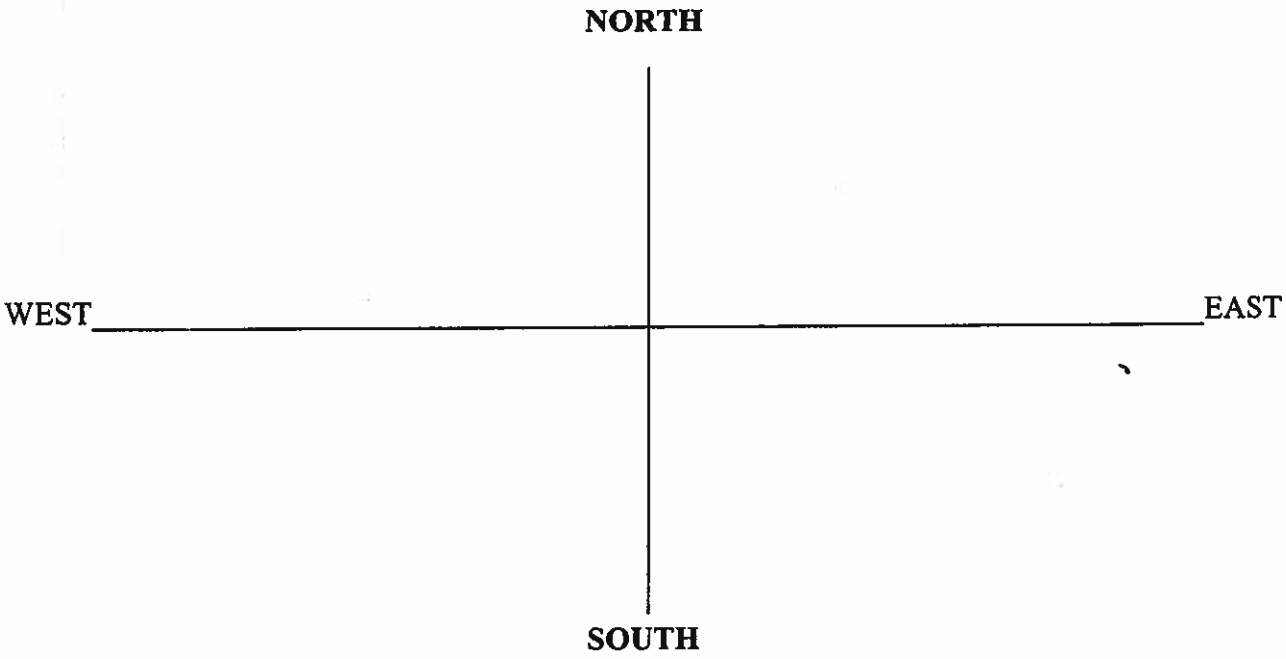
The Corporation shall have the right to locate a water service meter and pipe, necessary to connect the meter on the property of the Member at a point to be chosen by the Corporation and shall have access to its property on the Member's premises at all time for any purpose connected with or in the furtherance of its business operations, and on discontinuance of service shall have the right to remove any of its property from the Members premises.

If the customer fails to comply with the terms of the Service Agreement, the Corporation may at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.

Member_____Co-Owner/Spouse _____

***** PLEASE STAKE METER LOCATION WITH NAME ON STAKE*****
STAKE SHOULD BE AT LEAST 3 FEET HIGH.

Make map showing closest crossroads.



INFORMATION DISCLOSURE

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of $1.00 to cover the cost of set-up and implementation order for $1.00 to:

North Alamo Water Supply Corporation
420 South Doolittle Road
Edinburg, TX 78539

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS. We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) an consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

Need all information and signature

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of $1.00 for this service.

Name of Account Holder	Account Number
Address	Area Code/Telephone
City State Zip Code	**Signature**

EXCLUSION REQUEST

Date_____

Board of Directors
Hidalgo & Cameron Counties Irrigation District #9

I request Hidalgo & Cameron Counties Irrigation District #9 exclude my property from the District Boundaries.

Account # (s) A0800-00-000-1073-00

Property Description (Legal Metes & Bounds):

Deed Volume & Page or Document #: 1825216

Owner Name _____

Address _____

City, St, Zip _____

Phone No. _____

Owner Signature _____

(Subdivision _____)

Hidalgo CAD

Property Search Results > Property ID 108489 COUNTY OF HIDALGO for Year 2012

Property Details

Account

Property ID:	108489
Geo. ID:	A0800-00-000-1073-00
Type:	Real
Legal Description:	ADAMS TRACT BNG AN IRR TR W531.28' FT 1073 12.48AC GR 12.18AC NET

Location

Address:	MI 11 & MI 3 TX
Neighborhood:	
Mapsco:	
Jurisdictions:	CAD, DR1, FD1, GHD, JCC, R09, SST, SWL, W09

Owner

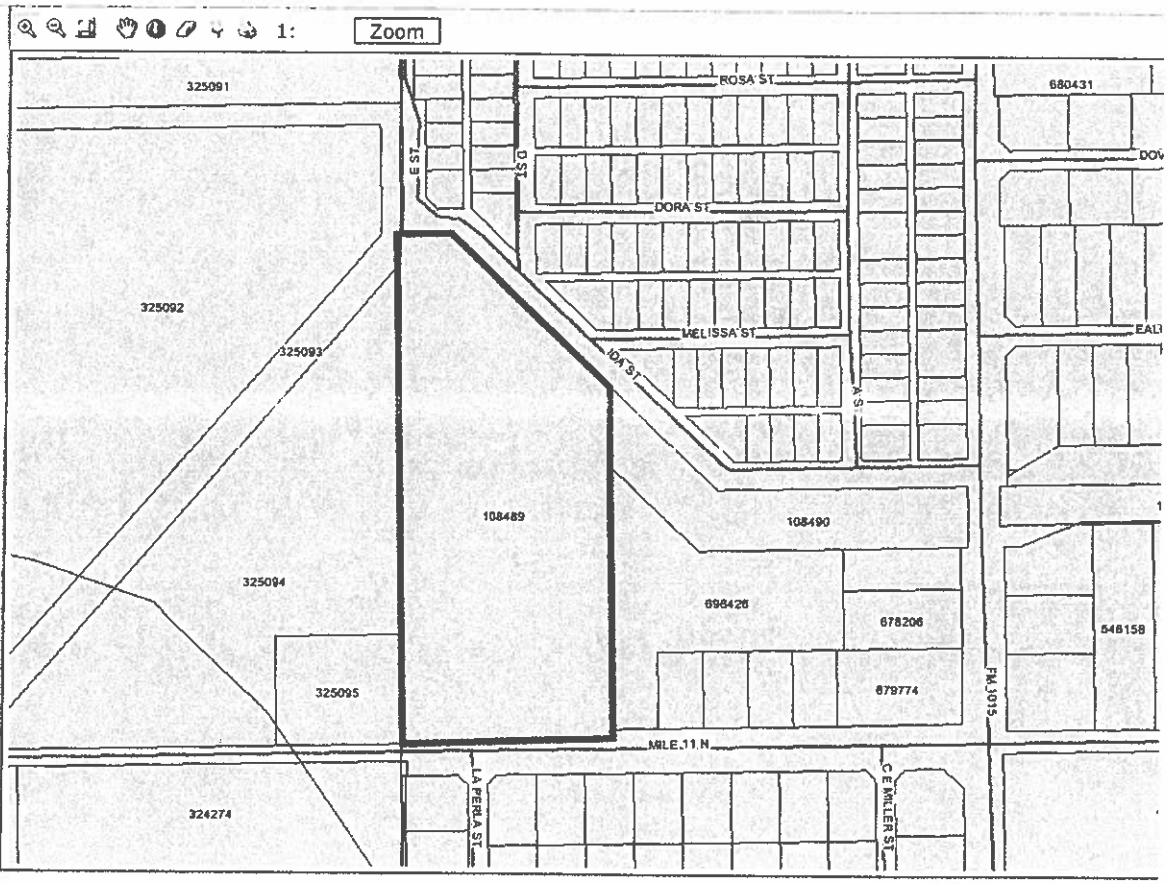
Name:	COUNTY OF HIDALGO
Address:	100 E CANO ST EDINBURG, TX 78539-4582

Property

Appraised Value: $146,160

Map Layers

Radius Search



Website version: 1.2.2.0

Database last updated on: 2/27/2012 5:21 AM

This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

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AI-31266 **23. C.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Andres Lozano

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 11:04 AM
Auditor's Office	Arcilia Duran	03/01/2012 12:47 PM
Purchasing Department	Marty Salazar	03/01/2012 01:09 PM

Form Started By: Aida Alvarez Started On: 02/29/2012 10:18 AM

Final Approval Date: 03/01/2012

AI-31280 **23. D.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Andrea Villarreal

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 02:03 PM
Auditor's Office	Arcilia Duran	03/01/2012 12:47 PM
Purchasing Department	Marty Salazar	03/01/2012 01:08 PM

Form Started By: Aida Alvarez Started On: 02/29/2012 01:35 PM

Final Approval Date: 03/01/2012

AI-31267 **24. C.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Andres Lozano

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 11:04 AM
Auditor's Office	Arcilia Duran	03/01/2012 12:47 PM
Purchasing Department	Marty Salazar	03/01/2012 01:09 PM

Form Started By: Aida Alvarez Started On: 02/29/2012 10:20 AM

Final Approval Date: 03/01/2012

AI-31282 **24. D.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Andrea Villarreal

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 02:04 PM
Auditor's Office	Arcilia Duran	03/01/2012 12:47 PM
Purchasing Department	Marty Salazar	03/01/2012 01:09 PM

Form Started By: Aida Alvarez Started On: 02/29/2012 01:37 PM

Final Approval Date: 03/01/2012