

AI-33360

Comm. Court Executive Office 5. B.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Nereida Garza, HUMAN
RESOURCES/CIVIL
SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Elections Department:
Requesting approval to advertise/ hire for the following position:

Slot No.	Position Title	Grade
0109	Accountant II	10

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-414-00-130-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No Budgetary Impact. Funds budgeted within slot.

Positions currently vacant.

Attachments

Requisition/Job Description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/23/2012 09:08 AM
Sylvia Solis	Sylvia Solis	07/23/2012 11:17 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Nereida Garza		Started On: 07/20/2012 08:11 AM
	Final Approval Date: 07/27/2012	

HUMAN RESOURCES DEPARTMENT REQUISITION FORM

Received

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Elections Department

JUL 19 2012
Human Resources

ANNOUNCE VACANCY USING (check one box)

INTERNAL ANNOUNCEMENT PROCEDURE OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE ACCOUNTANT II

NEW POSITION OR REPLACEMENT FOR: VERONICA LOPEZ EMPLOYEE NO 157716

DEPT NO 0130 POSITION/SLOT NO 0109

ADVERTISED SALARY: \$35254 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: _____

WORK LOCATION / HOURS: Hidalgo County Elections Department, 101 South 10th Avenue, Edinburg, TX 78539, Monday - Friday 8am-5pm unless otherwise required by elections.

CONTACT PERSON: Yvonne Ramón EXTENSION / PHONE NO: 5714

Yvonne Ramón
Department Head or Elected Official

07/19/2012
Date

FUNDS AVAILABLE: YES ___ NO ___ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: Grade 10

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rio 07.19.12
APPROVED HR CHIEF OF STAFF / DATE
Designee

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

ACCOUNTANT II

GRADE: 10

GENERAL DESCRIPTION

Employee performs routine accounting work. Work involves maintaining, preparing, posting, and balancing financial statements, records, documents, or reports. Employee may specialize in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, budgeting, or bond servicing. Employee works under moderate supervision with limited latitude for the use of initiative and independent judgment and may train others.

EXAMPLES OF WORK PERFORMED

Prepares financial statements with schedules and exhibits

Prepares special reports on payroll, estimates, cost data, and budget items

Prepares and posts various vouchers and audits them for accuracy

Audits accounting or control records for accuracy and conformance to established standards and procedures.

Researches reconciliation discrepancies and reports findings

Recommends improvements, adaptations, or revisions to the accounting system and accompanying procedures

Provides technical assistance to staff in handling accounting transactions

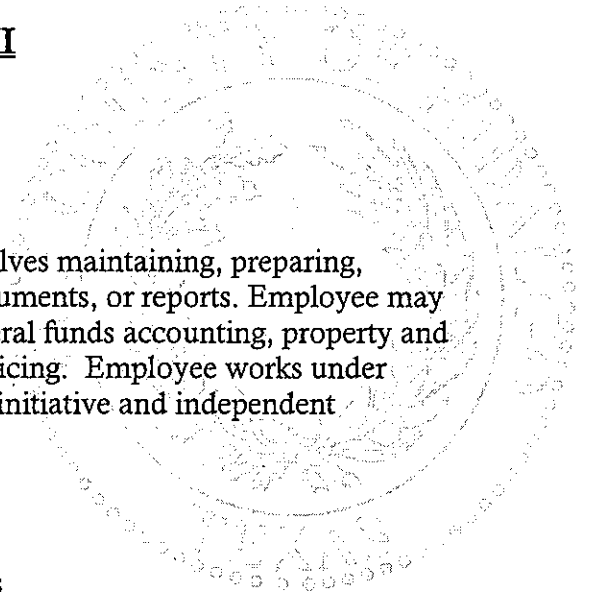
May serve as a consultant on accounting matters to administrative, supervisory, or technical staff, and assists agency administrators in applying financial data to the resolution of administrative or operating problems

May work with state and federal grants

May monitor clerical work in progress and audit completed work for accuracy

May train others

Performs related work as assigned



GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years experience in governmental or commercial accounting; Graduation from an accredited four year college or university with a Bachelors in Business Administration preferably in Accounting or Finance, with 9 hours in accounting.

Knowledge, Skills, and Abilities

Knowledge of generally accepted accounting principles and procedures affecting maintenance of accounting records and of automated accounting systems

Ability to supervise the work of others; to interpret and apply accounting theory; to work accurately with numerical detail; to analyze, consolidate, and interpret accounting data, and to train others

Knowledge in MS Word, Excel and 10-key calculator

Knowledge in Uniform Grants Management Standards (UGMS) preferably

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:

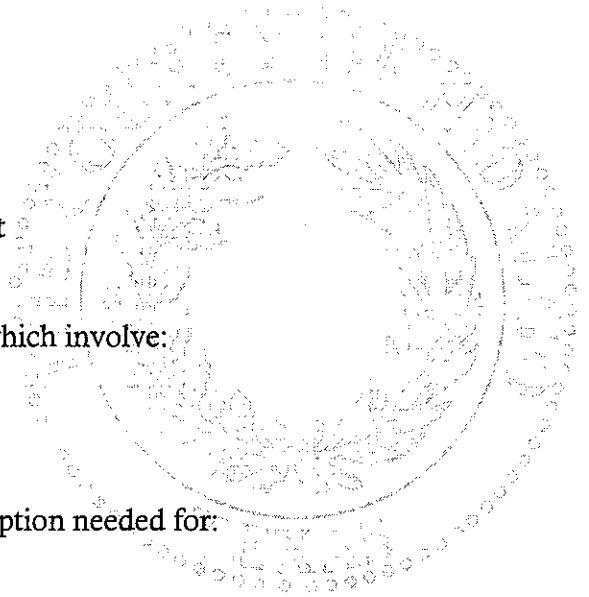
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

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



AI-33293

Health & Human Services Dept. 5. C.

CC REGULAR

Meeting Date: 07/31/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services:

Approval for Dairen Sarmiento (employee # 058726) to travel on 8/6/12 - 8/8/12 to attend HHSC Regional Healthcare Partnership (RHP) Planning Summit.

BACKGROUND

The purpose of the summit is to assist RHPs with developing their regional plans, HHSC is organizing a two-day planning summit. HHSC will provide technical assistance to those RHP participants responsible for contributing to an RHP plan.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-444-00-240-001-0-583

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

BUDGETARY IMPACT:

Funding available through LIT for CC 7/31/12 AI-33452 in the amount of 373.50. Requisitions will be submitted once transfer has posted.

Attachments

Travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 03:53 PM
Veronica Ortiz	Veronica Ortiz	07/27/2012 10:39 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Dairen Sarmiento		Started On: 07/17/2012 04:38 PM
	Final Approval Date: 07/27/2012	



**HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL**

DATE OF REQUEST: 07/19/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Health and Human Services
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Dairen Sarmiento - Director

EVENT INFORMATION

TITLE OF EVENT: Texas RHP Planning Summit
EVENT DATE(S) FROM: 08/07/12 TO: 08/08/12
DEPARTURE DATE: 08/06/12 RETURN DATE: 08/08/12
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.
 - To participate in professional organizations related to the employee or official's job assignment.
 - To conduct essential research & information-gathering for improvement of County operations or compliance with law.
 - To monitor the development of state or federal legislation or implementation of legislation that might affect the County
 - To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
 - To pursue the County's interests in litigation or criminal justice.
 - To promote the economic development interests of the County.
 - To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

Funds through A1# 33452

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE	MODE OF TRAVEL (Place an "X" by applicable mode of travel)
1. REGISTRATION FEE(S)	\$ -		AIRFARE*
Subtotal for Object Code 584	\$ -	\$	BUS**
2. AIRFARE - ROUNDTRIP COACH FARE ONLY	\$ -		Rental Car**
3. TAXI FARE	\$ -		County Vehicle**
4. BUS FARE	\$ -		Private Vehicle**
5. RENTAL CAR	\$ -		OTHER** (Specify)
6. GASOLINE/DIESEL/FUEL	\$ 70.00		* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.
7. MILEAGE REIMBURSEMENT	\$ -		** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparison of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.
8. TELEPHONE CALLS	\$ -		
9. PARKING	\$ -		
10. LODGING	\$ 199.50		
11. MEALS	\$ 108.00		
12. OTHER EXPENSES	\$ -		
Subtotal for Object Code 583	\$ 373.50		
13. TOTAL ESTIMATED TRAVEL EXPENSES	\$ 373.50	\$	

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

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

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

- I certify that:
- 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: [Signature] DATE: 7/19/12 DEPARTMENT CONTACT PERSON: Eddie Olvarez PHONE NO.: 383-8858

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): Veronica Ortiz DATE: 7/27/12 REVIEWER'S SIGNATURE: [Signature] PHONE NO.: 292-7025

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



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

DEPARTMENT:	Health & Human Services	If, applicable, was travel approved by Co. Exec. Officer?	
DEPARTURE DATE:	8/6/2012	RETURN DATE:	8/8/2012
TO CITY:	Austin	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	DAIREN SARMIENTO		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		
PURPOSE/BENEFIT TO HIDALGO COUNTY:			

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	HHSC RHP Planning Summit		
SPONSORED BY:	State HHSC		
REGISTRATION CHECK PAYABLE TO:	NA		
REGISTRATION ADDRESS:	NA	SEMINAR START DATE:	8/7/2012
	NA	SEMINAR END DATE:	8/8/2012
	NA	PURCHASE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	\$ -	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	0
2. REGISTRATION COST PER EMPLOYEE:	\$ -	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	0
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	1
GL ACCT NO.:	1100-444-00-240-001-0-	TOTAL NO. OF EMPLOYEES ATTENDING:	1
TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) A.	\$ -	TOTAL THIS PAGE (A):	\$ -
(SEE PAGE 2 FOR SECTIONS B, C, & D)		TOTAL 2ND PAGE (B + C + D):	\$ -
		GRAND TOTAL (A + B + C + D):	\$ -

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.

	Eddie Olvarez	383-885
DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #

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.

Dairen Sarmiento	Dairen Sarmiento	058726
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.

From: "HHSC Texas Healthcare Transformation and Quality Improvement Program"
<TXHealthcareTransformation@hhsc.state.tx.us>
To:
Subject: RHP Planning Summit webcast: Request for accommodations
Date: 7/20/2012 3:18:34 PM

HHSC will be holding the **Regional Healthcare Partnership (RHP) Planning Summit** on August 7-8, 2012. In-person attendance is by invitation only; however, HHSC will broadcast the audio and video from both days of the summit live via the Internet so that individuals not able to attend in person can watch presentations and hear discussions. Once the details of the webinar are available, login instructions will be posted at: <http://www.hhsc.state.tx.us/1115-waiver.shtml>. No registration will be necessary to view this webcast. **If you would like to view this webcast but need special accommodation for hearing or sight disabilities, please email your request to TXHealthcareTransformation@hhsc.state.tx.us before 5 p.m. July 30.**

What is the Purpose of the Summit? Under the 1115 Transformation Medicaid waiver, eligibility to receive funding from Uncompensated Care (UC) or Delivery System Reform Incentive Payment (DSRIP) pools will require participation in a Regional Healthcare Partnership (RHP). RHPs must submit a regional plan for approval by HHSC and the federal Centers for Medicare and Medicaid Services (CMS). An RHP's plan outlines the region's participation in the waiver over the next four years and includes identifying regional healthcare partners, community needs, DSRIP projects and metrics, and related funding estimates.

To assist RHPs with development of regional plans, HHSC is organizing a two-day RHP Planning Summit. At the summit, HHSC will provide technical assistance to those RHP participants responsible for contributing to an RHP Plan—including representatives from public and private hospitals, providers, local government entities, and other stakeholders. The summit will be held from 8:00 a.m. – 5:30 p.m. on August 7th, and from 8:00 a.m. – 3:30 p.m. on August 8th. The planned agenda for day one includes a walk-through of specific content of RHP plan development and CMS expectations. Day one also will cover the Uncompensated Care Protocol and Requirements, the RHP Protocol (DSRIP Menu), and the Program Funding and Mechanics Protocol. For day two, planned sessions relate to intergovernmental transfers and allocation of funds and behavioral health.

Thank you for your continued interest in the 1115 Transformation waiver. Please send any questions to TXHealthcareTransformation@hhsc.state.tx.us, with RHP Summit in the subject line.

Donna Kay Miles

Administrative Assistant to
Lisa Kirsch, Deputy Director
Healthcare Transformation Waiver Operations
and Cost Containment
Phone: (512) 491-1491
Fax: (512) 491-1971
Email: donna.miles@hhsc.state.tx.us

Please print and bring with you to the event

97164098123837002001 	Event	HHSC Regional Healthcare Partnership (RHP) Planning Summit Tuesday, August 7 - Wednesday, August 8, 2012	
	Date+Time		Name DAIREN SARMIENTO
	Type	HHSC Regional Healthcare Partnership (RHP) Planning Summit	Payment Status Free Order
	Location	Hilton Austin 500 East 4th Street Austin, TX 78701	
	Order Info	Ordered by DAIREN SARMIENTO on July 17, 2012 2:40 PM	

Thank you for registering for the HHSC Regional Healthcare Partnership (RHP) Planning Summit. We are excited about this planning summit, and look forward to your participation.



97164098123837002001

Here are a few things to keep in mind.

Group room rates at the Hilton Downtown Austin of \$209.00 per night are available until Monday, July 16, 2012.

For reservations, call 1-800-236-1592 and mention the group code/name "RHP" to receive the group discount. Hotel information and directions can be found at the following website: austin.hilton.com

Hotel parking is available at the hotel parking lot adjacent to the hotel.

The dress code is business casual. Please keep in mind that hotel temperatures often fluctuate so consider bringing a sweater or jacket.

Breakfast and lunch will be provided for all registered attendees both days of the conference, but dinner will be on your own.

Please bring any materials that may be helpful in your regional planning (e.g. community needs assessments, draft plans, potential DSRIP projects, funding estimates).

Eventbrite

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www.eventbrite.com

Subject: Fw: La Quinta Hotel Reservation for EDUARDO OLIVAREZ arriving 08/06/2012
From: olivarez2@sbcglobal.net
Date: Thu, 19 Jul 2012 15:04:31 +0000
To: "Josie Escalante" <josie.escalante@hchd.org>

Sent on the Sprint® Now Network from my BlackBerry®

From: La Quinta Reservations <reservations@laquinta.com>
Date: Thu, 19 Jul 2012 11:01:36 -0400 (EDT)
To: EDUARDO OLIVAREZ<olivarez2@sbcglobal.net>
Subject: La Quinta Hotel Reservation for EDUARDO OLIVAREZ arriving 08/06/2012

This is an automated message, please do not reply.

[Book Now](#)[Find Hotels](#)[Packages](#)[Weekend Deals](#)[La Quinta Returns®](#)
[Go to LQ.com](#)

[Book Now](#)
[Edit Reservation](#)

Your Reservation Confirmation No: 3149128962

[AUSTIN MOPAC NORTH IS TX](#)
11901 North Mopac Expwy.
AUSTIN, TX 78759
1-512-832-2121

Your Name: EDUARDO OLIVAREZ

Check-In Date: 08/06/2012

Check-In Time: 15:00

Check-Out Date: 08/08/2012

Check-Out Time: 12:00

Number of Rooms: 1

Room Type: One King Bed w/Microwave & Refrigerator

Nightly Rate: 85.00 USD

(Does not include all applicable taxes or fees)

Total Amount: 170.00 USD + tax

(Total Amount displayed does not include all applicable taxes or fees)

Rate Type: ##rateName##

Guarantee Method: Your reservation has been guaranteed through LQ.com with a credit card or direct bill number.

IF YOU HAVE TO CANCEL
CXL BY 6PM LOCAL HOTEL TIME
[Cancel](#) this reservation.

[Map & Directions](#)

AI-33459

County Judge's Office 6. A.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Jaime Longoria

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation, discussion, and possible action on acceptance of Energy Efficiency & Conservation Strategy

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 12:53 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: SANDRA DELEON		Started On: 07/27/2012 12:45 PM
	Final Approval Date: 07/27/2012	

AI-33462

County Judge's Office 6. B.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation by Pharr-San Juan-Alamo Independent School District

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 02:57 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Angela Garcia		Started On: 07/27/2012 02:06 PM
	Final Approval Date: 07/27/2012	

AI-33461

County Judge's Office 6. C.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Jaime Longoria

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Proclamation declaring the month of August 2012 as National Minority Donor Awareness Month

BACKGROUND

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 02:57 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: SANDRA DELEON		Started On: 07/27/2012 01:39 PM
	Final Approval Date: 07/27/2012	

Proclamation

WHEREAS, there are currently 114,535 people on the national transplant waiting list, of which nearly 55% are minorities; and

WHEREAS, every 12 minutes a new name is added to the national transplant list and 18 people will die today waiting for a life-saving organ transplant; and

WHEREAS, one organ donor could save 8 lives and improve the lives of 75 people; and

WHEREAS, there are approximately 11,092 Texans on the national transplant waiting list, with 45.5% being of Hispanic ethnicity; and

WHEREAS, the Texas Organ Sharing Alliance (TOSA), which represents Central and South Texas on the National Waiting List, currently has 4,862 people waiting for a transplant; and

WHEREAS, the population in the State of Texas is 25 million, of which 6.2 million live in the TOSA Service Area, with only 2.4 million people registered on the Donate Life Texas Registry; and

WHEREAS, national surveys show that 90% of Americans support organ donation and 35% of Americans know the essential steps to become a registered donor; and

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court does hereby proclaim August 2012 as **National Minority Donor Awareness Month**.

Approved this 31st day of July, 2012.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

AI-33460

County Judge's Office 6. D.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Roberto Villarreal

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Letter of Support for the Port of Brownsville's Gulf Coast LNG project and authorization for County Judge to sign the letter.

BACKGROUND

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 02:56 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: SANDRA DELEON		Started On: 07/27/2012 12:51 PM
	Final Approval Date: 07/27/2012	

July 27, 2012

Mr. John A. Anderson
Manager, Natural Gas Regulatory Activities
U.S. Department of Energy (FE-34)
Office of Oil & Gas Global Supply & Security
Office of Fossil Energy
Forrestal Building, Room 3E-042
1000 Independence Avenue, S.W.
Washington, D.C. 20585

**Re: Gulf Coast LNG Export, LLC
Application for Long-Term Authorization to Export Domestically Produced
Liquefied Natural Gas for a 25-Year Period
FE Docket No. 12-05-LNG**

Dear Mr. Anderson,

I am writing on behalf of the Hidalgo County Commissioner's Court in support of Gulf Coast LNG Export, LLC's application for long-term authorization to export domestically produced liquefied natural gas (LNG). Hidalgo County supports projects that positively impact the County and communities in the Rio South Texas Region, and that have a regional benefit beyond the proposed project.

As you are aware, Gulf Coast LNG is proposing a significant new investment to construct facilities in Brownsville, Texas that would allow for the receipt and liquefaction of natural gas and the export of LNG. We support the Gulf Coast LNG project because of the significant job creation and positive economic impact it will have to our community. Brownsville, Texas has a large population looking for good paying permanent jobs. The Gulf Coast LNG project will help the Brownsville community by supplying thousands of jobs, increasing the local tax base and improving the standard of living.

The proposed Gulf Coast LNG liquefaction and export project is important, as it will provide demand for the unconventional shale gas resources that are being developed in Texas and across the United States – thus allowing industry participants to continue their investments in these resources, and to maintain or expand employment opportunities. Sustained investment in shale gas development will benefit US consumers by driving economic stimulus, and will maintain or increase tax revenues to Federal, State and local governments. The employment and tax benefits

derived from these investments will be far reaching and are important to overall economic health and employment nationwide. Additional wells will be drilled, more treating plants will be built, more feedstock for the petrochemical industry will be produced, and our global trade deficit will be improved, all while promoting clean natural gas energy here and around the world.

For these reasons, the Hidalgo County Commissioner's Court supports the Gulf Coast LNG project and urges the DOE/FE to approve the Gulf Coast LNG liquefaction and export project.

Thank you for your consideration

Sincerely,

Ramon Garcia
County Judge

AI-33261

Human Resources 7. A.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on appointment of Civil Service Commissioner to fill vacancy

BACKGROUND

"Pursuant to Local Government Code 158.008. Appoint of Commission."

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact; appointment only.

Attachments

LGC 158.008

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/16/2012 08:10 AM
Sylvia Solis	Sylvia Solis	07/18/2012 09:05 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Monica Badillo		Started On: 07/13/2012 04:47 PM
	Final Approval Date: 07/27/2012	

LOCAL GOVERNMENT CODE

TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES

SUBTITLE B. COUNTY OFFICERS AND EMPLOYEES

CHAPTER 158. COUNTY CIVIL SERVICE

SUBCHAPTER A. COUNTY CIVIL SERVICE SYSTEM

Sec. 158.008. APPOINTMENT OF COMMISSION. (a) If a civil service system is created under this subchapter, the commissioners court shall appoint three persons to serve as the members of the civil service commission that administers the system. The commissioners court shall designate one of the members as chairman of the commission.

(b) Each member of the commission is appointed for a term of two years.

(c) The commissioners court shall fill a vacancy on the commission by appointing a person to serve the unexpired part of the term of the member whose position is vacant.

(d) To be eligible for appointment to the commission, a person must:

- (1) be at least 25 years old; and
- (2) have resided in the county for the three years immediately preceding the date on which the person's term will begin.

(e) A member of the commissioners court of a county with a population of two million or more is not prohibited from being appointed to the civil service commission.

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

Amended by Acts 2001, 77th Leg., ch. 830, Sec. 1, eff. June 14, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. [1163](#), Sec. 73, eff. September 1, 2011.

AI-33469

District Attorney 8. A.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Nereida Garza, HUMAN
RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

HIDTA Task Force(1291)/HIDTA CH 59 (1251)

1. Approval of merit pay increase for the following full-time employee:

Position Title	Emp. #	Pgm.	Slot No.	Current		Proposed	
				Grade & Step	Percentage of Distribution	Grade & Step	Percentage of Distribution
Assistant Commander	072192	HIDTA (1291)	G008	16, 1	84.90694 %	16, 2	82.03580 %
		HIDTA Ch. 59 (1251)	G008	16, 1	15.09306 %	16, 2	17.96420 %

2. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: See Below

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

HIDTA TASK FORCE (2-1291-412-00-270-003-2-XXX):

No Budgetary Impact.

HIDTA CHAPTER 59 (2-1251-412-00-270-011-0-XXX):

Funds for merit increase from lapsed salaries available as of 07/27/12.

Attachments

PARS

salary analysis

Fiscal Note

Revised salary schedule

Form Review

Inbox
Budget & Management
Sylvia Solis
Purchasing Department

Reviewed By
Merlen P. Munoz
Sylvia Solis
Angela Garcia

Date
07/27/2012 04:16 PM
07/27/2012 04:53 PM
07/27/2012 04:55 PM

Form Started By: Nereida Garza

Started On: 07/27/2012 03:48 PM

Final Approval Date: 07/27/2012



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **HIDTA TASK FORCE (270-003)**
HIDTA CHAPTER 59 (270-011)

DATE: **07/24/12**

CURRENT POSITION TITLE: **ASSISTANT COMMANDER**

CURRENT SLOT. #: **G008 (270-003)**
G008 (270-011)

REQUESTED POSITION TITLE: **ASSISTANT COMMANDER**

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other MERIT INCREASE

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

POSITION SALARY REQUEST:

<p>Salary Amount: HIDTA TASK FORCE (1291)</p>	<p>\$ <u>50,000.00 = 84.90694%</u> (Grade 16/ Step 1) Current Budgeted Salary</p>	<p>\$ <u>50,000.00 = 82.03580%</u> (Grade 16/ Step 2) Proposed Budgeted Salary</p>	<p>\$ <u>(0.00)</u> Net Change</p>
<p>HIDTA CH. 59 (1251)</p>	<p>\$ <u>8,888.00 = 15.09306%</u> (Grade 16/ Step 1) Current Budgeted Salary</p>	<p>\$ <u>10,949.00 = 17.96420%</u> (Grade 16/ Step 2) Proposed Budgeted Salary</p>	<p>\$ <u>2,061.00</u> Net Change</p>

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other _____

POSITION Type:

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

TEMPORARY POSITIONS:

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

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
 ADDITIONAL DUTIES HAVE BEEN ADDED, WHICH INCLUDES BUT NOT LIMITED TO THE FOLLOWING: RESEARCH AND PURCHASE OF TACTICAL SPECIALIZED LAW ENFORCEMENT EQUIPMENT AND HIGH VOLUME EQUIPMENT. PURCHASE AND ADMINISTRATION OF THE COMPUTER SYSTEM.

THE ADMINISTRATION OF THE ELECTRONIC SURVEILLANCE AND SECURITY SYSTEM.

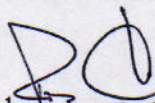

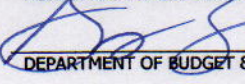
NEW POSITION: Brief job description and attach a copy of the new job description.

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.	 RDR RENE GUERRA DEPARTMENT HEAD	7/25/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	 ESTELA A. CORTAZ HUMAN RESOURCES DIRECTOR	7/27/12 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	7/27/2012 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDTA CHAPTER 59
SALARIES ANALYSIS WORKSHEET

As of 07/27/2012

Acct No: 2-1251-412-00-270-011-0-XXX

Object Code	Acct. Description	2012 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year *	Available Balance	Lapsed Salaries & Fringes
113	REG F/T EMPLOYEES	\$124,581.00	\$4,791.58	12.0	\$57,498.92	\$139,827.27	\$82,328.35
115	LONGEVITY PAY	\$739.08	\$30.80	10.0	\$307.95	\$1,657.73	\$1,349.78
211	HEALTH INSURANCE	\$10,674.83	\$444.78	10.0	\$4,447.85	\$10,671.67	\$6,223.82
212	LIFE INSURANCE	\$69.22	\$5.77	5.0	\$28.84	\$89.05	\$60.21
220	FICA	\$9,586.98	\$368.73	12.0	\$4,424.76	\$10,955.64	\$6,530.88
230	RETIREMENT	\$12,469.37	\$479.59	12.0	\$5,755.10	\$13,869.71	\$8,114.61
250	UNEMPLOYMENT COMP	\$626.60	\$24.10	12.0	\$289.20	\$699.01	\$409.81
TOTAL		\$158,747.08	\$6,145.35		\$72,752.62	\$177,770.08	\$105,017.46

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: 33469

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 31, 2012

Summary of request/proposal:

HIDTA Task Force (1291)/ HIDTA CH 59 (1251):

Approval of merit pay increase for the following full-time position:

HIDTA Task Force (1291)

Fund	Position Title	Slot#	Obj	Current			Proposed			Total Requested
				G	S	Salary	G	S	Salary	
1291	ASSISTANT COMMANDER	G008	113	16	1	50,000.00	16	2	50,000.00	0.00
						50,000.00			50,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT)	AMOUNT
2-1291-412-00-270-003-2-113	HIDTA TASK FORC REG F/T EMPLOYEES	\$0.00
2-1291-412-00-270-003-2-211	HIDTA TASK FORC HEALTH INSURANCE	\$0.00
2-1291-412-00-270-003-2-212	HIDTA TASK FORC LIFE INSURANCE	\$0.00
2-1291-412-00-270-003-2-220	HIDTA TASK FORC FICA	\$0.00
2-1291-412-00-270-003-2-230	HIDTA TASK FORC RETIREMENT	\$0.00
2-1291-412-00-270-003-2-250	HIDTA TASK FORC UNEMPLOYMENT COMP	\$0.00
2-1291-412-00-270-003-2-260	HIDTA TASK FORC WORKER'S COMP	\$0.00
2012 BUDGETARY IMPACT:		\$0.00

2013 Budgetary Impact: \$0.00

Possible Funding Sources: NO BUDGETARY IMPACT

HIDTA CHAPTER 59 (1251)

Fund	Position Title	Slot#	Obj	Current			Proposed			Total Requested
				G	S	Salary	G	S	Salary	
1251	ASSISTANT COMMANDER	G008	113	16	1	8,888.00	16	2	10,949.00	2,061.00
						8,888.00			10,949.00	2,061.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT)	AMOUNT
2-1251-412-00-270-011-0-113	HIDTA CH 59 - REG F/T EMPLOYEES	\$868.62
2-1251-412-00-270-011-0-211	HIDTA CH 59 - HEALTH INSURANCE	\$0.00
2-1251-412-00-270-011-0-212	HIDTA CH 59 - LIFE INSURANCE	\$0.00
2-1251-412-00-270-011-0-220	HIDTA CH 59 - FICA	\$66.45
2-1251-412-00-270-011-0-230	HIDTA CH 59 - RETIREMENT	\$86.43
2-1251-412-00-270-011-0-250	HIDTA CH 59 - UNEMPLOYMENT COMP	\$4.34
2-1251-412-00-270-011-0-260	HIDTA CH 59 - WORKER'S COMP	\$0.00
2012 BUDGETARY IMPACT:		\$1,025.84

2013 Budgetary Impact: \$2,434.05

Possible Funding Sources: HIDTA CH. 59 FUNDS

Comments:

**HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE**

2-1251-412-00-270-011-0

HIDTA CHAPTER 59

AI- 33469

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	
G001	113	COMMANDER	18	4	\$75,899.00	\$14,227.00	\$14,227.00	\$157.45	\$0.00	\$0.00	\$0.00	\$0.00	\$14,384.45
G003	113	CRIMINAL INVESTIGATOR I	12	5	\$49,344.00	\$4,744.00	\$4,744.00	\$86.53	\$0.00	\$0.00	\$0.00	\$0.00	\$4,830.53
G004	113	CRIMINAL INVESTIGATOR II	14	2	\$52,254.00	\$7,654.00	\$7,654.00	\$70.31	\$0.00	\$0.00	\$0.00	\$0.00	\$7,724.31
G005	113	CRIMINAL INVESTIGATOR II	14	3	\$54,021.00	\$9,421.00	\$9,421.00	\$83.71	\$0.00	\$0.00	\$0.00	\$0.00	\$9,504.71
G006	113	CRIMINAL INVESTIGATOR II	14	3	\$54,021.00	\$9,421.00	\$9,421.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,421.00
G007	113	CRIMINAL INVESTIGATOR II	14	3	\$54,021.00	\$9,421.00	\$9,421.00	\$125.56	\$0.00	\$0.00	\$0.00	\$0.00	\$9,546.56
				2	\$60,949.00	\$10,949.00							
G008	113	ASSISTANT COMMANDER	16	4	\$58,888.00	\$8,888.00	\$8,888.00	\$54.34	\$0.00	\$0.00	\$0.00	\$0.00	\$8,942.34
G009	113	ACCOUNTANT III	12	6	\$50,859.00	\$9,759.00	\$9,759.00	\$161.18	\$0.00	\$0.00	\$0.00	\$0.00	\$9,920.18
G012	113	ADMINISTRATIVE ASSISTANT III	8	5	\$36,271.00	\$36,271.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G018	113	CRIMINAL INVESTIGATOR II	14	1	\$50,487.00	\$5,887.00	\$5,887.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,887.00
G024	113	CRIMINAL INVESTIGATOR III	16	1	\$58,888.00	\$8,888.00	\$8,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,888.00
					\$597,014.00	\$126,642.00	\$88,310.00	\$739.08	\$0.00	\$0.00	\$0.00	\$0.00	\$89,049.08

**Approval of merit pay increase for the above highlight full-time position
Personnel action pending CC approval.**

**HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE**

2-1291-412-00-270-003-2

HIDTA TASK FORCE

AI- 33469

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	
G001	113	COMMANDER	18	4	\$75,899.00	\$61,672.00	\$61,672.00	\$682.55	\$0.00	\$0.00	\$0.00	\$0.00	\$62,354.55
G003	113	CRIMINAL INVESTIGATOR I	12	5	\$49,344.00	\$44,600.00	\$44,600.00	\$813.47	\$0.00	\$0.00	\$0.00	\$0.00	\$45,413.47
G004	113	CRIMINAL INVESTIGATOR II	14	2	\$52,254.00	\$44,600.00	\$44,600.00	\$409.69	\$0.00	\$0.00	\$0.00	\$0.00	\$45,009.69
G005	113	CRIMINAL INVESTIGATOR II	14	3	\$54,021.00	\$44,600.00	\$44,600.00	\$396.29	\$0.00	\$0.00	\$0.00	\$0.00	\$44,996.29
G006	113	CRIMINAL INVESTIGATOR II	14	3	\$54,021.00	\$44,600.00	\$44,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,600.00
G007	113	CRIMINAL INVESTIGATOR II	14	3	\$54,021.00	\$44,600.00	\$44,600.00	\$594.44	\$0.00	\$0.00	\$0.00	\$0.00	\$45,194.44
				2	\$60,949.00								
G008	113	ASSISTANT COMMANDER	16	4	\$58,888.00	\$50,000.00	\$50,000.00	\$305.66	\$0.00	\$0.00	\$0.00	\$0.00	\$50,305.66
G009	113	ACCOUNTANT III	12	6	\$50,859.00	\$41,100.00	\$41,100.00	\$678.82	\$0.00	\$0.00	\$0.00	\$0.00	\$41,778.82
G010	113	INTELLIGENCE RESEARCH SPECIALIST	8	2	\$32,929.00	\$32,929.00	\$32,929.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,929.00
G011	113	ADMINISTRATIVE ASSISTANT IV	10	3	\$39,707.00	\$39,707.00	\$39,707.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,487.00
G013	113	CRIMINAL INVESTIGATOR II	14	1	\$50,487.00	\$44,600.00	\$44,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,600.00
G014	113	CRIMINAL INVESTIGATOR III	16	1	\$58,888.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
					\$692,267.00	\$543,008.00	\$543,008.00	\$4,660.92	\$0.00	\$0.00	\$0.00	\$0.00	\$547,668.92

**Approval of merit pay increase for the above highlight full-time position
Personnel action pending CC approval.**

AI-33269
CC REGULAR

District Attorney 8. B.

Meeting Date: 07/31/2012

Submitted By: Roy Cazares, DISTRICT
ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Approval of revised Title IV-E budget.
2. Approval for County Judge to sign revised Title IV-E budget.

BACKGROUND

The original budget (approved by CC on 10/11/2011 REF: AI-29009) was increased due to the increase in expenses for citations by publication associated with the CPS cases. Tab A.6. Direct Other Costs (Court Cost - Court Transcripts, Citations).

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

The original budget (approved by CC on 10/11/2011 REF: AI-29009) was increased due to the increase in expenses for citations by publication associated with the CPS cases. Tab A.6. Direct Other Costs (Court Cost - Court Transcripts, Citations).

(2-1100-334-00-360-001-0-000 & 2-1100-334-00-080-001-0-000)

The County matches 100% of all costs related to Title IV E County Child Welfare Services. However, the Texas Department of Family and Protective Services will reimburse the county for part of the expenses when the county handles Title IV E cases. Actual reimbursement will be based on Eligible Population Rate (EPR) in effect for the county during the month in which expenses are incurred. The reimbursement is then received in a General Fund Revenue account (Acct #2-1100-334-00-360-001-0-000).

Attachments

DA Title IV-E-Revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/16/2012 03:55 PM
Sylvia Solis	Sylvia Solis	07/24/2012 08:53 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Roy Cazares		Started On: 07/16/2012 02:33 PM
	Final Approval Date: 07/27/2012	

**Budget for Title IV-E
County Legal Services Contract**

Summary			
		County:	Hidalgo
		Contract Number:	23941008
		Budget Effective Date:	10/1/2011-9/30/2012
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$299,026.92	\$84,077.40	\$214,949.52
A.2. Direct Personnel Fringe Benefits	\$83,237.96	\$23,404.02	\$59,833.94
A.3. Direct Personnel Travel	\$3,375.00	\$948.95	\$2,426.05
A.4. Direct Materials and Supplies	\$5,000.00	\$1,405.85	\$3,594.15
A.5. Direct Equipment	\$4,800.00	\$1,349.62	\$3,450.38
A.6. Direct Other Costs	\$129,500.00	\$36,411.52	\$93,088.49
Total Administration	\$524,939.88	\$147,597.35	\$377,342.53
B. Training			
B.1. Title IV-E Training (75%)	\$7,400.00	\$3,120.99	\$4,279.01
B.2. Title IV-E Fostering Connections Training (65%)	\$7,400.00	\$2,704.86	\$4,695.14
B.3. Non-Title IV-E Training (50%)	\$7,400.00	\$2,080.66	\$5,319.34
Total Training	\$22,200.00	\$7,906.50	\$14,293.50
C. Indirect Costs (if applicable)			
Total Indirect Costs	\$0.00	\$0.00	\$0.00
Grand Total	\$547,139.88	\$155,503.85	\$391,636.03
<p>*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:</p> <p>Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.</p>			56.234%
<p>Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):</p>			0.000%
<u>Contractor Certification</u>			
<p>Signature</p> <div style="background-color: yellow; height: 20px; width: 100%;"></div> <p>Ramon Garcia, Co. Judge</p> <p>Printed Name & Title</p>		<p>Date</p>	

**Budget for Title IV-E
County Legal Services Contract**

Administration A.1. Direct Personnel Salaries						
County: Hidalgo						
Contract Number: 23941008						
Budget Effective Date: 10/1/2011-9/30/2012						
Position or Title	A Monthly Salary	B % of Time Spent on IV-E Activities	C Number of Months of Service	D Estimated Total Expense* (AxBxC)	E Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	F Anticipated County Match
Assistant District Attorney V	\$7,310.88	75%	12	\$65,797.92	\$18,500.40	\$47,297.52
Assistant District Attorney III	\$5,502.58	100%	12	\$66,030.96	\$18,565.93	\$47,465.03
Assistant District Attorney II	\$4,207.25	100%	12	\$50,487.00	\$14,195.43	\$36,291.57
Assistant District Attorney II	\$4,207.25	100%	12	\$50,487.00	\$14,195.43	\$36,291.57
Administrative Assistant IV	\$3,245.67	100%	12	\$38,948.04	\$10,951.02	\$27,997.02
Administrative Assistant II	\$2,273.00	100%	12	\$27,276.00	\$7,669.19	\$19,606.81
Total Direct Personnel Salaries				\$299,026.92	\$84,077.40	\$214,949.52

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.2. Direct Personnel Fringe Benefits			
		County:	Hidalgo
		Contract Number:	23941008
		Budget Effective Date:	10/1/2011-9/30/2012
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Health Insurance	\$24,984.00	\$7,024.75	\$17,959.25
Life Insurance	\$162.00	\$45.55	\$116.45
Social Security	\$24,552.68	\$6,903.48	\$17,649.20
Retirement	\$31,934.53	\$8,979.03	\$22,955.50
Unemployment	\$1,604.75	\$451.21	\$1,153.54
Workers' Comp.	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$83,237.96	\$23,404.02	\$59,833.94

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.3. Direct Personnel Travel			
		County:	Hidalgo
		Contract Number:	23941008
		Budget Effective Date:	10/1/2011-9/30/2012
Type of Travel Expense <small>Note: only include travel <u>NOT</u> related to personnel training</small>	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Assistant District Attorneys	\$3,375.00	\$948.95	\$2,426.05
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Travel	\$3,375.00	\$948.95	\$2,426.05

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.

http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Please refer to the Texas State Comptroller's office for current mileage rates.

<https://fmx.cpa.state.tx.us/fmx/travel/texttravel/trans/personal.php>

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.4. Direct Materials and Supplies			
		County:	Hidalgo
		Contract Number:	23941008
		Budget Effective Date:	10/1/2011-9/30/2012
Materials and Supplies (description and basis of cost)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Folders, Pens, Paper, Labels, Toners, etc	\$5,000.00	\$1,405.85	\$3,594.15
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Materials and Supplies	\$5,000.00	\$1,405.85	\$3,594.15

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration A.5. Direct Equipment				
County:		Hidalgo		
Contract Number:		23941008		
Budget Effective Date:		10/1/2011-9/30/2012		
Equipment (description and basis of cost)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Computers	purchase	\$4,800.00	\$1,349.62	\$3,450.38
			\$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
Total Direct Equipment		\$4,800.00	\$1,349.62	\$3,450.38

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.6. Direct Other Costs			
		County:	Hidalgo
		Contract Number:	23941008
		Budget Effective Date:	10/1/2011-9/30/2012
Other Costs (description and basis of cost)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Reference Materials	\$1,000.00	\$281.17	\$718.83
Court Cost - Court Transcripts, Citations	\$128,000.00	\$35,989.76	\$92,010.24
Telephone	\$500.00	\$140.59	\$359.42
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Other Costs	\$129,500.00	\$36,411.52	\$93,088.49

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Budget Narrative	
	County: <u>Hidalgo</u>
	Contract Number: <u>23941008</u>
	Budget Effective Date: <u>10/1/2011-9/30/2012</u>
<p>Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp</p>	
A. Administration	
<u>A.1. Direct Personnel Salaries</u>	
Salaries of employees that will be working on Title IV-E files	
<u>A.2. Direct Personnel Fringe Benefits</u>	
Fringe Benefits of employees that will be working on Title IV-E files	
<u>A.3. Direct Personnel Travel</u>	
Assistant District Attorneys travel allowance (\$900 yearly) given to be able to make home visits of victims, police departments, travel from our office to courtroom and to CPS office when needed.	
<u>A.4. Direct Materials and Supplies</u>	
Office supplies needed for Title IV-E FILES.	
<u>A.5. Direct Equipment</u>	
Replacement of existing computer equipment.	
<u>A.6. Direct Other Costs</u>	
Books such as family code, civil procedures and penal code. Telephone usage and Court Cost for citations when need to be served on family members or out of county witnesses and also to pay for court.	
B. Training	
<u>B.1. Title IV-E Training (75%)</u>	
Training that is offer directly relating to Title IV-E.	
<u>B.2. Title IV-E Fostering Connections Training (65%)</u>	
Training that is offer directly relating to Title IV-E Fostering Connections.	
<u>B.3. Non-Title IV-E Training (50%)</u>	
Prosecutors continuing education hours (CLE)	
C. Indirect Costs (if applicable)	
Cost of publishing Citation on news paper. We are currently spending about \$65000.00 annually and would like some reimbursement.	

AI-33465

Sheriff's Office 9. A.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden 2009 (1284):

1. Authorization and approval to accept an extension for the 2009 Operation Stonegarden Grant (New termination date is 8/31/12).
2. Authorization and approval to accept additional funding in the amount of \$153,602.00 to be used for the purchase of equipment.
3. Authorization and approval for County Judge, as authorized official, to review and sign required documents.
4. Certification of Revenues by County Auditor.
5. Approval of Budget Appropriation.

BACKGROUND

Grant Number: 2009-SJ-T90011 (Federal)
09-SR48215-03(SAA-State Administrative Agency)

Grant was awarded to the Hidalgo County Sheriff's Office and sixteen (16) city police departments: Alamo, Alton, Donna, Elsa, Hidalgo, La Joya, Mercedes, Mission, Palmhurst, Palmview, Penitas, Pharr, Progreso, San Juan, Sullivan City, and Weslaco. AI#32639 dated 6/5/12 was deobligation of funds from thirteen (13) cities.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1284-421-00-280-047-2-XXX

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

BUDGETARY IMPACT:

To accept additional funding (153,602) from the grantor
And to extend the termination date to 8-31-12

Attachments

GAN

Terms and Conditions

GAN Release backup

Award Letter

APPROPRIATION

cert of revenues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 04:15 PM
Manuel Chapa	Manuel Chapa	07/27/2012 04:42 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 07/27/2012 03:09 PM
Final Approval Date: 07/27/2012		



Texas Department of Public Safety

2009 Grant Adjustment Notice for Hidalgo County

Date of Award
July 27, 2012

1. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
1615 S. Closer STE J
Edinburg, TX 78539

2. Prepared by: Mendez,
Arturo

3. SAA Award Number: 09-GA
48215-16

4. Federal Grant Information

Federal Grant Title: **Operation Stonegarden**
Federal Grant Award Number: 2009-SJ-T9-0011
Date Federal Grant Awarded to TxDPS: August 1, 2009
Federal Granting Agency: Department of Homeland Security
FEMA
Grant Programs Directorate

5. Award Amount and Grant Breakdowns

Total Award Amount
\$1,541,924.00

Note: Additional Budget Sheets (Attachment A): Yes No

OPSG 97.067
\$1,541,924.00

This award supersedes all previous awards. Performance Period: Aug 1, 2009 to Aug 31, 2012

6. **Statutory Authority for Grant:** This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act. 2009 Public Law No. 110-329.

7. **Method of Payment:** Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. **Debarment/Suspension Certification:** The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

9. Agency Approval

Approving TxDPS Official:

Machelle Pharr, Deputy Assistant Director
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

EIN # 74-6000717

12. Date Signed :

7/31/12

13. DUE DATE: **August 3, 2012**

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2009 TERMS AND CONDITIONS

Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

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

Parties to Sub-recipient Agreement

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

Overview, Special Conditions and Performance Standards

A. Overview

State Homeland Security Grant (SHSP)

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

Urban Areas Security Initiative (UASI)

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

Metropolitan Medical Response System (MMRS)

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

Citizen Corps Program (CCP)

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

B. Special Conditions

SHSP

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

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

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

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

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

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

UASI

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

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

MMRS

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

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

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

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

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

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

CCP

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

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

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

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

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

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

TDEM Obligations

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

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

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

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

Suspension

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

Termination

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

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

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

Conflict of Interest

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

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

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

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

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

Monitoring

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

Audit

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

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

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

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

Reimbursement

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

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

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

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

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

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

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

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

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

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

NIMSCAST Requirements

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

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

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

Other Requirements

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

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

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

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

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

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

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

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

Closing the Grant

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

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

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

Restrictions, Disclaimers and Notices

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

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

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

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

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

Uniform Administrative Requirements, Cost Principles and Audit Requirements

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

A. Administrative Requirements

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

B. Cost Principles

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

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

Retention and Accessibility of Records

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

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

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

Subcontracts

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

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

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

Legal Authority

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

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

Notice of Litigation and Claims

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

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

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

Indemnification

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

Changes and Amendments

- A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.
- B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.
- C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

Headings

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

Oral and Written Agreements

- A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.
- B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.
- C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

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

Venue

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

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

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

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

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

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29f32+363+0++%28Handicap%29> ;
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT> ;

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

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

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

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

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A> ;
The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A> ;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)

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

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

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

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

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

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT>
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A>

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

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

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

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

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

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

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

Sub-recipients must also comply with 44, C.F.R., Part 13,

http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html;

with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215 , 2C.F.R. Part 225, Part 220 and Part 230.

L. **PROPERTY ADMINISTRATION** – TAC Title 1, Part 5, Chapter 116,

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

M. **PUBLICATIONS** – 44 C.F.R., Section 13.34

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT>

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

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

EXHIBIT B

CERTIFICATIONS

I, _____ (print) as the authorized official of _____, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

C. As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/proq/vendor_performance/debarred/.
2. Have not within a three-year period preceding this 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

FY 2009 HSGP

Signature

Date

EXHIBIT C

**CERTIFICATION REGARDING LOBBYING FOR
SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned, _____ (print), as the authorized official of _____ certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Maria R. Gonzalez

From: Rodolfo Espinoza [rodolfo.espinoza@hidalgoso.org]
Sent: Friday, July 27, 2012 3:28 PM
To: Maria R. Gonzalez
Subject: Fw: Grant Adjustment Notice has been RELEASED for Hidalgo County
Attachments: GAN_09-GA_48215-16.pdf; 2009 T&C.pdf

Sent from my Motorola Smartphone on the Now Network from Sprint!

-----Original message-----

From: GAN@TexasDPA.com
To: rodolfo.espinoza@hidalgoso.org
Sent: Fri, Jul 27, 2012 15:20:09 CDT
Subject: Grant Adjustment Notice has been RELEASED for Hidalgo County

Captain Espinoza,

Attached is the 2009 GAN awarding Hidalgo County SO the additional funds and time needd to complete project expenditures.

A Grant Adjustment Notice (GAN) has been **RELEASED** by the SAA or Region for Hidalgo County - 2009:

Subgrantee: Hidalgo County
GAN Type: 2009 Grant Adjustment
GAN Date: 27-Jul-12
Due Date: 03-Aug-12

	OPSG
Original Amount:	\$1,388,322.00
New Amount:	\$1,541,924.00
Delta:	\$153,602.00

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Enhance capability to support international border and waterway security	2009 Operation Stonegarden	\$1,388,322.00	\$1,541,924.00	\$153,602.00

2009 Operation Stonegarden - 9OPSG8215 From To

Grant Start Date: Aug 01 2009 Aug 01 2009

Grant Close Date: Jul 31 2012 Aug 31 2012

**Reason for
GAN:** Funds added

**Reason
Comment:** FEMA/DHS has approved the awarding of uncommitted funds to Hidalgo County

Attached is a copy of the required GAN paper work. Please print a copy, have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for your records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is not complete until the SAA receives a signed copy of this GAN. All activities on this grant are frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

Texas Domestic Preparedness Assessment



FEMA

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO/LES)

July 27, 2012

Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Preparedness Grants Division (PGD), Program Office FY 2009 Operation Stonegarden (OPSG) Operations Order Approval for the State of Texas, Operations Order:

Op Order Name: FY2009 OPSG Hidalgo County (Supplemental)
Op Order Number: 12-MCAMCA-07-006 Version 0
Op Order Dates: 7/25/2012 to: 8/31/2012
Op Order Total: \$153,602.00

To Operation Stonegarden Program Coordinators,

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management's Operation Stonegarden Grant Program guidelines and special conditions associated with this grant program, the above described Operations Order has been approved. Purchases from the FY2009 OPSG program to include operational overtime/fringe benefits, mileage, per diem and fuel expenses, have been received, reviewed and approved by this program office. The Order has been cleared under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review and is approved by the GPD/PGD Program Office. For additional information on EHP please follow the resource links below.

IB 345: <https://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>

Final PEA: https://www.fema.gov/pdf/government/grant/bulletins/gpd_final_pea_2010.pdf

Final FONSI: <https://www.fema.gov/pdf/government/grant/bulletins/fonsi.pdf>

As expressed in grant guidance, construction, construction type activities, lethal or less than lethal forces, including but not limited to: weapons, guns, ammo, stun guns, and tasers are prohibited/non-allowable. Prohibited items/activities will not be reimbursed by DHS/FEMA. Failure to comply could jeopardize current and future grant reimbursement and funding consideration.

Per the PRICE ACT, the State is reminded not to exceed 50% of the total fiscal year OPSG grant award for personnel costs (including overtime and fringe benefits). A request to exceed the 50% salary cap must be submitted on official letterhead to FEMA GPD and CBP/BP prior to incurring the additional costs.

Note: Per FEMA/Customs Border Protection (CBP)/Border Patrol (BP) programmatic guidance and oversight for aircraft, watercraft, vehicles and purchases of single equipment items and/or equipment systems greater than \$100,000; grantees are not authorized to purchase any of the above listed until:

1. A separate, signed request on letterhead for a waiver to purchase said equipment has been submitted and approved by FEMA GPD and CBP/BP. The waiver should detail the need, operational relevance and how the equipment will enhance law enforcement efforts to increase border security for the requesting agency.
2. And/or a signed "justification letter" on letterhead for vehicle(s) and/or equipment/system(s) over \$100,000 has been submitted and approved by FEMA GPD and CBP/BP. The justification should detail how this equipment will enhance law enforcement efforts to increase border security for the requesting agency.
3. All waivers and justifications will be subject to review and final approval by FEMA GPD and CBP/BP. The State Administrative Agency will be notified of such approval or denial via email by the FEMA Program Analyst.
4. Failure to provide comprehensive waivers and justifications in a timely manner could delay the approval process and/or jeopardize current and future grant reimbursements and funding consideration.

It is mandatory that all participating agencies (especially County and Tribal stakeholders) closely monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Under no circumstances is it allowable to estimate, obligate, and/or encumber beyond the actual grant award.

The spirit and intent of the Operation Stonegarden program is to build and strengthen coordination between State, local and Tribal law enforcement agencies, in conjunction with lead operational oversight provided by U.S. Customs Border Protection Border Patrol and Sector Headquarters. All Operations should be border centric and intelligence driven, with the goal of reducing or eliminating threat, risk and vulnerability along our Nation's borders.

If you have any question, please feel free to contact your Program Analyst at:

Aimee Clancy

U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate
Preparedness Grants Division
Email: Aimee.Clancy@dhs.gov
O: 202-786-9989
F: 202-786-9921

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO/LES)

DATE: July 27, 2012
 DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
 DEPARTMENT NAME: Operation Stonegarden FY2009
 ACCOUNT NUMBER: 2-1284-421-00-280-047-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
2-1284-421-00-280-047-2-432	Operation Stonegarden - Repair and maint. Serv.-equip. & veh.	2,448.00
2-1284-421-00-280-047-2-611	Operation Stonegaren - Police Supplies	1,170.00
2-1284-421-00-280-047-2-619	Operation Stonegarden - Other misc. supp.	5,664.00
2-1284-421-00-280-047-2-664	Operation Stonegarden - Other minor equipment	2,521.60
2-1284-421-00-280-047-2-748	Operation Stonegarden - Other equipment	140,706.00

TOTAL APPROPRIATIONS 152,509.60

REASON: To appropriate additional funds awarded by grantor of Operation Stonegarden 2009.

Grant Number: 2009-SJ-T90011

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

July 30, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:


The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$153,602.00

PURPOSE
Award No. 2009-SJ-T9-0011
Operation Stone Garden Program (OPSG)

CERTIFIED BY:


Raymundo Eufrazio, CPA
Hidalgo County Auditor

7/30/12
Date



HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. RODOLFO DELGADO JUDGE, 93RD D.C. J. R. "BOBBY" FLORES JUDGE, 139TH D.C. ROSE GUERRA REYNA JUDGE, 206TH D.C. JUAN R. PARTIDA JUDGE, 275TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 379TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 388TH D.C. AIDA SALINAS FLORES JUDGE, 398TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. JESSE CONTRERAS JUDGE, 449TH D.C.

AI-33366

Tax Office 10. A.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Nereida Garza, HUMAN
RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Tax Office (1100):

1. Approval of the following personnel actions:

Action	Slot. No.	Position Title	Grade
Delete	0013	Accountant III	12
Create	0138	Internal Auditor III	13
Delete	0033	Bookkeeper II	08
Create	0139	Deputy Clerk III	09

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-15-140-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No Budgetary Impact. Funds for proposed positions available from deletion of positions.

Attachments

fiscal note

PARs

Job Descriptions

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/23/2012 09:14 AM
Sylvia Solis	Sylvia Solis	07/24/2012 02:15 PM
Rosalinda Cantu	Rosie Cantu	07/25/2012 10:18 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Nereida Garza		Started On: 07/20/2012 10:15 AM
	Final Approval Date: 07/27/2012	

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, July 31, 2012

Agenda Item: 33366

Summary of request/proposal:

TAX OFFICE (1100):

Approval to delete the following full-time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	ACCOUNTANT III	0013	113	12	3	46,314.00	0.00	(46,314.00)
1100	BOOKKEEPER II	0033	113	8	3	34,043.00	0.00	(34,043.00)
						80,357.00	0.00	(80,357.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-415-15-140-001-0-113	TAX OFFICE - REG F/T EMPLOYEES	(\$33,866.93)
2-1100-415-15-140-001-0-211	TAX OFFICE - HEALTH INSURANCE	(\$3,509.89)
2-1100-415-15-140-001-0-212	TAX OFFICE - LIFE INSURANCE	(\$22.76)
2-1100-415-15-140-001-0-220	TAX OFFICE - FICA	(\$2,590.82)
2-1100-415-15-140-001-0-230	TAX OFFICE - RETIREMENT	(\$3,369.76)
2-1100-415-15-140-001-0-250	TAX OFFICE - UNEMPLOYMENT COMP	(\$169.33)
2-1100-415-15-140-001-0-260	TAX OFFICE - WORKER'S COMP	\$0.00
	2012 Budgetary Impact	(\$43,529.48)

2013 Budgetary Impact: (\$103,283.62)

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
 From: Sergio Cruz, Budget Officer
 CC Date: Tuesday, July 31, 2012

Agenda Item: 33366

Summary of request/proposal:

TAX OFFICE (1100):

Approval to create the following full-time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	INTERNAL AUDITOR III	0138	113	13	1	0.00	46,747.00	46,747.00
1100	DEPUTY CLERK III	0139	113	9	1	0.00	34,360.00	34,360.00
						0.00	81,107.00	81,107.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-415-15-140-001-0-113	TAX OFFICE - REG F/T EMPLOYEES	\$31,386.23
2-1100-415-15-140-001-0-211	TAX OFFICE - HEALTH INSURANCE	\$3,222.71
2-1100-415-15-140-001-0-212	TAX OFFICE - LIFE INSURANCE	\$20.90
2-1100-415-15-140-001-0-220	TAX OFFICE - FICA	\$2,401.05
2-1100-415-15-140-001-0-230	TAX OFFICE - RETIREMENT	\$3,122.93
2-1100-415-15-140-001-0-250	TAX OFFICE - UNEMPLOYMENT COMP	\$156.93
2-1100-415-15-140-001-0-260	TAX OFFICE - WORKER'S COMP	\$0.00
	2012 Budgetary Impact	\$40,310.75

2013 Budgetary Impact: \$104,169.38

Possible Funding Sources: FUNDS AVAILABLE FROM DELETION OF POSITIONS

Comments:



HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED

JUL 20 2012

Human Resources

DEPARTMENT NAME/NUMBER: #140 - TAX OFFICE

DATE: JULY 18, 2012

CURRENT POSITION TITLE: ACCOUNTANT III

CURRENT SLOT. #: 13

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: \$ 46,314.00 (grade 12 step 3) / Current Budgeted Salary \$ _____ / Proposed Budgeted Salary \$ (46,314.00) / Net Change

Position to be funded from one of the following:

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

POSITION Type:

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

TEMPORARY POSITIONS:

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

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

UPON EVALUATION OF DEPARTMENT'S NEEDS, MANAGEMENT HAS DETERMINED THIS POSITION IS NO ~~LONGER~~ ^{longer} NEEDED.

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

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

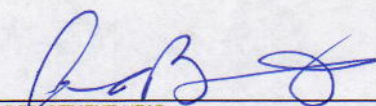
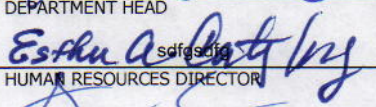

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

CHANGE NEEDED TO MAXIMIZE OFFICE EFFICENCY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|---|------------------|-----------------------------------|---|-----------------------------|
| 1. |  | <u>7/18/12</u> | FUNDING AVAILABLE IN DEPT. BUDGET | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. |  | <u>7/20/12</u> | PERSONNEL PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. |  | <u>7/24/2012</u> | BUDGET PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED

JUL 20 2012
Human Resources

DEPARTMENT NAME/NUMBER: #140 - TAX OFFICE

DATE: JULY 18, 2012

CURRENT POSITION TITLE: BOOKKEEPER II

CURRENT SLOT. #: 33

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

- New Position, Temporary Position, Position Reclassification*, Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: \$ 34,043.00 (grade 8 step 3) Current Budgeted Salary
Proposed Budgeted Salary
(34,043.00) 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:

Table with columns: Start Date, End Date, Working Days & Hours, Hours Per Week, Duration (2 weeks, 3 months, etc.) and rows for CIVIL SERVICE: Exempt, Non-Exempt, N/A and FLSA: Exempt, Non-Exempt.

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

UPON EVALUATION OF DEPARTMENT'S NEEDS, MANAGEMENT HAS DETERMINED THIS POSITION IS NO LONGER NEEDED.

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

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

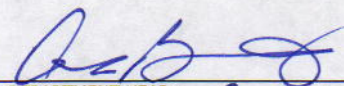

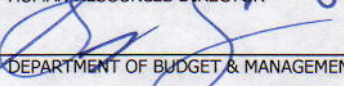
ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

CHANGE NEEDED TO MAXIMIZE OFFICE EFFICENCY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|---|-----------|-----------------------------------|---|-----------------------------|
| 1. |  | 7/18/12 | FUNDING AVAILABLE IN DEPT. BUDGET | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. |  | 7/20/12 | PERSONNEL PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. |  | 7/24/2012 | BUDGET PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: #140 - Tax Office

DATE: July 18, 2012

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0138

REQUESTED POSITION TITLE: INTERNAL AUDITOR III
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: \$ _____	\$ <u>46,747 (grade 13 step 1)</u>	\$ <u>46,747.00</u>
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

POSITION Type:

- | | | | | |
|-----------------------------------|-------------------------------------|-----------------------------------|--------------------------|---|
| Full Time Employee
Object 113 | <input checked="" type="checkbox"/> | Part Time Employee
Object 114 | <input type="checkbox"/> | |
| Full Time Temporary
Object 121 | <input type="checkbox"/> | Part Time Temporary
Object 122 | <input type="checkbox"/> | \$ _____ |
| | | | | Enter hourly rate for temp. positions |
| | | | | Hourly Rate * 2,080 hrs. per year = Annual Salary |

TEMPORARY POSITIONS:

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

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

Upon evaluation of Department's needs, Management has determined a greater need of an "Internal Auditor III" to perform more extensive auditing and oversee compliance monitoring on refunds. Also, to assist in auditing overpayments, double payments, supplemental refunds, paid in errors, etc.

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

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

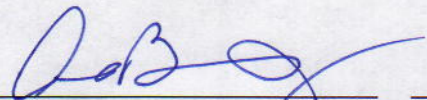
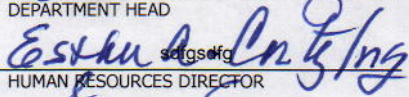

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

Change needed to maximize office efficiency.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.		7/18/12			
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.		7/20/12			
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.		7/24/12			
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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

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

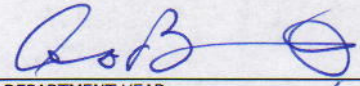
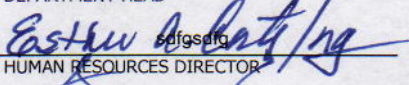

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

Change needed to maximize office efficiency.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|---|----------------|-----------------------------------|---|-----------------------------|
| 1. |  | <u>7/18/12</u> | FUNDING AVAILABLE IN DEPT. BUDGET | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. |  | <u>7/20/12</u> | PERSONNEL PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. |  | <u>7/24/12</u> | BUDGET PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

DEPUTY CLERK III

GRADE: 09

GENERAL DESCRIPTION

Performs moderately complex (journey-level) clerical work; Work involves support tasks primarily involving customer service and clerical activities which may include: processing inquiries and requests for information, entering and maintaining data, and cashiering. 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

Type correspondence and other documents and materials using a typewriter and/or processing software

Enters information on office records to the computer and retrieves information to respond to inquiries

Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting stuffing and mailing documents

Assists in answering correspondence and requests for documents

Assists in preparing budget requests

May maintain the departments payroll time sheets, travel, and related expense systems

May make monetary deposits and transfers

May prepare and file fiscal, budgetary, and accounting reports

May process purchase vouchers

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

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of three (3) years of progressively responsible experience in clerical functions of the governmental system required. Graduation from an accredited college or university with an Associate's degree in business management, public administration, or other related field is preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

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

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

Knowledge, Skills, and Abilities

Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedures manuals.

Ability to fill out reports, answer routing correspondence and speak effectively to the public.

Ability to deal with problems involving several concrete variables in standardized situations

Ability to operate a computer, typewriter and other basic office equipment

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

Skill in the operation of office equipment

Ability to perform accounting operations, to prepare reports, to analyze accounting data, to communicate effectively, and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

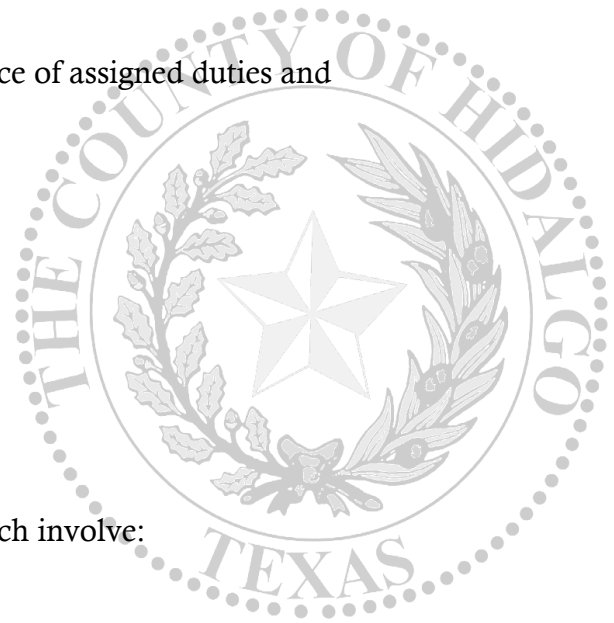
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

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



INTERNAL AUDITOR III

GRADE: 13

GENERAL DESCRIPTION

Performs moderately complex (journey-level) auditing work; Work involves examining, investigating, and reviewing records, reports, financial statements, information systems, and management practices to ensure legal compliance with state statutes and internal regulations; and conducting audits for program economy, efficiency, and effectiveness; May train others; Works under general supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Examines the management operations, internal control systems, and accounting records for adequacy, accuracy, and compliance with legal regulations

Identifies and reports questionable or erroneous transactions or recordings

Prepares audit reports of findings, outlines discrepancies, and recommends corrective actions

Advises on requirements, liabilities, and penalties of compliance and noncompliance, and recommends improved accounting systems

Analyzes accounting and management operations systems and identifies internal controls

Verifies and reconciles bank accounts, appropriations balances, fixed assets, and supply inventories

Reviews and evaluates internal control structures

May perform statistical random sampling of data

May perform compliance testing of significant controls to determine electronic system reliance

May conduct special investigations into questionable practices or records

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of experience in accounting, auditing, or management information systems work. Graduation from an accredited four-year college or university with major course work in accounting, business administration, computer or management information systems or a related field is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of accounting methods and systems; of generally accepted auditing standards and procedures; and of computer technology principles, terminology, programming, and automated systems

Ability to compose clear and concise audit reports, to gather and analyze accurate and relevant audit information, to communicate effectively, to evaluate accounting and management operations systems for accuracy and legal conformance, to accurately complete and assemble audit working papers, and to train others

Registration, Certification, or Licensure

May require certification as a Certified Public Accountant (CPA), Certified Internal Auditor (CIA), Certified Information Systems Auditor (CISA), Certified Management Accountant (CMA), Certified Professional Environmental Auditor, or Certified Government Auditing Professional (CGAP)

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:

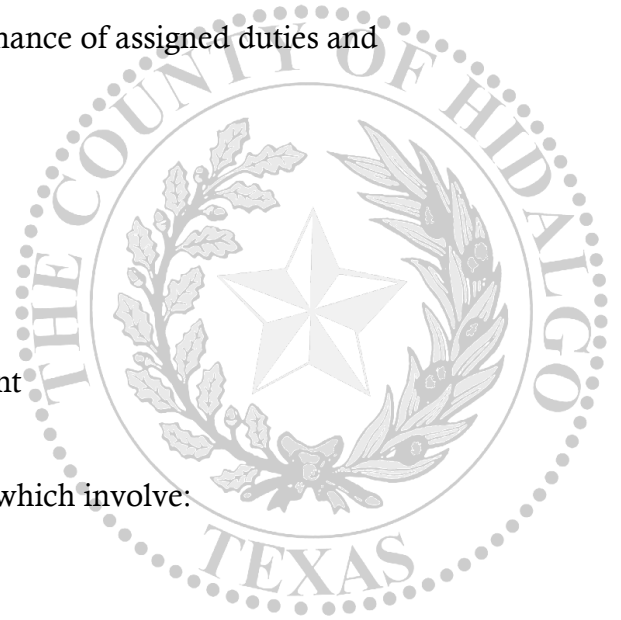
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

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
COMMISSIONER COURT
2012 SALARY SCHEDULE**

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

TAX OFFICE

AI- 33366

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	TAX ASSESSOR/COLLECTOR				\$87,360.00	\$87,360.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$95,360.00
0002	113	CHIEF DEPUTY II	19	1	\$74,182.00	\$74,182.00	\$74,182.00	\$840.00	\$0.00	\$0.00	\$6,940.00	\$0.00	\$81,962.00
0003	113	MANAGER, TAX COLLECTION SECTION	17	1	\$63,599.00	\$63,599.00	\$63,599.00	\$1,260.00	\$0.00	\$0.00	\$2,800.00	\$0.00	\$67,659.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SECTION	15	3	\$58,342.00	\$58,342.00	\$58,348.00	\$600.00	\$0.00	\$0.00	\$5,625.00	\$0.00	\$64,573.00
0005	113	CHIEF FRAUD INVESTIGATOR	14	2	\$52,254.00	\$52,254.00	\$52,624.00	\$720.00	\$0.00	\$0.00	\$0.00	\$500.00	\$53,844.00
0006	113	MANAGER, TAX ASSESSING SECTION	15	1	\$54,526.00	\$54,526.00	\$54,526.00	\$2,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,686.00
0007	113	ACCOUNTS REPORT SPECIALIST	14	2	\$52,254.00	\$52,254.00	\$52,766.00	\$720.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$54,986.00
0008	113	ACCOUNTANT IV	14	1	\$50,487.00	\$50,487.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0009	113	COMPUTER SYSTEM ADMINISTRATOR	12	4	\$47,829.00	\$47,829.00	\$47,829.00	\$720.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$50,049.00
0010	113	FRAUD INVESTIGATOR	12	1	\$43,284.00	\$43,284.00	\$43,284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$43,784.00
0011	113	EXECUTIVE ASSISTANT II	13	2	\$48,383.00	\$48,383.00	\$48,922.00	\$1,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,542.00
0012	113	ACCOUNTANT III	12	3	\$46,314.00	\$46,314.00	\$46,314.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,974.00
		DELETE THE FOLLOWING POSITION:											
0013	113	ACCOUNTANT III	12	3	\$46,314.00	\$46,314.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0014	113	ACCOUNTANT III	12	1	\$43,284.00	\$43,284.00	\$43,284.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,124.00
0015	113	ACCOUNTANT III	12	3	\$46,314.00	\$46,314.00	\$46,314.00	\$1,020.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$48,834.00
0017	113	DEPUTY CLERK II	7	10	\$38,737.00	\$38,737.00	\$39,196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,196.00
0018	113	DEPUTY CLERK III	9	5	\$39,172.00	\$39,172.00	\$39,172.00	\$1,860.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$42,532.00
0019	113	DEPUTY CLERK III	9	5	\$39,172.00	\$39,172.00	\$39,172.00	\$1,920.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$42,592.00
0020	113	DEPUTY CLERK III	9	5	\$39,172.00	\$39,172.00	\$39,172.00	\$840.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$41,512.00
0021	113	DEPUTY CLERK III	9	5	\$39,172.00	\$39,172.00	\$39,172.00	\$1,380.00	\$0.00	\$0.00	\$900.00	\$0.00	\$41,452.00
0022	113	DEPUTY CLERK II	7	6	\$34,613.00	\$34,613.00	\$34,971.00	\$540.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$37,011.00
0023	113	DEPUTY CLERK II	7	6	\$34,613.00	\$34,613.00	\$34,971.00	\$720.00	\$0.00	\$0.00	\$750.00	\$0.00	\$36,441.00
0024	113	DEPUTY CLERK II	7	6	\$34,613.00	\$34,613.00	\$34,971.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,451.00
0025	113	BOOKKEEPER II	8	2	\$32,929.00	\$32,929.00	\$32,929.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,589.00
0026	113	DEPUTY CLERK II	7	7	\$35,644.00	\$35,644.00	\$36,063.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,903.00
0027	113	TITLE EXAMINER II	8	3	\$34,043.00	\$34,043.00	\$34,043.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,763.00
0028	113	DEPUTY CLERK II	7	1	\$29,458.00	\$29,458.00	\$29,458.00	\$960.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$31,918.00
0029	113	BOOKKEEPER II	8	2	\$32,929.00	\$32,929.00	\$33,249.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,329.00

**HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE**

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

TAX OFFICE

AI- 33366

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	
0030	113	DEPUTY CLERK II	7	5	\$33,582.00	\$33,582.00	\$33,582.00	\$1,440.00	\$0.00	\$0.00	\$750.00	\$0.00	\$35,772.00
0031	113	DEPUTY CLERK II	7	5	\$33,582.00	\$33,582.00	\$33,582.00	\$1,200.00	\$0.00	\$0.00	\$750.00	\$0.00	\$35,532.00
0032	113	DEPUTY CLERK II	7	1	\$29,458.00	\$29,458.00	\$29,458.00	\$960.00	\$0.00	\$0.00	\$750.00	\$0.00	\$31,168.00
		DELETE THE FOLLOWING POSITION:											
0033	113	BOOKKEEPER II	8	3	\$34,043.00	\$34,043.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0033	113	BOOKKEEPER II	8	3	\$34,043.00	\$34,043.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0034	113	DEPUTY CLERK II	7	6	\$34,613.00	\$34,613.00	\$34,613.00	\$1,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,473.00
0035	113	DEPUTY CLERK II	7	6	\$34,613.00	\$34,613.00	\$34,613.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,413.00
0036	113	DEPUTY CLERK II	7	2	\$30,489.00	\$30,489.00	\$30,865.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,345.00
0037	113	TITLE EXAMINER I	6	4	\$30,141.00	\$30,141.00	\$30,588.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,188.00
0038	113	BOOKKEEPER I	6	4	\$30,141.00	\$30,141.00	\$30,141.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,341.00
0039	113	BOOKKEEPER I	6	1	\$27,276.00	\$27,276.00	\$27,276.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,636.00
0040	113	TECHNICIAN II	6	4	\$30,141.00	\$30,141.00	\$30,141.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,141.00
0041	113	ADMINISTRATIVE ASSISTANT III	8	2	\$32,929.00	\$32,929.00	\$32,929.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,649.00
0042	113	DEPUTY CLERK II	7	1	\$29,458.00	\$29,458.00	\$29,598.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,798.00
0043	113	BOOKKEEPER I	6	3	\$29,186.00	\$29,186.00	\$29,186.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,666.00
0044	113	DEPUTY CLERK I	5	5	\$28,792.00	\$28,792.00	\$28,959.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,559.00
0045	113	DEPUTY CLERK I	5	5	\$28,792.00	\$28,792.00	\$28,864.00	\$1,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,244.00
0047	113	DEPUTY CLERK I	5	4	\$27,908.00	\$27,908.00	\$27,908.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,508.00
0048	113	DEPUTY CLERK I	5	4	\$27,908.00	\$27,908.00	\$27,908.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,108.00
0049	113	DEPUTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0050	113	DEPUTY CLERK I	5	3	\$27,024.00	\$27,024.00	\$27,245.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,725.00
0051	113	BOOKKEEPER I	6	1	\$27,276.00	\$27,276.00	\$27,276.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,636.00
0052	113	DEPUTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0054	113	DEPUTY CLERK I	5	2	\$26,140.00	\$26,140.00	\$26,554.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,154.00
0055	113	DEPUTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,470.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,470.00
0056	113	DEPUTY CLERK I	5	0	\$23,993.00	\$23,993.00	\$23,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,993.00
0057	113	DEPUTY CLERK I	5	2	\$26,140.00	\$26,140.00	\$26,420.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,500.00
0058	113	DEPUTY CLERK I	5	2	\$26,140.00	\$26,140.00	\$26,140.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,740.00

**HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE**

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

TAX OFFICE

AI- 33366

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	
0121	113	DEPUTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0122	113	DEPUTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0123	113	ADMINISTRATIVE ASSISTANT III	8	2	\$32,929.00	\$32,929.00	\$32,929.00	\$480.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$34,909.00
0124	113	DEPUTY CLERK II	7	3	\$31,520.00	\$31,520.00	\$31,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,520.00
0125	113	DEPUTY CLERK I	5	2	\$26,140.00	\$26,140.00	\$26,140.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,860.00
0126	113	DEPUTY CLERK I	5	2	\$26,140.00	\$26,140.00	\$26,140.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,560.00
0127	113	DEPUTY CLERK I	5	2	\$26,140.00	\$26,140.00	\$26,140.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,100.00
0128	113	ADMINISTRATIVE ASSISTANT III	8	1	\$31,815.00	\$31,815.00	\$32,000.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,360.00
0129	113	DEPUTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0130	113	DEPUTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0131	113	ACCOUNTANT II	10	1	\$37,109.00	\$37,109.00	\$37,109.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,109.00
0132	113	DEPUTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0133	113	DEPUTY CLERK I	5	0	\$23,993.00	\$23,993.00	\$23,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,993.00
0134	113	DEPUTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0135	113	DEPUTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0136	113	DEPUTY CLERK I	5	0	\$23,993.00	\$23,993.00	\$23,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,993.00
0137	113	ACCOUNTANT I	8	1	\$31,815.00	\$31,815.00	\$31,815.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,355.00
CREATE THE FOLLOWING POSITIONS:													
0138	113	INTERNAL AUDITOR III	13	1	\$46,747.00	\$46,747.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0139	113	DEPUTY CLERK III	9	1	\$34,360.00	\$34,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$3,994,333.00	\$4,081,693.00	\$3,925,334.00	\$64,020.00	\$0.00	\$0.00	\$43,765.00	\$1,000.00	\$4,034,119.00

**Approval to delete/create the above highlighted full-time positions.
All personnel actions pending CC approval.**

AI-33270

Health & Human Services Dept. 11. B.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting authorization to accept the attached Tuberculosis Prevention & Control - State grant contract #2012-039064-001B. The purpose of this Amendment is to decrease the contract funds due to expenditures being below the projected budget totals and to change the narrative report addresses. The effective date of this Amendment is July 31, 2012.
2. Requesting approval of the attached TB budget appropriation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1293-441-00-340-008-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Reduction of grant budget.

Accounts impacted are those with sufficient available balances at this time. (see expenditure analysis)

Previous line item transfer had already reduced salaries. (ref. AI-31947 / Consent - 05/01/12)

Deobligation of funds.

Attachments

Grant Contract

Appropriation

Salary Projection Worksheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/16/2012 03:56 PM
Manuel Chapa	Manuel Chapa	07/18/2012 04:50 PM
Sylvia Solis	Sylvia Solis	07/26/2012 11:23 AM
Rosalinda Cantu	Rosie Cantu	07/27/2012 04:33 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Mike Escaname		Started On: 07/16/2012 03:20 PM
Final Approval Date: 07/27/2012		

Mike Escaname

From: Lazare-Payne,Rosalyn (DSHS) <Rosalyn.Lazare-Payne@dshs.state.tx.us>
Sent: Monday, July 16, 2012 7:46 AM
To: 'eddie.olivarez@hchd.org'; Gloria.salinas@hchd.org; 'Miguel.escaname@hchd.org'
Subject: FW: 2012-039064-001B HIDALGO COUNTY TB/PC STATE
Attachments: 2012-039064-001B HIDALGO COUNTY CORE DOCUMENT.pdf; 2012-039064-001B HIDALGO COUNTY CATEGORICAL BUDGET.pdf

Importance: High

Hello Contractor,

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

Changes made to any portion of the contract document (s) 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>.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

<u>Physical Address for Overnight Mail</u>	<u>Mailing Address for Regular Mail</u>
Client Services Contracting Unit MC 1886 Department of State Health Services 1100 W.49 th Street Austin, TX 787756	Client Services Contracting Unit MC 1886 Department of State Health Services PO Box 149347 Austin, TX 78714- 9347

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, contact Rosalyn Lazare-Payne at 512.458.7111 ext. 2684 or via email at rosalyn.lazare-payne@dshs.state.tx.us.

Rosalyn Lazare -Payne, CTP
Client Services Contracting Unit -MC 1886
Department of State Health Services
1100 West 49th Street
PO BOX 149347
Austin, TX 78714-9347
512-458-7111-2684

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY (Contractor) agree to amend the Program Attachment # 001A (Program Attachment) to Contract #2012-039064 (Contract) in accordance with this Amendment No. 001B: TB/PC-STATE, effective 06/26/2012.

The purpose of this Amendment is to decrease the contract funds due to expenditures being below the projected budget totals and to change the narrative report addresses. Details of the decrease are shown in the Contractor's revised budget.

Therefore, DSHS and Contractor agree as follows:

The program attachment number is changed as follows:

PROGRAM ATTACHMENT NO. ~~001A~~ 001B

SECTION I. STATEMENT OF WORK paragraph 13 is revised to read as follows:

The narrative report shall be sent to the Department of State Health Services, Tuberculosis Services Branch, ~~1100 West 49th Street~~ 4110 Guadalupe Street, Mail Code ~~1939~~ 1873, PO Box 149347, Austin, Texas 78714-9347- via regular mail, or by fax to ~~(512)776-7787~~ (512)533-3167, or e-mail to charles.wallace@dshs.state.tx.us and mitra.kookma@dshs.state.tx.us.
TBContractReporting@dshs.state.tx.us.

SECTION I. STATEMENT OF WORK paragraph 16 is revised to read as follows:

Updates to initial DSHS Report of Cases and Patient Services Form (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent within thirty (30) calendar days from when a change in information in a required reporting field occurs to DSHS at ~~1100 West 49th~~ 4110 Guadalupe Street, Mail Code ~~1939~~ 1873, PO Box 149347, Austin, Texas 78714-9347.

The Categorical Budget 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

Contractor

Signature of Authorized Official

Signature of Authorized Official

Date: _____

Date: _____

Bob Burnette, C.P.M., CTPM

Name: _____

Director, Client Services Contracting Unit

Title: _____

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Address: _____

(512) 458-7470

Phone: _____

Bob.Burnette@dshs.state.tx.us

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Tuberculosis Prevention and Control - State

CONTRACTOR: HIDALGO COUNTY

CONTRACT NO: 2012-039064

CONTRACT TERM: 09/01/2011 THRU: 08/31/2012

BUDGET PERIOD: 09/01/2011 THRU: 08/31/2012

CHG: 001B

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$325,692.00	\$319,068.00	\$(6,624.00)
Fringe Benefits	\$100,020.00	\$97,986.00	\$(2,034.00)
Travel	\$1,650.00	\$1,650.00	\$0.00
Equipment	\$3,240.00	\$3,240.00	\$0.00
Supplies	\$7,145.00	\$7,145.00	\$0.00
Contractual	\$24,000.00	\$24,000.00	\$0.00
Other	\$45,454.00	\$45,454.00	\$0.00
Total Direct Charges	\$507,201.00	\$498,543.00	\$(8,658.00)
INDIRECT COST			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	\$0.00	\$0.00	\$0.00
PROGRAM INCOME			
Program Income	\$13,366.00	\$13,366.00	\$0.00
Other Match	\$0.00	\$0.00	\$0.00
Income Total	\$13,366.00	\$13,366.00	\$0.00
LIMITS/RESTRICTIONS			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
SUMMARY			
Cost Total	\$507,201.00	\$498,543.00	\$(8,658.00)
Performing Agency Share	\$13,366.00	\$13,366.00	\$0.00
Receiving Agency Share	\$507,201.00	\$498,543.00	\$(8,658.00)
Total Reimbursements Limit	\$507,201.00	\$498,543.00	\$(8,658.00)
JUSTIFICATION			
This June 2012 amendment is to decrease contract funds due to expenditures being below the projected budget totals. Details of the decrease are shown in the Contractor's revised budget.			

Financial status reports are due: 12/30/2011, 03/30/2012, 07/02/2012, 10/30/2012

DATE: July 31, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-008-2-XXX T. B. Control

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
Personnel		
2-1293-441-00-340-008-2-113	T.B. CONTROL-REG F/T EMPLOYEES	\$ (3,000.00)
Fringes		
2-1293-441-00-340-008-2-211	T.B. CONTROL-HEALTH INSURANCE	\$ (1,000.00)
2-1293-441-00-340-008-2-220	T.B. CONTROL-FICA	\$ (1,000.00)
Travel		
Equipment		
Supplies		
2-1293-441-00-340-008-2-604	T.B. CONTROL-MEDICAL & LABORATORY SUPPLIES	\$ (3,658.00)
Contractual		
Other		
TOTAL APPROPRIATION		\$ (8,658.00)
2-1293-334-10-340-008-2-000	T.B. Control - Revenue	\$ (8,658.00)
TOTAL APPROPRIATION		\$ (8,658.00)

REASON: To amend the TB budget based on grant contract amendment 001B.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S (

DATE

ATTEST CO. CLERK

Objec	Account Description	Original Budget	Program Income Budget	Total Grant Budget	Grant Amendment 05/08/12	Program Income Amendment	Difference Between Award Budget	Total Grant Budget With Transfers With Prog Inc	09/01/11 thru 12/31/11	01/01/12 thru 07/09/12	Y-T-D Expenditures	Projected Expenditures 07/10-08/31/12	Total Expenditures	Available Balance
113	Regular F/T Employee Personnel	325,692.00		325,692.00			(11,200.00)	314,492.00	94,478.84	147,690.61	242,169.45	67,850.53	310,019.98	4,472.02
		325,692.00		325,692.00			(11,200.00)	314,492.00	94,478.84	147,690.61	242,169.45	67,850.53	310,019.98	4,472.02
211	Health Insurance	36,054.00		36,054.00			-	36,054.00	7,262.66	15,666.89	22,929.55	7,832.70	30,762.25	5,291.75
212	Life Insurance	234.00		234.00			-	234.00	48.72	115.17	163.89	57.60	221.49	12.51
220	FICA	24,913.00		24,913.00			-	24,913.00	7,115.58	11,102.01	18,217.59	5,091.96	23,309.55	1,603.46
230	Retirement	31,263.00		31,263.00			-	31,263.00	9,112.58	14,694.81	23,807.39	6,750.92	30,558.31	704.69
250	Unemployment	3,257.00		3,257.00			-	3,257.00	472.44	738.35	1,210.79	683.74	1,894.53	1,362.48
260	Workers Comp.	4,299.00		4,299.00			(4,299.00)	-	-	-	-	-	-	-
	Fringes	100,020.00		100,020.00			(4,299.00)	95,721.00	24,011.98	42,317.23	66,329.21	20,416.91	86,746.12	8,974.88
581	Travel In-County	1,650.00		1,650.00			-	1,650.00	626.37	678.78	1,305.15	88.00	1,393.15	256.85
583	Travel Out-of-County	-		-			425.00	425.00	-	-	-	418.20	418.20	6.80
	Travel	1,650.00		1,650.00			425.00	2,075.00	626.37	678.78	1,305.15	506.20	1,811.35	263.65
748	Equipment				3,240.00		-	3,240.00				2,597.59	2,597.59	642.41
601	Office & Comp Supplies	5,145.00	8,000.00	13,145.00		6,000.00	10,550.00	29,695.00	-	8,372.87	8,372.87	16,494.17	24,867.04	4,827.96
604	Medical Supplies	2,000.00	8,000.00	10,000.00		6,000.00	4,299.00	20,299.00	3,073.08	340.00	3,413.08	7,315.68	10,728.76	9,570.24
605	Clothing & Uniforms	-	-	-		-	1,158.93	1,158.93	-	-	-	1,135.64	1,135.64	23.29
607	Household & Janitorial	-	-	-		-	4,575.00	4,575.00	-	2,761.40	2,761.40	508.40	3,269.80	1,305.20
619	Other Miscellaneous Su	-	-	-		-	41.07	41.07	-	41.07	41.07	-	41.07	-
661	Minor Office Equipment	-	-	-		-	4,400.00	4,400.00	-	-	-	4,384.90	4,384.90	15.10
672	Repairs & Maintenance	-	-	-		-	450.00	450.00	435.39	-	435.39	-	435.39	14.61
743	Office Furniture & Equip	-	-	-		-	3,500.00	3,500.00	-	-	-	3,310.95	3,310.95	189.05
	Supplies	7,145.00	16,000.00	23,145.00		12,000.00	28,974.00	64,119.00	3,508.47	11,515.34	15,023.81	23,809.85	44,862.60	15,945.45
339	Other Professional Serv	9,000.00		9,000.00	15,000.00		(16,200.00)	7,800.00						7,800.00
	Contractual	9,000.00		9,000.00	15,000.00		(16,200.00)	7,800.00	-	-	-	-	-	7,800.00
336	Compuer Services						2,796.00	2,796.00			-			2,796.00
350	Other Services						800.00	800.00						800.00
431	Repairs & Maintenance	9,000.00		9,000.00			-	9,000.00						9,000.00
432	Repairs & Maintenance	-	-	-	33,454.00		-	33,454.00						33,454.00
540	Advertising	1,500.00		1,500.00			(1,500.00)	-			-	-	-	-
550	Printing & Binding	1,500.00		1,500.00			(296.00)	1,204.00			-	568.14	568.14	635.86
811	Licenses & Permits						500.00	500.00		218.00	218.00		218.00	282.00
	Other	12,000.00		12,000.00	33,454.00		2,300.00	47,754.00	-	218.00	218.00	568.14	786.14	46,967.86
	Total Grant Award	455,507.00	16,000.00	471,507.00	51,694.00	12,000.00	-	535,201.00	122,625.66	202,419.96	325,045.62	113,151.63	444,226.19	85,066.27

10% Transfer Threshold = 10% of (\$455,507.00 + 51,694.00 = \$507,201.00) - (\$3,240.00) = \$503,961.00;
 10% of \$503,961.00 = \$50,396.10.
 Current variance among Categorical Budgets = \$31,699.00.

AI-33324

IT Department 12. A.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Constable Pct. 4:

Authorization to purchase wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1779 (Requisition #219665) with awarded vendor VERIZON WIRELESS for the following:

Employee Name:	Employee #:	Description:	Plan Cost:	Equipment Cost:
Office Use	N/A	MIFI 4510L 4G	Unlimited Mobile Broadband Plan \$37.99 + \$5.00 = \$42.99 X 5 months \$214.95	\$0
Joel Rivera	141275	MIFI 4510L 4G	Unlimited Mobile Broadband Plan \$37.99 + \$5.00 = \$42.99 X 5 months \$214.95	\$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1242-412-00-060-001-0-532

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

JUSTICE CRT TECH-WIRELESS DEVICES

\$430.00 available for requisition# 219665 as of 7-31-12 for Verizon Wireless. SEE AI 33320 CC 07/31/12.

Attachments

Backup

Form Review

Inbox
Budget & Management
Rosalinda Cantu
Purchasing Department

Reviewed By
Merlen P. Munoz
Rosie Cantu
Angela Garcia

Date
07/18/2012 04:16 PM
07/19/2012 01:47 PM
07/27/2012 04:55 PM

Form Started By: Griselda Salazar

Started On: 07/18/2012 03:30 PM

Final Approval Date: 07/27/2012

 **WIRELESS DEVICE REQUEST FORM W.2011.2**

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# - Signature: -

Department: Const. Pct. 1 Dept#: 294

Quantity: 1

Service: \$ 37.99/mo (x) 5 months = 189.95 Account: 2-1242412-00-060-001-0-532

Service: \$ 5.00/mo (x) 5 months = 25.00 Account: 2-1242-412-00-060-001-0-532-619/664

Requisition Total: 429.90 Requisition Number: 2196605

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] J. E. Guerra 6/1/12
 Signature Print Name Date

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

 Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Unlimited Mobile Broadband [Signature]

Commissioner's Court Action: _____ Commissioner's Court Date: 7/31/12

Approved Date: _____ Disapproved



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: JOEL RIVERA Employee ID# 141275 Signature:

Department: Constable 4 Dept#: 294

Quantity: 1

Service: \$ 37.99 /mo (x) 5 months = 189.95 Account: 2-1242-412-00-000-001-0-532

Service: \$ 5.00 /mo (x) 5 months = 25.00 Account: 2-1242-412-00-000-001-0-532-619/664

Requisition Total: 429.90 Requisition Number: 2196605

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

_____ J. E. Guerra _____ 6/1/12
 Signature Print Name Date

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

 Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Unlimited Mobile Broadband

Commissioner's Court Action:

Commissioner's Court Date: 7/31/12

Approved Date: _____

Disapproved

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

Requisition

Req # 00219665

PO #

Date: 07/18/12

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-1779**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONST.PCT.4 / CC 7/31/12 / AI-33324 DO NOT DUPLICATE ORDER		
5.00	MONTH	OPEN PO FOR UNLIMITED MOBILE BROADBAND PLAN - OFFICE USE \$37.99 (service) X 5 (aug-dec 2012)= \$189.95	37.99	189.95
5.00	MONTH	TAXES AND FEES \$5.00 (t/f) X 5 (aug-dec 2012) = \$25.00	5.00	25.00
5.00	MONTH	OPEN PO FOR UNLIMITED BROADBAND PLAN - JOEL RIVERA \$37.99 (service) X 5 (aug-dec 2012)= 189.95	37.99	189.95
5.00	MONTH	TAXES AND FEES \$5.00 (t/f) X 5 (aug-dec 2012) = \$25.00	5.00	25.00
		<u>Account No</u>	<u>Encumbrance</u>	
			Freight	.00
			Total	429.90
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-33331

IT Department 12. B.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

District Attorney:

Authorization and approval to upgrade wireless devices at \$0 cost through the County's membership/participation with contract: DIR-SDD-1779 with awarded vendor VERIZON WIRELESS for the following:

Employee Name:	Employee #:	Current Device:	Upgrading Device:
Dale R. Booth	029483	3G Broadband Datacard	4G LTE Mobile Hotspot
Charles Vela	017477	3G Broadband Datacard	4G LTE Mobile Hotspot
Jorge Salazar	141917	3G Broadband Datacard	4G LTE Mobile Hotspot

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: See Below

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

2-1222-412-00-080-006-0-532 DA Bad Ck

Amount available through PO #669085 in the amount of \$2,803.66 as of 07/16/12 for Verizon Wireless.

2-1281-412-00-080-012-2-532 CJD-BPU

Amount available through PO #672301 in the amount of \$1,285.98 as of 07/16/12 for Verizon Wireless.

Attachments

Request Forms

Form Review

Inbox
Budget & Management
Sylvia Solis
Purchasing Department

Reviewed By
Merlen P. Munoz
Sylvia Solis
Angela Garcia

Date
07/19/2012 07:58 AM
07/19/2012 04:36 PM
07/27/2012 04:55 PM

Form Started By: Griselda Salazar

Started On: 07/18/2012 04:22 PM

Final Approval Date: 07/27/2012



WIRELESS DEVICE REQUEST FORM W.2011.2

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Charles Vela Employee ID# 017477 Signature: [Signature]

Department: District Attorney Dept#: 80

Quantity: 1

Service: \$ 37.99 /mo (x) 6 months = 227.94 Account: 2-1222-42 00 080 006-0 -532

Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -619/664

Requisition Total: _____ PO# _____ Requisition Number: 669085

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] BOY CAZARES FOR PEPE GUERRA 7/6/2012

Signature Print Name Date

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

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: upgrading to 4G LTE Mobile Hotspot [Signature]

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/it/slg/article/0,,id=167154,00.html>, EXAMPLE 2.



WIRELESS DEVICE REQUEST FORM W.2011.2

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Dale Randolph Booth Employee ID# 029783 Signature: D. Randolph Booth

Department: District Attorney Dept#: 80

Quantity: 1

Service: \$ 37.99 /mo (x) 6 months = 227.94 Account: 2-1281-412-00-080-00-2-532

Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -619/664

Requisition Total: _____ Requisition Number: PO 672301

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] ROY CHAZARES FOR RENE GUERRA 7/6/2012

Signature Print Name Date

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

 Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Upgrading to 4G LTE Mobile Hotspot

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



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: Jorge Salazar Employee ID# 141917 Signature: [Signature]

Department: District Attorney Dept#: 80

Quantity: 1

Service: \$ 37.99 /mo (x) 6 months = 227.94 Account: 2-1222-11202-080-006-0-532

Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -619/664

Requisition Total: _____ Requisition Number: 669085

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] BOY CAZARES FOR RENE GUERRA 7/6/2012
Signature Print Name Date

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

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: upgrading to 4G LTE Mobile Hotspot [Signature]

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

AI-33392

Right of Way 14. A.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration and approval to purchase a certain tract of land also known as Parcels 8 and 10, Minnesota Drainage Project. (Pct. 2 Project)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-122-058-0-711

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available funds as of 7/27/12. (Pct.2 Project)

Attachments

Pct.2 Parcel 8 & 10

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 01:06 PM
Olga Garza	Olga Garza	07/27/2012 04:18 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Rebecca Gomez		Started On: 07/24/2012 03:14 PM
	Final Approval Date: 07/27/2012	


COUNTY of HIDALGO
Precinct No. 2



Hector "Tito" Palacios
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas, 
Hidalgo County Right of Way Department

TE: July 18, 2012

RE: Minnesota Drainage Project (Parcel # 8)
Laura Lilia Lubin

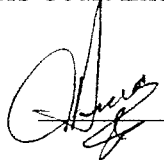
Attached please find letter provide by property owner for above-mentioned project.

Appraised Value: \$ 17,775.00

Settlement Request: \$ 22,840.87

Difference to Landowner \$ 5,065.87

Commissioners Court Executive Session July 24, 2012

Approved;  7/24/12

Not Approved; _____
Administration Office
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

Precinct 2 Shop
301 E. State St.
Pharr, TX 78517

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Sheet 1 of 3

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -8

Being a 1.198-acre tract of land out of the East 21.09-acres of Lot 2, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said East 21.09-acres is vested to Laura Lilia Lubin from Alamo Heights, LTD., a Texas limited partnership, by virtue of a Special Warranty Deed with Vendor's Lien dated September 28, 2010, recorded in Document No. 2141729, Official Records of Hidalgo County, Texas. Said 1.198-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at the Southeast corner of Lot 2, Block 47, Alamo Land and Sugar Company Subdivision for the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 2, Block 47, a distance of 695.97 feet to the Southwest corner of the East 21.09-acres of said Lot 2, Block 47 for the Southwest corner of this tract of land;

THENCE, North 08 degrees 35 minutes 00 seconds East, with the West line of said East 21.09-acres, a distance of 75.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, with the Proposed North Right of Way line of the Minnesota Drainage Ditch and parallel to the South line of said Lot 2, Block 47, a distance of 695.97 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the East line of said Lot 2, Block 47 for the Northeast corner of said tract of land;

THENCE, South 08 degrees 35 minutes 00 seconds West, with the East line of said Lot 2, Block 47, a distance of 10.00 feet passed a No. 4 rebar found (with a plastic cap stamped RGEC) and at a total distance of 75.00 feet to the **POINT OF BEGINNING** and containing 1.198-acres of which 0.202 of an acre of land lies within the existing Drainage Ditch and 0.026 of an acre lies within the existing Hidalgo County Irrigation District No. 2 Irrigation Drainage Easement and leaving a **Net Taking of 0.97** of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



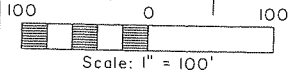
Pablo Soto, Jr.

Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9/26/11

ALAMO LAND AND SUGAR COMPANY SUBDIVISION

VOLUME I, PAGES 24-26, M.R.H.C.

LOT 2, BLOCK 47



OWNER: MARIA MELDA GARZA, TRUSTEE.
WARRANTY DEED
VOLUME 2592, PAGE 566, O.R.H.C.

OWNER: LAURA LILIA LUBIN
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
DOC. No. 2141729, O.R.H.C.

OWNER: PHARR-SAN JUAN-ALAMO ISD
SPECIAL WARRANTY DEED
DOCUMENT No. 2043295, O.R.H.C.

OWNER: SOLIDA ADMINISTRADORA de
PORTAFOLIOS, S.A. de C.V. o MEXICO CORP.
SPECIAL WARRANTY DEED
DOC. No. 2158186, O.R.H.C.

LOT 7, BLOCK 47
OWNER: PROPILUSION INVESTMENTS, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
DOCUMENT No.: 2119853, O.R.H.C.

OWNER: RUAL GARZA AND CAROLINO LOZANO
WARRANTY DEED WITH VENDOR'S LIEN
DOCUMENT No. 888894, O.R.H.C.

N 08°35'00" E
75.00'

SET No.
4 REBAR

S 81°25'00" E

13.00' DRAINAGE
DITCH

PARCEL - 8

30.00' H.C.I.D. No. 2
IRR. DRAINAGE EASEMENT

15.00'

695.97'

SET No.
4 REBAR

BASIS OF BEARING

Existing Drainage Ditch

FND. No.
4 REBAR

N 81°25'00" W

695.97'

22.00' DRAINAGE
DITCH

P.O.B.
S.E. CORNER OF
LOT 2, BLOCK 47,
ALAMO LAND & SUGAR Co.
SUBDIVISION,
VOL. I, PAGES 24-26
M.R.H.C.

S 08°35'00" W
75.00'

110.00' DRAINAGE DITCH

ALL CORNER ARE No. 4 REBARS
SET WITH A PLASTIC CAP
STAMPED RGEC, UNLESS OTHER-
WISE NOTED.

OWNER: LAURA LILIA LUBIN, BY VIRTUE OF A SPECIAL
WARRANTY DEED WITH VENDOR'S LIEN DATED
SEPTEMBER 28, 2010, RECORDED IN DOCUMENT No.
2141729, OFFICIAL RECORDS OF HIDALGO COUNTY,
TEXAS.

DESCRIPTION: THE EAST 21.09-ACRES OF LOT 2,
BLOCK 47, ALAMO LAND AND SUGAR COMPANY
SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP
RECORDED IN VOLUME I, PAGES 24-26, MAP RECORDS
OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 21.09-AC.
TO BE ACQUIRED: 11.98-AC.
EXISTING DRAINAGE DITCH: 0.202-AC
EXISTING H.C.I.D. No. IRR. EASEMENT: 0.026-AC
PROPOSED NET TAKING: 0.97-AC
REMAINDER: 19.892-AC

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL - 8
SURVEY PLAT
OF A 1.198-ACRE TRACT OF LAND
OUT OF THE EAST 21.09-ACRES
OF LOT 2, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUME I, PAGES 24-26, M.R.H.C.

The undersigned hereby state that this survey,
as described hereon, was made on the ground
and that the only improvements on the ground
are as shown and that there are no visible
encroachments, visible overlapping, apparent
conflicts, or visible easements, except as shown
hereon. This Survey substantially conforms to the
Minimum Standards of Practice as approved by
the Texas Board of Professional Land Surveyors.



R. Gutierrez
Engineering
Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

GF No.: 125037

PABLO SOTO, JR., R.P.S. No. 4541

Date: 9/26/11

JOB No.: ENG09.001

DATE: SEPT 26, 2011

DRAWN BY: RG

PAGE: 3 OF 3

LOT 3, BLOCK 47

LOT 6, BLOCK 47



REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the southern frontage of
Owassa Road, East of Apache Drive, San Juan, Texas. District: Pharr
Property Owner: Laura Lilia Lubin ROW CSJ: N/A
Address of Property Owner: 101 West Pelican Avenue, Parcel: 8
McAllen, Texas 78504 Federal Project No: N/A
Occupant's Name: Vacant Highway: Minnesota Drain County: Hidalgo
Ditch
Whole: Partial: Acquisition

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$17,775.00 as of February 2, 2012, based upon my independent appraisal and the exercise of my professional judgment; on February 2, 2012, (date)(s), I personally inspected in the field the property herein appraised; I afforded Laura Lilia Lubin, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 2, 2012, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

February 6, 2012
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date



Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 2 Honorable Hidalgo County Commissioner Hector "Tito" Palacios and the Texas Department of Transportation, Southern Region. The part to be acquired is for the expansion of an existing drain ditch centrally located between Owassa Road and Minnesota Road. The intended use of the report is to assist Jaime Salinas, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Jaime Salinas shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Salinas has a local office located at 301 E. State Street, Pharr, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order number 667977 dated December 20, 2011 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 317 East Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Minnesota Road, Owassa Road, and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the County of Hidalgo. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through negotiations. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

As per scope of the assignment the property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Accessibility

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the southern property line south of the southern frontage of Owassa Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

During the analysis of the subject property it was determined that the overall land area of 21.09 acres shall be utilized as the economic unit of the subject property for the analysis of the part to be acquired. This land area is indicative of the market trends within the immediate area and shall be utilized for the direct sales comparison approach to value in order to determine the current market value of the whole. Once the unit rate for the subject is established, a pro-rata part of the whole is applied the determination of the part to be acquired. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition were indicated to have an economic unit range of 10.00 acres to 21.09 acres.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the gross land area to be acquired is 1.198 acres (52,185 square feet). The part to be acquired is encumbered by a 0.202 acre drainage ditch and 0.026 acre within the Hidalgo County Irrigation District No. 2 Drainage Easement, leaving a net 0.97 acre (42,253 square feet) of land. The proposed acquisition has approximately 695.97' lineal feet of frontage along the southern property line of the subject property. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use for single family residential development. This use is based on the local market trends along Minnesota Road and Owassa Road. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	1.198 Acres
	52,185 Square Feet

Legal Description: Part To Be Acquired

Being a 1.198 of an acre of land out of the East 21.09 acres of Lot 2, Block 47, Alamo Land Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas and accessed via internet www.hidalgoad.org. The subject property was indicated to be under the ownership of Laura Lilia Lubin. This was found under the tax account A1800-00-047-0002-01.

OWNER OF RECORD	LAURA LILIA LUBIN
PROPERTY TAX IDENTIFICATION NO.	112790
IMPROVEMENT VALUE	\$0
LAND VALUE	\$153,957
ASSESSED VALUE	\$8,457
EXEMPTIONS	AG


COUNTY of HIDALGO
Precinct No. 2



Hector "Tito" Palacios
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas, 
Hidalgo County Right of Way Department

TE: July 18, 2012

RE: Minnesota Drainage Project (Parcel # 10)
Propulsion Investments

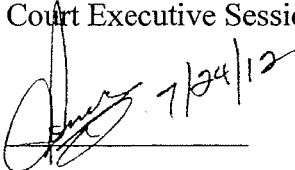
Attached please find letter provide by property owner for above-mentioned project.

Appraised Value: \$ 16,845.00

Settlement Request: \$ 20,601.43

Difference to Landowner \$ 3,756.43

Commissioners Court Executive Session July 24, 2012

Approved;  7/24/12

Not Approved; _____
Administration Office
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

Precinct 2 Shop
301 E. State St.
Pharr, TX 78517

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Sheet 1 of 2

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -10

Being a 1.136-acre tract of land out of the East One-Half (E ½) of Lot 7, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said East One-Half (E ½) of Lot 7, Block 47 is vested to Propilusion Investments, LLC, a Texas limited liability company from Alamo Heights, LTD., a Texas Limited Partnership dated July 14, 2010, recorded in Document 2119853, Official Records of Hidalgo County, Texas. Said 1.136-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at the Northeast corner of Lot 7, Block 47, Alamo Land and Sugar Company Subdivision for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

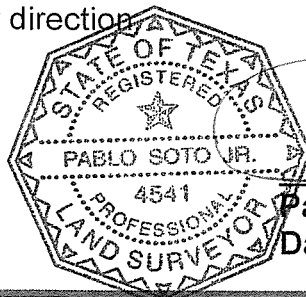
THENCE, South 08 degrees 35 minutes 00 seconds West, with the East line of said Lot 7, Block 47, a distance of 75.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 00 seconds West, with the Proposed South Right of Way line of the Minnesota Drainage Ditch and parallel to the North line of said Lot 7, Block 47, a distance of 660.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southwest corner of this tract of land;

THENCE, North 08 degrees 35 minutes 00 seconds East, parallel to the East line of said Lot 7, Block 47, a distance of 75.00 feet to the Northwest corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, with the North line of said Lot 7, Block 47, a distance of 660.00 to the **POINT OF BEGINNING** and containing 1.136-acres of which 0.326 of an acre of land lies within the existing Drainage Ditch and 0.026 of an acre lies within a Hidalgo County Irrigation District No. 2 Irrigation Easement and leaving a **Net Taking of 0.785** of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr.
Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9/26/11

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Sheet 1 of 2

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -10

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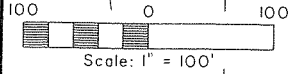


Pablo Soto, Jr.
Pablo Soto, Jr. - R.P.L.S. No. 4541
Date: 9/26/11

ALAMO LAND AND SUGAR COMPANY SUBDIVISION

VOLUME I, PAGES 24-26, M.R.H.C.

LOT 2, BLOCK 47



OWNER: LAURA LILIA LUBIN
SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN
DOC. No. 2141729, O.R.H.C.

OWNER: MARIA IMELDA GARZA, TRUSTEE,
WARRANTY DEED
VOLUME 2592, PAGE 566, O.R.H.C.

30.00' H.C.I.D. No. 2
IRR. DRAINAGE EASEMENT

15.00'

OWNER: PHARR-SAN JUAN-ALAMO ISD
SPECIAL WARRANTY DEED
DOCUMENT No. 2043295, O.R.H.C.

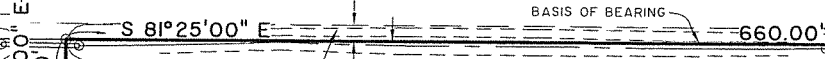
LOT 3, BLOCK 47

P.O.B.
N.E. CORNER OF
LOT 7, BLOCK 47,
ALAMO LAND & SUGAR Co.
SUBDIVISION,
VOL. I, PAGES 24-26
M.R.H.C.

20.00' DRAINAGE
DITCH

13.00' DRAINAGE
DITCH

20.00'



Existing Drainage Ditch

PARCEL -10

N 08°35'00" E 75.00'

SET No. 4 REBAR

N 81°25'00" W

660.00'

SET No. 4 REBAR

S 08°35'00" W 75.00'

25.00' DRAINAGE
DITCH

OWNER: SOLIDA ADMINISTRADORA de
PORTAFOLIOS, S.A. de C.V., a MEXICO CORP.
SPECIAL WARRANTY DEED
DOC. No.: 2158186, O.R.H.C.

30.00' H.C.I.D. No. 2
IRR. DRAINAGE EASEMENT

15.00'

OWNER: RAUL GARZA AND CAROLINA LOZANO
WARRANTY DEED WITH VENDOR'S LIEN
DOCUMENT No. 888694, O.R.H.C.

LOT 6, BLOCK 47

LOT 7, BLOCK 47

OWNER: PROPILUSION INVESTMENTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY
SPECIAL WARRANTY DEED
with VENDOR'S LIEN
DOCUMENT No.: 2119853, O.R.H.C.

ALL CORNER ARE No. 4 REBARS
SET WITH A PLASTIC CAP
STAMPED RGEC, UNLESS OTHER-
WISE NOTED.

OWNER: PROPILUSION INVESTMENTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY BY VIRTUE OF A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED JULY 14, 2010, RECORDED IN DOCUMENT No. 2119853, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

DESCRIPTION: THE EAST ONE-HALF (E 1/2) OF LOT 7, 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME I, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 20.00-AC.
TO BE ACQUIRED: 11.36-AC.
EXISTING DRAINAGE DITCH: 0.326-AC
EXISTING H.C.I.D. No. 2 IRR. ESMT.: 0.026-AC
PROPOSED NET TAKING: 0.785-AC
REMAINDER: 18.864-AC

DOCUMENT No: _____

The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



GF No.: I25039

R. Gutierrez
Engineering
Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE * PHARR, TEXAS 78577
(TEL) 956 782-2557 * (FAX) 956 782-2558
ENGINEERING FIRM No. 486 * SURVEYING FIRM No.: 101650-00

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 9/26/11

JOB No.: ENG09.001	DATE: SEPT. 26, 2011
DRAWN BY: RG	PAGE: 2 OF 2

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the northern frontage of Minnesota Road, East of Hibiscus Drive, San Juan, Texas
 District: Pharr
 Property Owner: Propilusion Investments LLC
 ROW CSJ: N/A
 Address of Property Owner: 103 West Nolana, San Juan, Texas 78589
 Parcel: 10
 Occupant's Name: Vacant
 Federal Project No: N/A
 Whole: Partial: Acquisition
 Highway: Minnesota Drain County: Hidalgo
 Ditch

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$16,845.00 as of February 2, 2012, based upon my independent appraisal and the exercise of my professional judgment; on February 2, 2012, (date)(s), I personally inspected in the field the property herein appraised; I afforded Propilusion Investments LLC, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 2, 2012, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
 Appraiser Signature
 State Certified General Real Estate Appraiser – TX 1328375 – General
 Certification Number
 February 10, 2012
 Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.	
District Reviewing Appraiser	Date



Scope of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 2 Honorable Hidalgo County Commissioner Hector "Tito" Palacios and the Texas Department of Transportation, Southern Region. The part to be acquired is for the expansion of an existing drain ditch centrally located between Owassa Road and Minnesota Road. The intended use of the report is to assist Jaime Salinas, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Jaime Salinas shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Salinas has a local office located at 301 E. State Street, Pharr, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order number 667977 dated December 20, 2011 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 317 East Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Minnesota Road, Owassa Road, and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the County of Hidalgo. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through negotiations. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

As per scope of the assignment the property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." The subject property is encumbered with an active Hidalgo County Irrigation District No.2 Drainage easement. As per scope of the assignment a value estimate for the easement is also to be determined. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights.

Accessibility

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of January 3, 2011. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the northern property line north of the northern frontage of Minnesota Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

During the analysis of the subject property it was determined that the overall land area of 20.00 acres shall be utilized as the economic unit of the subject property for the analysis of the part to be acquired. This land area is indicative of the market trends within the immediate area and shall be utilized for the direct sales comparison approach to value in order to determine the current market value of the whole. Once the unit rate for the subject is established, a pro-rata part of the whole is applied the determination of the part to be acquired. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition were indicated to have an economic unit range of 10.00 acres to 21.09 acres.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 1.136 acres (49,484 square feet), of which 0.326 acre is located within a private drainage ditch located along the northern property line of the subject property. The part to be acquired is encumbered by a 0.026 acre H.C.I.D #2 irrigation Easement, leaving a net 1.11 acre (48,352 square feet) of land owned in fee simple. The proposed acquisition has approximately 660.00' lineal feet of frontage along the northern property line of the subject property. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use for single family residential development. This use is based on the local market trends along Minnesota Road and Owassa Road. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	1.136 Acres
	49,484 Square Feet

Legal Description: Part To Be Acquired

Being a 1.136 of an acre of land out of the East half (1/2) of Lot 7, Block 47, Alamo Land Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas and accessed via internet www.hidalgoad.org. The subject property was indicated to be under the ownership of Propilusion Investments LLC. This was found under the tax account A1800-00-047-0007-00.

OWNER OF RECORD	PROPILUSION INVESTMENTS LLC
PROPERTY TAX IDENTIFICATION NO.	112803
IMPROVEMENT VALUE	\$0
LAND VALUE	\$146,000
ASSESSED VALUE	\$8,020
EXEMPTIONS	AG

AI-33438

Precinct #1 15. A.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Joann Gonzalez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of appointment of members to the Emergency Services District #2 for the term of July 31, 2012 to December 31, 2013 pursuant to Texas Health & Safety Code Section 775.034.

BACKGROUND

Appointment of Mr. Daniel Guzman, Mr. Eloy Cardenas and Mr. Pedro De La Cruz.

New terms will commence upon CC approval of appointments 7-31-12 and will expire as follows:

Appointee	Expiration Date
Daniel Guzman	12/31/13
Eloy Cardenas	12/31/12
Pedro De La Cruz	12/31/12

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact

Attachments

Health & Safety Code Sec. 775.034

Form Review

Inbox
 Budget & Management
 Ivan Cantu
 Purchasing Department

Reviewed By
 Merlen P. Munoz
 Ivan Cantu
 Angela Garcia

Date
 07/26/2012 08:04 AM
 07/27/2012 10:11 AM
 07/27/2012 04:55 PM

Form Started By: Joann Gonzalez

Started On: 07/25/2012 04:21 PM

Final Approval Date: 07/27/2012

HEALTH AND SAFETY CODE

TITLE 9. SAFETY

SUBTITLE B. EMERGENCIES

CHAPTER 775. EMERGENCY SERVICES DISTRICTS

SUBCHAPTER C. ORGANIZATION, POWERS, AND DUTIES

Sec. 775.034. APPOINTMENT OF BOARD IN DISTRICT LOCATED WHOLLY IN ONE COUNTY. (a) The commissioners court of a county in which a single-county district is located shall appoint a five-member board of emergency services commissioners to serve as the district's governing body. To serve as a member of the board a person must be:

- (1) at least 18 years of age; and
- (2) a resident citizen of the state and:
 - (A) a qualified voter within areas served by the district; or
 - (B) the owner of land subject to taxation in the district.

(b) Except as prescribed by Subsection (c), commissioners serve two-year terms.

(c) After the votes are canvassed and the commissioners court enters the order creating the district, the commissioners court shall appoint the initial emergency services commissioners to serve until January 1 of the year following the district election. On January 1, the court shall designate three of those emergency services commissioners to serve a two-year term and two of those emergency services commissioners to serve a one-year term.

(d) On January 1 of each year, the commissioners court shall appoint a successor for each emergency services commissioner whose term has expired.

(e) The commissioners court shall fill a vacancy on the board for the remainder of the unexpired term.

(f) A member of the board who, because of municipal annexation, is no longer a qualified voter of an area served by the district or no longer owns land subject to taxation by the district may continue to serve until the expiration of the member's term.

(g) The commissioners court shall consider relevant factors in determining the individuals to appoint as emergency services commissioners, including whether the individuals have knowledge that relates to fire prevention or emergency medical services and that is relevant to the common policies and practices of the board.

(h) This section does not apply to a district located wholly in a county with a population of more than three million.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Amended by Acts 1999, 76th Leg., ch. 496, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 272, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 235, Sec. 5, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 930, Sec. 4, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [900](#), Sec. 1, eff. September 1, 2007.

AI-33215

Precinct #2 16. A.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of the following with Asago, LLC dba Asago Construction for South Tower Road - Street & Drainage Improvement Project, as submitted and recommended by project engineer, R. Gutierrez Engineering Corporation:

1. Application for Final Payment in the amount of \$16,560.12
2. Certificate of Substantial Completion reflecting Punch List date of June 19, 2012
3. Application for Retainage in the amount of \$43,642.42
4. Certificate of Construction Completion reflecting the completion date of June 20, 2012.

With authority for County Judge or Court member to execute documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1339-431-00-122-031-0-731

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

BUDGETARY IMPACT:

PO#669184

**pending PO increases for Change Order#2 and #3.

Please note: Total Project costs were \$436,424.20 Urban County contribution \$376,221.66 Precinct No.2 portion \$60,202.54

Urban County made payments minus retainage of \$376,221.66 Precinct No.2 will pay a portion of payment #5 for \$16,560.12 and the retainage (which was not paid into an account but left in the balance) of \$43,642.42.

Attachments

Final Payment Application

Certificate of Substantial Completion

Application for Retainage

Certificate of Construction Completion

Breakdown of Payments

Form Review

Inbox
Budget & Management

Reviewed By
Merlen P. Munoz

Date
07/23/2012 11:03 AM

Roland Garcia
Purchasing Department

Form Started By: Katia Garcia

Rolando Garcia
Angela Garcia

Final Approval Date: 07/27/2012

07/27/2012 09:10 AM

07/27/2012 04:55 PM

Started On: 07/11/2012 04:22 PM

**APPLICATION FOR FINAL PMT
HIDALGO COUNTY PRECINCT #2**

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: Asago Construction (CONTRACTOR)
 Contract: 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731
 Project: Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements
 OWNER's Contract No. 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731 ENGINEER's Project No.: ENG05.015B
 For Work accomplished through the date of: June 1, 2012

1. Original Contract Price:	\$ 42,581.04
2. Net change by Change Orders and Written Agreements (+ or -):	\$ 17,621.50
3. Current Contract Price (1 plus 2):	\$ 60,202.54
4. Total completed and stored to date:	\$ 60,202.54
5. Retainage (per Agreement):	
<u>10% of completed Work: \$436,424.20</u>	\$ 43,642.42
<u>10% of stored material:</u>	\$ -
Total Retainage:	\$ 43,642.42
6. Total completed and stored to date less retainage (4 minus 5):	\$ 16,560.12
7. Less previous Application for Payments:	\$ -
8. Balance to Finish:	\$ -
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 16,560.12

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

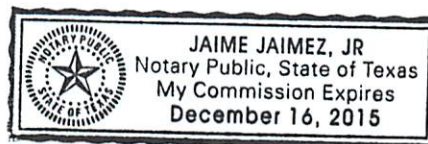
Dated 6/20/2012

Asago Construction
CONTRACTOR

By: 

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 18
 day of July 2012


 Notary Public
 My Commission expires: 12/16/15



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6/22/2012

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

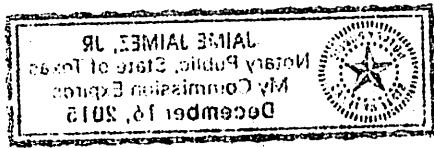
By: 

INVOICE RECEIVED BY:
Elizabeth Martin ON 7/18/12
 GOODS/SERVICES RECEIVED BY:
Hector Jto Palacios ON 7/18/12

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Schedule of Values

Contractor Name: Asago Construction
 Starting Date: January 9, 2012
 Project Ending Date: June 7, 2012
 Retainage Percent: 10%

Application: FINAL PMT
 Application Date: June 6, 2012
 Period To: June 1, 2012
 Engineer Firm: R. Gutierrez Eng. Corp

Summary (URBAN COUNTY)																									
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
5008/09/10/11-92-0311-5000-9200-UCP-ML	Hidalgo County Pct. 2 - S Tower Road - Street & Drainage Improvements	\$ 378,221.66	\$ 378,221.66	\$ 376,221.66	\$ 376,221.66	\$ 74,106.00		\$ 74,106.00	\$ 48,406.50		\$ 48,406.50	\$ 105,112.80	\$ -	\$ 105,112.80	\$ 82,893.78	\$ -	\$ 82,893.78	\$ 65,702.58	\$ -	\$ 65,702.58	\$ 378,221.66	\$ -	\$ 378,221.66	\$ 310,519.08	\$ -
URBAN COUNTY TOTALS:		\$ 378,221.66	\$ 378,221.66	\$ 376,221.66	\$ 376,221.66	\$ 74,106.00	\$ -	\$ 74,106.00	\$ 48,406.50	\$ -	\$ 48,406.50	\$ 105,112.80	\$ -	\$ 105,112.80	\$ 82,893.78	\$ -	\$ 82,893.78	\$ 65,702.58	\$ -	\$ 65,702.58	\$ 378,221.66	\$ -	\$ 378,221.66	\$ 310,519.08	\$ -

Summary (HIDALGO COUNTY PRECINCT #2)																									
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
1-1339-431-00-122-031-0-731	Hidalgo County Pct. 2 - S Tower Road - Street & Drainage Improvements	\$ 42,581.04	\$ 47,989.04	\$ 59,376.54	\$ 60,202.54	\$ 8,234.00	\$ 8,234.00	\$ -	\$ 5,378.50	\$ 5,378.50	\$ -	\$ 11,679.20	\$ 11,679.20	\$ -	\$ 9,210.42	\$ 9,210.42	\$ -	\$ 25,700.42	\$ 9,140.30	\$ 16,560.12	\$ 60,202.54	\$ 43,642.42	\$ 16,560.12	\$ -	\$ -
HIDALGO COUNTY PCT 2 TOTALS:		\$ 42,581.04	\$ 47,989.04	\$ 59,376.54	\$ 60,202.54	\$ 8,234.00	\$ 8,234.00	\$ -	\$ 5,378.50	\$ 5,378.50	\$ -	\$ 11,679.20	\$ 11,679.20	\$ -	\$ 9,210.42	\$ 9,210.42	\$ -	\$ 25,700.42	\$ 9,140.30	\$ 16,560.12	\$ 60,202.54	\$ 43,642.42	\$ 16,560.12	\$ -	\$ -

Summary (Combined Contract)																									
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731	Hidalgo County Pct. 2 - S Tower Road - Street & Drainage Improvements	\$ 418,802.70	\$ 424,210.70	\$ 435,598.20	\$ 436,424.20	\$ 82,340.00	\$ 8,234.00	\$ 74,106.00	\$ 53,785.00	\$ 5,378.50	\$ 48,406.50	\$ 116,792.00	\$ 11,679.20	\$ 105,112.80	\$ 92,104.20	\$ 9,210.42	\$ 82,893.78	\$ 91,403.00	\$ 9,140.30	\$ 82,262.70	\$ 427,283.90	\$ 43,642.42	\$ 392,781.78	\$ -	\$ -
COMBINED TOTALS		\$ 418,802.70	\$ 424,210.70	\$ 435,598.20	\$ 436,424.20	\$ 82,340.00	\$ 8,234.00	\$ 74,106.00	\$ 53,785.00	\$ 5,378.50	\$ 48,406.50	\$ 116,792.00	\$ 11,679.20	\$ 105,112.80	\$ 92,104.20	\$ 9,210.42	\$ 82,893.78	\$ 91,403.00	\$ 9,140.30	\$ 82,262.70	\$ 436,424.20	\$ 43,642.42	\$ 392,781.78	\$ 310,519.08	\$ -

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Comm Hector "Tito" Palacios
Hidalgo County Precinct #2

FROM: R. Gutierrez Engineering Corporation
 SUBJECT: South Tower Road
 PROJECT NO.: ENG05.015B
 DATE: 7/18/2012

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS PLANS SHOP DRAWINGS CD
 CHANGE ORDER SAMPLES PAYMENT REQUEST OTHER:
 BID TABULATION CONTRACT DOCUMENTS RECORD DRAWINGS 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Final Payment Application (Precinct 2 only)
1		Final Payment Schedule of Values
1		Retainage Schedule of Values

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE APPROVED AS NOTED FOR YOUR RECORDS
 FOR APPROVAL APPROVED AS SUBMITTED FOR YOUR ACKNOWLEDGEMENT
 FOR YOUR USE RETURN FOR CORRECTIONS RESUBMIT FOR APPORVAL
 AS REQUESTED FOR FURTHER PROCESSING ON LOAN
 FOR REVIEW AND COMMENT FOR SIGNATURE OTHER

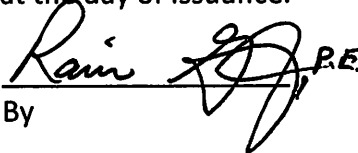
COMMENTS: _____

Copy Distribution: file Received by: *Gplanda Cisneros*

Certificate of Substantial Completion

PROJECT: HIDALGO COUNTY PCT. 2 – S. TOWER ROAD – STREET & DRAINAGE IMPROVEMENTS
PROJECT NUMBER: ENG05.015B
OWNER: HIDALGO COUNTY PRECINCT NO. 2
CONTRACTOR: ASAGO CONSTRUCTION

The Work performed under this Contract has been reviewed and found, to the Engineer’s best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

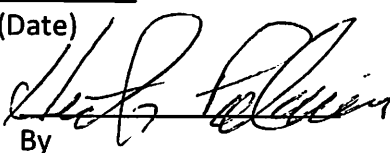
Ramiro Gutierrez P.E. By  P.E. 5/31/2012
Engineer Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by June 19, 2012.

ASAGO CONSTRUCTION By  6/20/2012
Contractor Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 11:59 p.m. on June 20, 2012.

(Date)
Hidalgo County By  6/26/2012
Owner Date



2113 Pecos St.
Mission, TX 78572
956-607-0741
956-585-7040 fx
asago@rgv.tx.com

June 1st, 2012

Mr. Ramiro Gutierrez, P.E.
R. Gutierrez Engineering
130 E. Park Ave.
Pharr, TX 78577

RE: Hidalgo Co. Pct. No. 2 – South Tower Road

**NOTICE OF
SUBSTANTIAL COMPLETION**

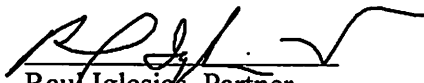
Mr. Gutierrez,

We would like to inform you that Asago Construction has achieved substantial completion on the above mentioned project in accordance with the Plans and Technical Specifications.

We will work on final cleanup, project closeout documentation, and a walk-through with the project supervisor in order to schedule a final walk-through with the owner.

If you have any questions or with you would like to further discuss this, please call me at (956) 607-0741.

Best Regards,


Raul Iglesias, Partner



APPLICATION FOR RETAINAGE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: Asago Construction (CONTRACTOR)
 Contract: 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731
 Project: Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements
 OWNER's Contract No. 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731 ENGINEER's Project No.: ENG05.015B
 For Work accomplished through the date of: June 1, 2012

1. Original Contract Price:	\$ 418,802.70
2. Net change by Change Orders and Written Agreements (+ or -):	\$ 17,621.50
3. Current Contract Price (1 plus 2):	\$ 436,424.20
4. Total completed and stored to date:	\$ 436,424.20
5. Retainage (per Agreement):	
<u>0% of completed Work:</u>	\$ -
<u>10% of stored material:</u>	\$ -
Total Retainage:	\$ -
6. Total completed and stored to date less retainage (4 minus 5):	\$ 436,424.20
7. Less previous Application for Payments:	\$ (392,781.78)
8. Balance to Finish:	\$ -
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 43,642.42

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 6/21/12

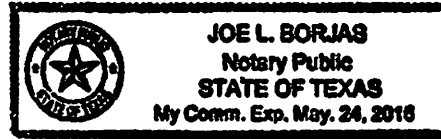
Asago Construction
CONTRACTOR

By: [Signature]

State of Texas
County of Hidalgo

Subscribed and sworn to before me this 6/21/12 day of

Joe L. Borjas
Notary Public
My Commission expires: 5/24/16



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6/22/12

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: Rain [Signature], P.E.

Schedule of Values

Contractor Name: Asago Construction
 Starting Date: January 8, 2012
 Project Ending Date: June 7, 2012
 Retainage Percent: 10%

Application: RETAINAGE
 Application Date: June 8, 2012
 Period To: June 1, 2012
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary (URBAN COUNTY)																									
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
5008/09/10/11-02-0311-5000-9200-UCP-ML	Hidalgo County Pct. 2 - S Tower Road - Street & Drainage Improvements	\$ 376,221.66	\$ 376,221.66	\$ 376,221.66	\$ 376,221.66	\$ 74,106.00		\$ 74,106.00	\$ 48,406.50		\$ 48,406.50	\$ 105,112.80	\$ -	\$ 105,112.80	\$ 82,893.78	\$ -	\$ 82,893.78	\$ 65,702.58	\$ -	\$ 65,702.58	\$ 376,221.66		\$ 376,221.66	\$ 376,221.66	\$ -
URBAN COUNTY TOTALS:		\$ 376,221.66	\$ 376,221.66	\$ 376,221.66	\$ 376,221.66	\$ 74,106.00	\$ -	\$ 74,106.00	\$ 48,406.50	\$ -	\$ 48,406.50	\$ 105,112.80	\$ -	\$ 105,112.80	\$ 82,893.78	\$ -	\$ 82,893.78	\$ 65,702.58	\$ -	\$ 65,702.58	\$ 376,221.66	\$ -	\$ 376,221.66	\$ 376,221.66	\$ -

Summary (HIDALGO COUNTY PRECINCT #2)																									
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
1-1339-431-00-122-031-0-731	Hidalgo County Pct. 2 - S Tower Road - Street & Drainage Improvements	\$ 42,581.04	\$ 47,869.04	\$ 59,378.54	\$ 60,202.54	\$ 8,234.00	\$ 8,234.00	\$ -	\$ 5,378.50	\$ 5,378.50	\$ -	\$ 11,679.20	\$ 11,679.20	\$ -	\$ 9,210.42	\$ 9,210.42	\$ -	\$ 25,700.42	\$ 9,140.30	\$ 16,560.12	\$ 60,202.54	\$ 43,642.42	\$ 16,560.12	\$ 16,560.12	\$ -
HIDALGO COUNTY PCT 2 TOTALS:		\$ 42,581.04	\$ 47,869.04	\$ 59,378.54	\$ 60,202.54	\$ 8,234.00	\$ 8,234.00	\$ -	\$ 5,378.50	\$ 5,378.50	\$ -	\$ 11,679.20	\$ 11,679.20	\$ -	\$ 9,210.42	\$ 9,210.42	\$ -	\$ 25,700.42	\$ 9,140.30	\$ 16,560.12	\$ 60,202.54	\$ 43,642.42	\$ 16,560.12	\$ 16,560.12	\$ -

Summary (Combined Contract)																									
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
5008/09/10/11-02-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731	Hidalgo County Pct. 2 - S Tower Road - Street & Drainage Improvements	\$ 418,802.70	\$ 424,210.70	\$ 435,598.20	\$ 436,424.20	\$ 82,340.00	\$ 8,234.00	\$ 74,106.00	\$ 53,785.00	\$ 5,378.50	\$ 48,406.50	\$ 116,792.00	\$ 11,679.20	\$ 105,112.80	\$ 92,104.20	\$ 9,210.42	\$ 82,893.78	\$ 91,403.00	\$ 9,140.30	\$ 82,262.70	\$ 427,283.90	\$ 43,642.42	\$ 382,781.78	\$ -	\$ -
COMBINED TOTALS		\$ 418,802.70	\$ 424,210.70	\$ 435,598.20	\$ 436,424.20	\$ 82,340.00	\$ 8,234.00	\$ 74,106.00	\$ 53,785.00	\$ 5,378.50	\$ 48,406.50	\$ 116,792.00	\$ 11,679.20	\$ 105,112.80	\$ 92,104.20	\$ 9,210.42	\$ 82,893.78	\$ 91,403.00	\$ 9,140.30	\$ 82,262.70	\$ 436,424.20	\$ 43,642.42	\$ 382,781.78	\$ 382,781.78	\$ -

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON THE 20th DAY OF June 2012, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: December 12, 2011

OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: Asago Construction OF THE CITY OF Mission STATE OF Texas.

PROJECT DESCRIPTION

CONSTRUCTION OF Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements

CONTRACT-NO.: 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731 located in or near the City/Pct. of Precinct 2.

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

None

2. That the sum of 0 dollars and 00 /100 dollars (\$ 0.00), deducted from the final payment of the Contractor.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	\$418,802.70
Present Amount of Contract	\$436,424.20
Total Amount of earned to date	\$436,424.20
Less: previous payments	\$310,519.08
Balance	\$125,905.12
Authorized deductions	\$ 0.00
AMOUNT OF FINAL PAYMENT	\$125,905.12

6. That the final payment in the amount of \$ One hundred twenty-five thousand nine hundred five dollars and twelve cents (\$125,905.12) is now due and payable.

Rain G. P.E.
Engineer's Signature

CONCURRED BY:

Asago LLC dba Asago Construction
CONTRACTOR'S NAME

BY: [Signature]
TITLE: Partner

CONCURRED BY:

[Signature] 6/26/2012
Hidalgo County

Hidalgo County Precinct No.2
S. Tower Road - Street & Drainage Improvements

	<u>Original Contract</u>	<u>Urban County*</u>	<u>Precinct 2**</u>
Original Contract Amount	\$ 418,802.70	\$ 376,221.66	\$ 42,581.04
Change Order #1	5,408.00	-	5,408.00
Change Order #2	11,387.50	-	11,387.50
Change Order #3	826.00	-	826.00
Total Contract Amount	<u>\$ 436,424.20</u>	<u>\$ 376,221.66</u>	<u>\$ 60,202.54</u>
	Payment #1	74,106.00	
	Payment #2	48,406.50	
	Payment #3	105,112.80	
	Payment #4	82,893.78	
	Payment #5	65,702.58	16,560.12
	Retainage (10%)		43,642.42
		<u>\$ 376,221.66</u>	<u>\$ 60,202.54</u>

*Urban County agreed to pay up to \$376,221.66

**Precinct 2 agreed to pay remainder plus any change orders

AI-33418

Precinct #3 17. A.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Penitas, Texas.

BACKGROUND

Improvements to Tom Gill/Liberty Road Corridor from US 83 in Penitas to FM 2221.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-123-145-0-731

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

BUDGETARY IMPACT:

Available funds pending approval of transfer. Refer to AI - 33414 (7/31/12 CC).

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 12:52 PM
Perla Lopez	Perla Lopez	07/27/2012 10:56 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Norma Ceballos		Started On: 07/25/2012 12:33 PM
	Final Approval Date: 07/27/2012	

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PEÑITAS, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO TOM GILL/LIBERTY ROAD CORRIDOR FROM US 83 IN PEÑITAS TO FM 2221

THIS agreement is made on this the 31st day of JULY, 2012 by and between the CITY OF PEÑITAS, TEXAS, hereinafter referred to as "CITY" and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act as follows:

WITNESSETH:

WHEREAS; the CITY is a municipality located in Hidalgo County, Texas;

WHEREAS; the COUNTY is a county in the State of Texas;

WHEREAS, Tom Gill and/or Liberty Road corridor from US 83 to 3 Mile Road, within the city limits and ETJ of the CITY, is in need of expansion to a four lane roadway facility;

WHEREAS, Tom Gill Road from 3 Mile Road to FM 2221, within the jurisdiction of the COUNTY, is also in need of improvements;

WHEREAS, the COUNTY is currently coordinating efforts with the Hidalgo County Metropolitan Planning Organization (MPO) to secure funding for the planning and construction funds needed for this corridor;

WHEREAS, the COUNTY and the CITY desire to cooperate toward the completion of the project development activities of this corridor within the city limits and ETJ of the CITY;

WHEREAS, the COUNTY and CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, the CITY agrees to support the proposition that the COUNTY be the fiduciary agent for all the Preliminary Engineering associated with the Public Involvement, Environmental Assessment, Schematic, Hydrology & Hydraulic Studies, and TxDOT coordination at 100% cost to the COUNTY within the city limits and ETJ of the CITY subject to close coordination with the CITY's Engineers;

WHEREAS, upon completion of the approved schematics by the COUNTY, the CITY will complete the surveys, Right Of Way (ROW) Map, and Plans, Specifications, & Estimates (PS&E) for the portions of Tom Gill Road and/or Liberty Road within the city limits and ETJ of the CITY;

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

1. The COUNTY agrees to undertake the Preliminary Engineering duties, including but not limited to, Public Involvement, Environmental Assessment, Schematic, Hydrology & Hydraulic Studies, and TxDOT coordination within the city limits and ETJ of the CITY.
2. Upon completion of the approved schematics by the COUNTY, the CITY will complete the surveys, Right Of Way (ROW) Map, and Plans, Specifications, & Estimates (PS&E) for the portions of Tom Gill Road and/or Liberty Road within the city limits and ETJ of the CITY.
3. The Road at various points, passes through the jurisdiction of the CITY and COUNTY and forms a connecting link or integral part of the COUNTY road system.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.
5. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

8. This Agreement may be terminated by either party without cause on thirty (30) days notice to the other party.

9. **TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

10. **Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be(i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:**

**If to City: City of Peñitas
Attention: Marcos Ochoa, Mayor
1 Mile South FM 1427
Peñitas, Texas 78576**

**If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758**

**With copy to: Joe Flores, Commissioner, Precinct No. 3
724 N. Breyfogle
Mission, Texas 78574**

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

12. **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.

13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

14. **Assignment:** This Agreement shall not be assignable.

15. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
17. **Authority to Execute.** The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into the 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.
19. **Commitment or Current Revenues Only.** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

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

CITY OF PEÑITAS

By: _____
Hon. Marcos Ochoa, Mayor

ATTEST:

City Secretary


COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: 

Stephen L. Crain

AI-33389

Budget and Management 18. A.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Comm. J. Palacios

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

Approval to execute Deed Settlement Statement and all other closing documents for the sale of 2 tracts of real property out of the Texas-Mexican Railway Company's Survey to Hidalgo County Drainage District No. 1.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/24/2012 03:30 PM
Manuel Chapa	Manuel Chapa	07/27/2012 04:42 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Angela Garcia		Started On: 07/24/2012 02:37 PM
	Final Approval Date: 07/27/2012	

AI-33445
CC REGULAR

Budget and Management 18. B.

Meeting Date: 07/31/2012

Department Head: Sergio Cruz

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consideration and approval of Imposition of Optional Fees for Calendar Year 2013 (option A: retain the same fees as 2012) in accordance with Transportation Code Section 502.401, Section 502.402 and Section 502.403.

BACKGROUND

County Road and Bridge Fee (Section 502.401): \$10.00
Transportation Project (Mobility) Fee (Section 502.402): \$10.00

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

No fiscal Impact.

Attachments

imposition form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/26/2012 09:54 AM
Perla Lopez	Perla Lopez	07/27/2012 01:49 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Angela Garcia		Started On: 07/26/2012 09:44 AM
	Final Approval Date: 07/27/2012	



Imposition of Optional Fees Calendar Year 2013

INSTRUCTIONS: As soon as possible, but no later than August 15, 2012, please complete and return this form via e-mail to DMV_OptionalCountyFeeUpdates@TxDMV.gov, or fax to (512) 467-5909. If you complete **Option B below**, attach a scanned copy of the required commissioners court order.

All county commissioners courts are statutorily required to notify the department each year regarding the collection of optional fees (Texas Transportation Code, Sections 502.401, 502.402, and 502.403).

Your County Name: HIDALGO COUNTY
(include the name of your county on the line above)

If you are **not changing** your optional fees, please check the box next to **OPTION A** below and return this form by e-mail to DMV_OptionalCountyFeeUpdates@TxDMV.gov, or fax to (512) 467-5909.

OPTION A - RETAIN THE SAME FEE AS 2012

NOTE: A copy of the commissioners court order is **NOT** required for this option.

OR... County Road and Bridge Fee (Section 502.401): \$10.00
Transportation Project (Mobility) Fee (Section 502.402): \$10.00

If you are **changing** your optional fees, please check the box next to **OPTION B** below and complete items 1 through 5 with the commissioners court approved changes for 2013.

OPTION B - REVISE THE FEES FOR 2013 (Complete the applicable items below)

NOTE: A copy of the commissioners court order MUST be submitted to the TxDMV for optional fee changes. Please scan and submit the document electronically, or fax to (512) 467-5909.

The commissioners court has approved the following optional fee changes for calendar year 2013 (January 1 through December 31, 2013):

1. Impose a new County Road and Bridge Fee of \$_____ (not to exceed \$10.00)
2. Impose a new Child Safety Fund Fee of \$_____ (not to exceed \$1.50)
3. Discontinue the County Road and Bridge Fee of \$_____
4. Discontinue the Child Safety Fund Fee of \$_____
5. Impose TOTAL 2013 fees of \$_____

Information entered should be saved prior to emailing or faxing.

Thank you.

AI-33440

Budget and Management 18. C.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Sergio Cruz

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation and discussion on the Monthly Budget Report for the month of June 2012.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/26/2012 08:06 AM
Ivan Cantu	Ivan Cantu	07/27/2012 08:55 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Erika Zamora		Started On: 07/25/2012 04:46 PM
	Final Approval Date: 07/27/2012	

AI-33411

Budget and Management 18. D. 1.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Sergio Cruz Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Courthouse Security (1241):

Approval of 2012 appropriation of funds into Courthouse Security Fund (1241) in the amount of \$10,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1241-421-23-115-044-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$10,000.00 from Courthouse Security Fund Balance.

Funds available in Fund Balance as of 7/25/12.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 11:13 AM
Sylvia Solis	Sylvia Solis	07/27/2012 04:01 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Erika Zamora		Started On: 07/25/2012 10:19 AM
	Final Approval Date: 07/27/2012	

DATE: July 31, 2012

2012 Appropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Courthouse Security Fund

ACCOUNT NUMBER: 2-1241-421-23-115-044-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 ext. 5416

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).

Table with 3 columns: INCREASE ACCOUNT NUMBER(S), ACCOUNT (OBJECT) NAME, and AMOUNT. It lists three budget amendment items with their respective amounts and a total budget increase of 10,000.00.

REASON: Appropriation of funds from Fund Balance to replace funding transferred out of police supplies (611) and reg f/t employees into Other equipment (748), Other R&M Srv (439), and Equip & Veh R&M Srv for the purchase, installation, & training of a metal detector for the Sheriff's Office and repair of the old metal detector.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-33290

Budget and Management 18. D. 2.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Pct #4 - Drainage
Impr. Proj.

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #4 Drainage Improvement Project (1200):

a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

b. Approval of 2012 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of \$95,568.26 (Labor Reimbursements - March & April 2012).

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:

Approval of 2012 appropriation of funds in the amount of \$95,568.26 into Pct #4 Drainage Improvement Project (Labor Reimbursements - March & April 2012)

Revenue account# 2-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues

Attachments

Appropriation

cert of revenues

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	07/18/2012 11:40 AM
Budget & Management	Merlen P. Munoz	07/18/2012 11:46 AM
Perla Lopez	Perla Lopez	07/26/2012 09:06 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Manuel Chapa		Started On: 07/17/2012

Final Approval Date: 07/27/2012

DATE: July 17, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: 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

2012 Appropriation AI# 33290



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	69,024.76
2-1200-431-00-124-036-0-211	Pct 4 Drain Imprv Prj Health Insurance	8,505.00
2-1200-431-00-124-036-0-212	Pct 4 Drain Imprv Prj Life Insurance	-
2-1200-431-00-124-036-0-220	Pct 4 Drain Imprv Prj FICA	7,527.55
2-1200-431-00-124-036-0-230	Pct 4 Drain Imprv Prj Retirement	10,006.40
2-1200-431-00-124-036-0-250	Pct 4 Drain Imprv Prj Unemployment Comp	504.55
2-1200-360-00-124-002-0-000	R&B Pct 4 - Misc Drain Reimb - Revenues	95,568.26
TOTAL BUDGET INCREASE (DECREASE)		\$ -

REASON: Appropriation of funds for Pct 4 Drainage Improvement Project - Labor Reimbursements March and April 2012 (PP# 5-8)

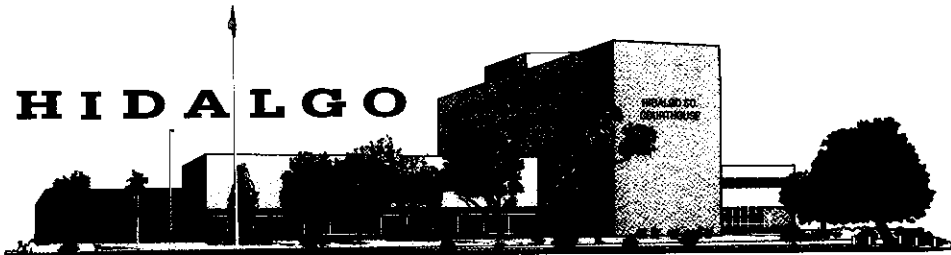
DEPARTMENT HEAD SIGNATURE

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

July 25, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

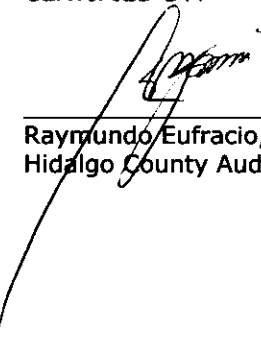
Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the Drainage Improvement labor reimbursements for Pct. 4 in amount of \$95,568.26. 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 Eufrazio, CPA
Hidalgo County Auditor

7/27/12
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 82ND D.C.

RODOLFO DELGADO
JUDGE, 13TH D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 208TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

NIDA SALINAS FLORES
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 448TH D.C.

AI-33259

Budget and Management 18. D. 3.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 (1200):

a. Approval of Certification of Revenues as certified by the County Auditor for City of Edinburg Seminary Rd re-construction project Revenues.

b. Approval of 2012 appropriation of funds into Precinct #4 (program 070) in the total amount of \$50,000.00 (Reimbursement from City of Edinburg for Seminary Road re-construction Project).

BACKGROUND

Attachments

Interlocal

Minutes AI-31132

Check 38904

Receipt 157431

Certification of Revenues

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 04:07 PM
Manuel Chapa	Manuel Chapa	07/27/2012 04:42 PM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Jr. Munoz		Started On: 07/13/2012 04:05 PM
	Final Approval Date: 07/27/2012	

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §
 §
 §
 §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF EDINBURG
AND COUNTY OF HIDALGO, TEXAS
(PRECINCT#4)
FOR SEMINARY ROAD RECONSTRUCTION

This Agreement is made on this the 21st day of February, 2012 by and between CITY OF EDINBURG, TEXAS, hereinafter referred to as "CITY", and COUNTY OF HIDALGO, TEXAS BY AND THROUGH HIDALGO COUNTY PRECINCT #4, hereinafter referred to as "COUNTY", and pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, CITY is a municipality located in Hidalgo County, Texas;

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

WHEREAS, CITY AND COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't. Code 791.001 et.seq., which authorizes units of local government to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, COUNTY is engaging in a Project more particularly described as the re-construction of Seminary Road, of which approximately Two Thousand Four Hundred and Five (2,405) Feet of said road is within the City Limits of the City of Edinburg (the "Project"); and

WHEREAS, to better serve the health and safety of the residents that utilize Seminary Road and the surrounding areas, it is in the best interest of both COUNTY and CITY to mutually provide for the re-construction of the Project; and

WHEREAS, the CITY has agreed to assist COUNTY by providing funding for the re-construction for a portion of the Project within City Limits; and

WHEREAS, the labor, equipment and materials for the Project as outlined below is to be provided through COUNTY; and

WHEREAS, the COUNTY will serve as the lead agency for the Project; and

WHEREAS, the CITY will provide the Engineering plans, specifications and construction management for the Project at its sole cost; and

NOW, THEREFORE, the COUNTY and CITY, in consideration of the mutual covenants hereinafter, agree as follows:

1. COUNTY agrees to provide materials, labor, equipment and fuel for the re-construction of certain portions of the Project as outlined below:
 - a. Re-Construct the portion of Seminary Road within the City of Edinburg City Limits (2,405 Feet by 22 Feet wide) as indicated on the Plans and Specifications.
 - b. Provide Materials, Equipment, and Labor for the Project.
 - c. Prepare Sub-grade and Base Preparation for approximately 2,405 feet of Seminary all within City Limits.
 - d. Overlay 2 inches with Asphalt for approximately 2,405 feet of Seminary Road all within City Limits.
3. COUNTY will serve as the lead agency for the Project and shall execute all contracts necessary to complete the Project.
4. COUNTY shall provide CITY with manpower at the current hourly rates for individuals required to complete the Project as shown in the attached Exhibit "A" which is incorporated herein for all purposes.
5. COUNTY shall provide materials and equipment for completion of the Project at the rates and cost as shown in the attached Exhibit "A".
6. Prior to CITY utilizing COUNTY manpower, equipment and materials, CITY shall request and will receive the current hourly rates of COUNTY individuals required to complete the Project, the current hourly rates for equipment and costs for materials. Hourly rates shall include all benefits and other costs associated with the employment of each personnel, equipment and materials. COUNTY shall be solely responsible for determining the current rate of its personnel. Any request for use by CITY of COUNTY individuals shall be subject to the approval by the Commissioner of Precinct #4 determining that the COUNTY individuals, equipment and materials so requested by the CITY are not required for other projects of Precinct #4 at the time requested by CITY.
7. COUNTY will provide to CITY invoices with supporting documentation, including but not limited to receipts and invoices for all labor, equipment and materials used or purchased by COUNTY for the Project in accordance with the Paragraph 8 below.
8. CITY agrees to pay COUNTY for the entire cost of materials, equipment and personnel used by COUNTY for the portion of the Project within City Limits. Prior to COUNTY commencing the Project, CITY shall escrow the amount of the COUNTY'S estimate for the Project with the Hidalgo County Treasurer (the "Escrow"). Should CITY deposit such Escrow with the County Treasurer, CITY agrees COUNTY may draw from the Escrow the costs of

materials, equipment and personnel for such Project within seven (7) business days of receipt by CITY of an invoice and supporting documentation from COUNTY, the entire cost of COUNTY materials, equipment and personnel used for the portion of the Project within City Limits. Any costs incurred by COUNTY exceeding the estimate attached as Exhibit "A" must first be presented to the CITY for its consideration and approval. In the event the actual cost of the project is finally determined to be less than the amount of the Escrow, COUNTY agrees to remit such difference to CITY.

9. Upon a change in price for manpower for COUNTY personnel, equipment or materials, the COUNTY shall notify CITY within ten (10) working days during the term of the Project and before beginning any new work on the Project.
10. COUNTY and CITY shall coordinate work schedules in order to provide for minimal disruption to the construction of the Project and will use their best efforts to complete the COUNTY Project within 180 (days) of the date of this Agreement.
11. Upon final completion of the Project work described herein, the CITY agrees to repair and maintain only those improvements located within the jurisdiction of the CITY.
12. Upon final completion of the Project work described herein, the parties agree that COUNTY will be released of any and all duties imposed by this Agreement.
13. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work under this Agreement performed by each party.
14. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.
15. **No Waiver:** No waiver by any party hereto of any breach of any provisions of the Agreement 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 Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement

may be modified or amended only by agreement, in writing, executed by the CITY and COUNTY, and not otherwise.

17. TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

18. Indemnification: To the extent allowed under the Constitution and laws of the State of Texas, COUNTY agrees to indemnify and hold harmless and defend CITY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

To the extent allowed under the Constitution and laws of the State of Texas, CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

19. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to CITY: City of Edinburg
 Attention: Richard Garcia, Mayor
 415 W. University Drive
 Edinburg, Texas 78540

With copy to: City of Edinburg
 Attention: Shawn Snider, Acting City Manager
 415 W. University Drive
 Edinburg, Texas 78540

If to COUNTY: Hidalgo County
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct Number 4
Attention: Joseph Palacios
1102 N. Doolittle
Edinburg, Texas 78539

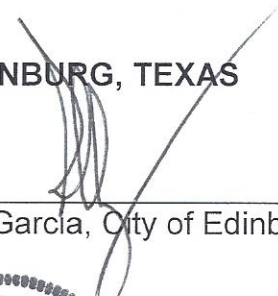
Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee of, if mailed, at such time as it is deposited in the United States mail.

20. **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.
21. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
22. **Assignment.** This Agreement shall not be assignable
23. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
24. **Authority to Execute.** The execution and performance of the Agreement by CITY and COUNTY have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of CITY and COUNTY in accordance with its terms.
25. **Government Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.
26. **Commitment of Current Revenues Only.** In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

27. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

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

CITY OF EDINBURG, TEXAS

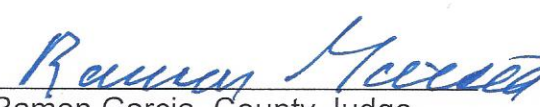
BY: 
Richard Garcia, City of Edinburg - Mayor

ATTEST:

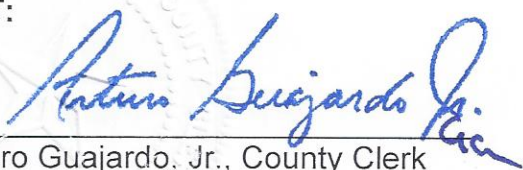
BY: 
City Secretary



HIDALGO COUNTY

BY: 
Ramon Garcia, County Judge

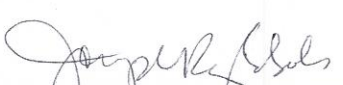
ATTEST:

By: 
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 

APPROVED AS TO FORM:

Hidalgo County District Attorney

By: 
Josephine Ramirez Solis
Assistant District Attorney, County Affairs

By: Gonzalez Palacios LLP
Attorneys at Law

Ronald E. Castillo (signature)

City Attorney

Approved by Edinburg City Council

On: 2/21/12

EXHIBIT "A"

**Current Hourly Rates for Precinct #4 Personnel; rates for Materials and Equipment;
and Estimated Project Cost**

EQUIPMENT		
EQUIPMENT	RATE PER HOUR	TOTAL COST
PAVER	\$130.00	\$4,550.00
RECYCLER	\$85.00	\$1,360.00
MOTOR GRADER	\$80.00	\$3,200.00
PNUEMATIC ROLLER	\$33.00	\$1,320.00
DOUBLE DRUM STEEL ROLLER	\$28.00	\$1,120.00
DUMP TRUCKS	\$75.00	\$3,000.00
WATER TRUCK	\$38.00	\$1,536.00
	TOTAL COST	\$16,086.00

MATERIALS		
MATERIALS	COST OF MATERIAL	TOTAL COST
ASPHALT	\$47.23 A TON	\$24,228.40
SS-2 OIL	\$3.00 A GALLON	\$1,800.00
EN-1 STABILIZER	\$80.00 A GALLON	\$2,400.00
	TOTAL COST	\$28,428.40

MAN HOURS		
EQUIPMENT	RATE PER HOUR	TOTAL COST
MOTOR GRADER	\$25.76	\$1,442.56
RECYCLER	\$25.76	\$824.32
PAVER	\$25.76	\$618.24
PNUEMATIC ROLLER	\$13.09	\$733.04
DOUBLE DRUM STEEL ROLLER	\$13.09	\$733.04
DUMP TRUCKS	\$14.18	\$340.32
WATER TRUCK	\$14.18	\$794.08
	TOTAL COST	\$5,485.60

TOTAL ESTIMATED CONSTRUCTION COST:	\$50,000.00
---	--------------------

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project desires County to engage in a project for the reconstruction of Seminary Road to include approximately two thousand four hundred and five feet (2,405) within the Edinburg City Limits and in Hidalgo County, Texas (the "Project"); through the Interlocal Cooperation Agreement to be entered into with the City of Edinburg, Texas, and Hidalgo County.

By vote on _____ 2012, the Hidalgo County Commissioners Court has approved the Project identified above.



Ramon Garcia, County Judge

ATTEST:

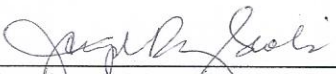


Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 2/21/12

APPROVE AS TO FORM:

Hidalgo County District Attorney



By: Josephine Ramirez Solis
Assistant District Attorney, County Affairs

16. Right of Way - Joe Pena: (Exhibit V)

(Audio Tape # 1, Tracking # 3509)

A. AI-31048 Consideration and approval to purchase a certain tract of land also known as Parcel 14-San Carlos Drainage Improvements- Trenton Drain Project.

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

B. AI-31135 Approval to accept the dedication of Sugarland Road through roadway affidavits to be included in the County Wide Roadway System.

On motion of Commissioner Quintanilla, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

Commissioner Hector Palacios joined the meeting.

17. Colonia Access Program: Agapito Vargas: (Exhibit W)

(Audio Tape # 1, Tracking # 3583)

A. AI-30915 Discussion, consideration, and action authorizing Border Colonias Program Director to transfer unspent funds from completed BCAP projects to underfunded projects.

On motion of Commissioner Quintanilla, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

18. Precinct #4 - Comm. J. Palacios: (Exhibit X)

(Audio Tape # 2, Tracking # 01)

A. AI-30914 Pct. #4 Road Maintenance (1200):

Approval of 2012 appropriation of funds into Precinct #4 Road Maintenance (program 007) in the total amount of \$148,000.00.

On motion of Commissioner Quintanilla, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. AI-31132 Approval of Interlocal Cooperation Agreement between City of Edinburg and County of Hidalgo (Pct.4) for Seminary Road re-construction project

Ms. Josie Ramirez informed the Court and the auditor that the contract had been reviewed and revisions had been made to the Interlocal.

On motion of Commissioner Quintanilla, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

Marcos Lopez later clarified that that the action taken would be for two agreements, the master agreement and the project specific agreement.

AI-31132

CC REGULAR

18. B.

Meeting Date: 02/21/2012

Department Head: Gloria Beltran

Department: EXECUTIVE OFFICE

CAPTION

Information

Approval of Interlocal Cooperation Agreement between City of Edinburg and County of Hidalgo (Pct.4) for Seminary Road re-construction project

BACKGROUND

Fiscal Impact

FISCAL YEAR:

FUNDS AVAILABLE Y/N?:

ACCT. #:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

CITY agrees to pay COUNTY for the entire cost of materials, equipment and personnel used by COUNTY for the portion of the Project within City Limits.

Upon final completion of the Project work described herein, the CITY agrees to repair and maintain only those improvements located within the jurisdiction of the CITY.

COUNTY agrees to provide materials, labor, equipment and fuel for the re-construction of certain portions of the Project as outlined below:

- a. Re-Construct the portion of Seminary Road within the City of Edinburg City Limits (2,405 Feet by 22 Feet wide) as indicated on the Plans and Specifications.
- b. Provide Materials, Equipment, and Labor for the Project.
- c. Prepare Sub-grade and Base Preparation for approximately 2,405 feet of Seminary all within City Limits.
- d. Overlay 2 inches with Asphalt for approximately 2,405 feet of Seminary Road all within City Limits.

ICA

Attachments

Form Review

Inbox
 Budget & Management
 Manuel Chapa
 Purchasing Department

Form Started By: Monica Badillo

Reviewed By
 Merlen P. Munoz
 Manuel Chapa
 Angela Garcia

Final Approval Date: 02/17/2012

Date
 02/17/2012 01:03 PM
 02/17/2012 01:51 PM
 02/17/2012 03:50 PM
 Started On: 02/17/2012 12:28 PM

VENDOR NO. 10001

CHECK DATE 07/13/2012 CK. NO. 38904

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
RE-PAVING SEMINAR	07/12/12		50000.00	0.00	50000.00
HIDALGO COUNTY PRECINCT #4			50000.00	0.00	50000.00

HIDALGO COUNTY PCT.#4
 RECEIVED BY
 JUL 13 2012
 EDINBURG, TEXAS 78542

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER

THE CITY OF EDINBURG

FINANCE DEPARTMENT
P.O. BOX 1079
EDINBURG, TEXAS 78540

First National Bank
Edinburg, Texas

CHECK DATE	CHECK NO.
07/13/2012	38904

AMOUNT
*****50,000.00

PAY FIFTY THOUSAND DOLLARS AND 00 CENTS

TO THE ORDER OF

HIDALGO COUNTY PRECINCT #4
1051 N DOOLITTLE RD
EDINBURG, TX 78542



Ronnie Green City Manager
AUTHORIZED SIGNATURE

Aracelio Alvarez Director of Finance
AUTHORIZED SIGNATURE

RUB RED IMAGE. - DISAPPEARS WITH HEAT.



SECURITY FEATURES INCLUDED, DETAILS ON BACK.



SEE BACK FOR ARTIFICIAL WATERMARK

⑈038904⑈ ⑆114921415⑆ ⑈013 201 2⑈



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

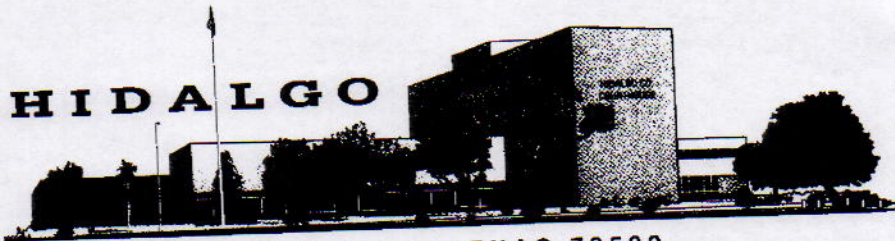
Receipt No: 157431

Received From: THE CITY OF EDINBURG PCT. 4 07/18/12 Date 07/18/12
1 38904 RE-PAVING SEMINAR 2-1200-223-00-124-070-0-000 50,000.00

Total: 50,000.00

Check Total 50,000.00
Cash Total .00
Credit Total .00
Other Total .00

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

July 25, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue


Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the Pct. 4 City of Edinburg Seminary Rd. re-construction project revenues in the amount of \$50,000.00. 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 Eufrazio, CPA
Hidalgo County Auditor

7/27/12
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 50th D.C.

RODOLFO DELGADO
JUDGE, 10th D.C.

J. R. "BOBBY" FLORES
JUDGE, 13th D.C.

ROSE GUERRA REYNA
JUDGE, 20th D.C.

AJAN R. PARTIDA
JUDGE, 27th D.C.

BARO E. RAMIREZ, JR.
JUDGE, 33rd D.C.

NOE GONZALEZ
JUDGE, 37th D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 38th D.C.

AIDA SALINAS FLORES
JUDGE, 39th D.C.

ISRAEL RAMON, JR.
JUDGE, 43rd D.C.

JESSE CONTRERAS
JUDGE, 44th D.C.

DATE: July 18, 1012

DEPARTMENT HEAD: Joseph Palacios, Commissioner Pct. 4

DEPARTMENT NAME: Pct# 4 - Rd Maintenance

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-XXX

Contact Person: Rumaldo Munoz Jr Ph#: (956) 383-3112 Ext. 4002

2012 Appropriation

AI# 33259



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
2-1200-431-00-124-070-0-841	Pct 4 .: Re-Paving Seminary Rd - Aide to Govt Agencies	50,000.00
2-1200-337-00-124-081-0-000	Pct 4: Re-Paving Seminary Rd. Revenues	50,000.00
TOTAL BUDGET INCREASE (DECREASE)		

REASON: To appropriate funding to cover the re-paving of Seminary Rd with-in City of Edinburg Limits

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-33284

Purchasing Department 19. A. 4.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to accept rebate checks from Comdata Product Services (Fuel Purchases) for the 2nd quarter of 2012 in the amount of \$ 857.33

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-360-00-000-000-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Rebate revenue.

Attachments

Rebate Checks

receipt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2012 10:38 AM
Budget & Management	Merlen P. Munoz	07/23/2012 08:54 AM
Erika Zamora	Erika Zamora	07/26/2012 04:46 PM
Auditor's Office	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Nielda Cavazos		Started On: 07/17/2012 01:39 PM
	Final Approval Date: 07/27/2012	

XY629

HIDALGO COUNTY DISTRICT ATTORN

CHECK NBR 1588271 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		13.94	0.00	13.94
CREDIT MAR12	TX 2ND QTR 2012	07/10/12		21.41	0.00	21.41
				TOTAL	0.00	35.35

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.



A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1588271



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT

\$ *****35.35
DOLLARS

PAY DATE 07/12/12 1588271

THIRTY-FIVE AND 35/100

TO THE ORDER OF HIDALGO COUNTY DISTRICT ATTORN
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001588271⑈ ⑆091215927⑆ 152100004224⑈

XY691

HIDALGO COUNTY CONSTABLE PCT 3

CHECK NBR 1588300 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		113.63	0.00	113.63
				TOTAL	113.63	0.00
						113.63

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.



A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1588300



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3655
75-1692/912

AMOUNT

\$	*****113.63
	DOLLARS

PAY DATE 07/12/12 1588300

ONE HUNDRED THIRTEEN AND 63/100

TO THE ORDER OF HIDALGO COUNTY CONSTABLE PCT 3
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈000 1588300⑈ ⑆091215927⑆ 152100004224⑈

XY857

HIDALGO DBM SAFETY DIV.

CHECK NBR 1588358 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		22.77	0.00	22.77
CREDIT SEP11	TX 2ND QTR 2012	07/10/12		17.23	0.00	17.23
TOTAL				40.00	0.00	40.00

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.



A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1588358



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT

\$	*****40.00
	DOLLARS

PAY DATE 07/12/12 1588358

FORTY AND 00/100-----

TO THE ORDER OF HIDALGO DBM SAFETY DIV.
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈000 1588358⑈ ⑆091215927⑆ 152100004224⑈

XY858

HIDALGO EMERGENCY FIRE DIV.

CHECK NBR 1588359 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		35.34	0.00	35.34
				TOTAL	35.34	0.00
						35.34

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COMDATA
 A Ceridian Company
 5301 Maryland Way
 Brentwood, TN 37027

No. 1588359

usbank.
 East Grand Forks, Minnesota 56721
 24-Hour Banking 1-800-673-3555
 75-1592/912

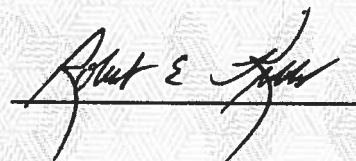
AMOUNT

\$ *****35.34
DOLLARS

PAY DATE 07/12/12 1588359

THIRTY-FIVE AND 34/100-----

TO THE ORDER OF
 HIDALGO EMERGENCY FIRE DIV.
 HIDALGO COUNTY
 2812 SOUTH BUSINESS HWY 281
 EDINBURG TX 78539



⑈0001588359⑈ ⑆091215927⑆ 152100004224⑈

XY862

HIDALGO EMERGENCY SERVICES

CHECK NBR 1588360 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		11.30	0.00	11.30
CREDIT MAR12	TX 2ND QTR 2012	07/10/12		15.23	0.00	15.23
TOTAL				26.53	0.00	26.53

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COMDATA
 A Ceridian Company
 5301 Maryland Way
 Brentwood, TN 37027

No. 1588360

usbank
 East Grand Forks, Minnesota 56721
 24-Hour Banking 1-800-873-3555
 75-1592/912

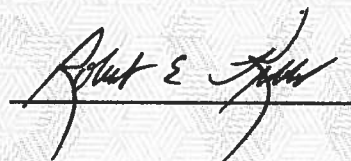
AMOUNT

\$ *****26.53
DOLLARS

PAY DATE 07/12/12 1588360

TWENTY-SIX AND 53/100-----

TO THE ORDER OF
 HIDALGO EMERGENCY SERVICES
 HIDALGO COUNTY
 2812 SOUTH BUSINESS HWY 281
 EDINBURG TX 78539



⑈0001588360⑈ ⑆091215927⑆ 152100004224⑈

XY864

HIDALGO JUVENILE BOOT CAMP

CHECK NBR 1588361 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		12.78	0.00	12.78
CREDIT MAR12	TX 2ND QTR 2012	07/10/12		16.29	0.00	16.29
				TOTAL	29.07	29.07

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A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1588361



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT

\$ *****29.07
DOLLARS

PAY DATE 07/12/12 1588361

TWENTY-NINE AND 07/100-----

TO THE ORDER OF HIDALGO JUVENILE BOOT CAMP
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈000 158836 1⑈ ⑆091215927⑆ 152100004224⑈

XY866

HIDALGO ADULT BOOT CAMP

CHECK NBR 1588362 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		36.34	0.00	36.34
				TOTAL	36.34	0.00
						36.34

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COMDATA
 A Ceridian Company
 5301 Maryland Way
 Brentwood, TN 37027

No. 1588362

usbank
 East Grand Forks, Minnesota 56721
 24-Hour Banking 1-800-673-3555
 76-1592/912

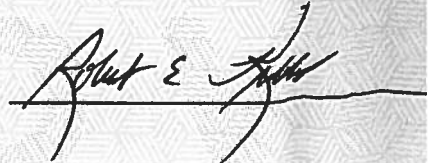
AMOUNT

\$ *****36.34
DOLLARS

PAY DATE 07/12/12 1588362

THIRTY-SIX AND 34/100-----

TO THE ORDER OF HIDALGO ADULT BOOT CAMP
 HIDALGO COUNTY
 2812 SOUTH BUSINESS HWY 281
 EDINBURG TX 78539



⑈0001588362⑈ ⑆091215927⑆ 152100004224⑈

XY868

HIDALGO PLANNING DEPT

CHECK NBR 1588363 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		25.44	0.00	25.44
TOTAL				25.44	0.00	25.44

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COMDATA
 A Ceridian Company
 5301 Maryland Way
 Brentwood, TN 37027

No. 1588363

usbank
 East Grand Forks, Minnesota 56721
 24-Hour Banking 1-800-673-3555
 75-1592/912

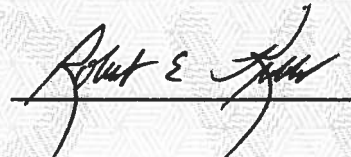
AMOUNT

\$ *****25.44
DOLLARS

PAY DATE 07/12/12 1588363

TWENTY-FIVE AND 44/100-----

TO HIDALGO PLANNING DEPT
 THE HIDALGO COUNTY
 ORDER 2812 SOUTH BUSINESS HWY 281
 OF EDINBURG TX 78539



⑈0001588363⑈ ⑆091215927⑆ 152100004224⑈

XY869

HIDALGO HEALTH AND HUMAN SERVI

CHECK NBR 1588364 DATE

07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		92.85	0.00	92.85
				TOTAL	92.85	0.00
						92.85

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A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1588364

AMOUNT

\$ *****92.85
DOLLARS

PAY DATE 07/12/12 1588364

NINETY-TWO AND 85/100

TO HIDALGO HEALTH AND HUMAN SERVI
THE HIDALGO COUNTY
ORDER OF 2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001588364⑈ ⑆091215927⑆ 152100004224⑈

XY873

HIDALGO WIC

CHECK NBR 1588365 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		20.93	0.00	20.93
CREDIT SEP11	TX 2ND QTR 2012	07/10/12		15.02	0.00	15.02
				TOTAL	35.95	0.00
						35.95

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A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1588365



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT

\$ *****35.95
DOLLARS

PAY DATE 07/12/12 1588365

THIRTY-FIVE AND 95/100-----

TO HIDALGO WIC
THE HIDALGO COUNTY
ORDER 2812 SOUTH BUSINESS HWY 281
OF EDINBURG TX 78539

⑈000 1588365⑈ ⑆091215927⑆ 152100004224⑈

XY875

HIDALGO CONSTIBLE PRECINCT 2

CHECK NBR 1588366 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		38.43	0.00	38.43
				TOTAL	38.43	0.00
						38.43

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A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1588366



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-873-3555
75-1592/912

AMOUNT

\$ DOLLARS

PAY

DATE 07/12/12

1588366

THIRTY-EIGHT AND 43/100

TO THE ORDER OF

HIDALGO CONSTIBLE PRECINCT 2
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78589

⑈000 1588366⑈ ⑆091215927⑆ 152100004224⑈

XY876

HIDALGO CTY CSCD

CHECK NBR 1588367 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		12.12	0.00	12.12
CREDIT MAR12	TX 2ND QTR 2012	07/10/12		13.26	0.00	13.26
TOTAL				25.38	0.00	25.38

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.



A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-873-3555
76-1592/912

No. 1588367

AMOUNT

\$ *****25.38
DOLLARS

PAY DATE 07/12/12 1588367

TWENTY-FIVE AND 38/100

TO THE ORDER OF HIDALGO CTY CSCD
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001588367⑈ ⑆091215927⑆ 152100004224⑈

XY884

HIDALGO PRECINCT #4

CHECK NBR 1588369 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		74.78	0.00	74.78
TOTAL				74.78	0.00	74.78

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
 A Ceridian Company
 5301 Maryland Way
 Brentwood, TN 37027

usbank.
 East Grand Forks, Minnesota 56721
 24-Hour Banking 1-800-673-3555
 75-1592/912

No. 1588369

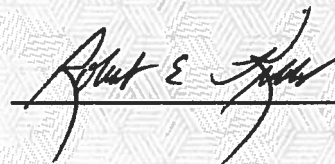
AMOUNT

\$ *****74.78
 DOLLARS

PAY DATE 07/12/12 1588369

SEVENTY-FOUR AND 78/100

TO THE ORDER OF
 HIDALGO PRECINCT #4
 HIDALGO COUNTY
 2812 SOUTH BUSINESS HWY 281
 EDINBURG TX 78539



⑈0001588369⑈ ⑆091215927⑆ 152100004224⑈

XY886

HIDALGO HCHTF

CHECK NBR 1588370 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		46.95	0.00	46.95
TOTAL				46.95	0.00	46.95

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.



A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1588370

AMOUNT

\$ *****46.95
DOLLARS

PAY DATE 07/12/12 1588370

FORTY-SIX AND 95/100

TO THE ORDER OF HIDALGO HCHTF
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈000 1588370⑈ ⑆091215927⑆ 152100004224⑈

XY901

HIDALGO PRECINCT #5

CHECK NBR 1588377 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		31.31	0.00	31.31
TOTAL				31.31	0.00	31.31

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.



A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3655
75-1592/912

No. 1588377

AMOUNT

\$ *****31.31
DOLLARS

PAY DATE 07/12/12 1588377

THIRTY-ONE AND 31/100

TO THE ORDER OF HIDALGO PRECINCT #5
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001588377⑈ ⑆091215927⑆ 152100004224⑈

XY925

HIDALGO COUNTY AUDITORS OFFICE

CHECK NBR 1588385 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT SEP11	TX 2ND QTR 2012	07/10/12		4.35	0.00	4.35
CREDIT DEC11	TX 2ND QTR 2012	07/10/12		13.84	0.00	13.84
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		17.69	0.00	17.69
CREDIT MAR12	TX 2ND QTR 2012	07/10/12		6.49	0.00	6.49
TOTAL				42.37	0.00	42.37

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
 A Ceridian Company
 5301 Maryland Way
 Brentwood, TN 37027

usbank.
 East Grand Forks, Minnesota 56721
 24-Hour Banking 1-800-673-3555
 75-1592/912

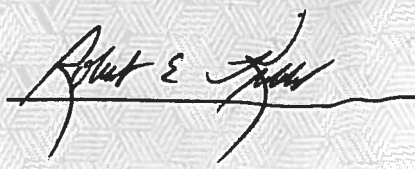
No. 1588385

PAY DATE 07/12/12 1588385

AMOUNT
 \$ *****42.37
 DOLLARS

FORTY-TWO AND 37/100-----

TO HIDALGO COUNTY AUDITORS OFFICE
 THE HIDALGO COUNTY
 ORDER 2812 SOUTH BUSINESS HWY 281
 OF EDINBURG TX 78539



⑈0001588385⑈ ⑆091215927⑆ 152100004224⑈

XY689

HIDALGO COUNTY CONSTABLE PCT 1

CHECK NBR 1588299 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		41.26	0.00	41.26
TOTAL				41.26	0.00	41.26

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.



A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1588299



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-873-3555
75-1592/912

AMOUNT

\$ *****41.26
DOLLARS

PAY DATE 07/12/12 1588299

FORTY-ONE AND 26/100

TO THE ORDER OF HIDALGO COUNTY CONSTABLE PCT 1
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈000 1588 299⑈ ⑆09 1215927⑆ 152100004224⑈

XY779

HIDALGO COUNTY PURCHASING DEPT

CHECK NBR 1588339 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT SEP11	TX 2ND QTR 2012	07/10/12		6.67	0.00	6.67
CREDIT DEC11	TX 2ND QTR 2012	07/10/12		10.10	0.00	10.10
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		4.13	0.00	4.13
CREDIT MAR12	TX 2ND QTR 2012	07/10/12		7.81	0.00	7.81
TOTAL				28.71	0.00	28.71

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
 A Ceridian Company
 5301 Maryland Way
 Brentwood, TN 37027

usbank
 East Grand Forks, Minnesota 56721
 24-Hour Banking 1-800-873-3555
 75-1592/912

No. 1588339

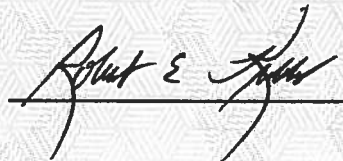
AMOUNT

\$ *****28.71
DOLLARS

PAY DATE 07/12/12 1588339

TWENTY-EIGHT AND 71/100-----

TO THE ORDER OF
 HIDALGO COUNTY PURCHASING DEPT
 HIDALGO COUNTY
 2812 SOUTH BUSINESS HWY 281
 EDINBURG TX 78539



⑈000 1588339⑈ ⑆09 12 159 27⑆ 152 100004 224⑈

XY961

HIDALGO COUNTY SHERIFF DEPT

CHECK NBR 1588402 DATE 07/12/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN12	TX 2ND QTR 2012	07/10/12		57.64	0.00	57.64
TOTAL				57.64	0.00	57.64

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.



A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027



East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
76-1592/912

No. 1588402

AMOUNT

\$ *****57.64
DOLLARS

PAY DATE 07/12/12 1588402

FIFTY-SEVEN AND 64/100

TO THE ORDER OF HIDALGO COUNTY SHERIFF DEPT
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001588402⑈ ⑆091215927⑆ 152100004224⑈



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157403

Received From: COMDATA HIDALGO CO. DA'S

Date 07/17/12

1 1588271 07/12/12 TX 2ND QTR 2012 2-1100-227-30-000-021-0-000 35.35

Total: 35.35

Check Total	35.35
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157404

Received From: COMDATA CONSTABLE PCT. 3

Date 07/17/12

1588300	07/12/12 TX 2ND QTR 2012	2-1100-227-30-000-021-0-000	113.63
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Total: 113.63

Check Total	113.63
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157405

Received From: COMDATA DBM SAFETY DIV.

Date 07/17/12

1 1588358 07/12/12 TX 2ND QTR 2012 2-1100-227-30-000-021-0-000 40.00

Total: 40.00

Check Total	40.00
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157406

Received From: COMDATA EMERGENCY FIRE DIV.

Date 07/17/12

1 1588359 07/12/12 TX 2ND QTR 2012 2-1100-227-30-000-021-0-000 35.34

Total: 35.34

Check Total	35.34
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157407

Received From: COMDATA EMERGENCY SERVICES

Date 07/17/12

1588360 07/12/12 TX 2ND QTR 2012 2-1100-227-30-000-021-0-000 26.53

Total: 26.53

Check Total	26.53
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157408

Received From: COMDATA JUVENILE BOOT CAMP

Date 07/17/12

1588361 07/12/12 TX 2ND QTR 2012

2-1100-227-30-000-021-0-000

29.07

Total: 29.07

Check Total	29.07
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157409

Received From: COMDATA ADULT BOOT CAMP

Date 07/17/12

1588362 07/12/12 TX 2ND QTR 2012 2-1100-227-30-000-021-0-000 36.34

Total: 36.34

Check Total	36.34
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157414

Received From: COMDATA HIDALGO CO. CSCD

Date 07/17/12

1	1588367	07/12/12 TX 2ND QTR 2012	2-1100-227-30-000-021-0-000	25.38
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Total: 25.38

Check Total	25.38
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157415

Received From: COMDATA HIDALGO CO. PCT. 4

Date 07/17/12

1	07/12/12 TX 2ND QTR 2012	2-1100-227-30-000-021-0-000	74.78
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Total: 74.78

Check Total	74.78
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157417

Received From: COMDATA CO. AUDITORS OFFICE

Date 07/17/12

1	1588385	07/12/12 TX 2ND QTR 2012	2-1100-227-30-000-021-0-000	42.37
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Total: 42.37

Check Total	42.37
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157418

Received From: COMDATA CONSTABLE PCT. 1

Date 07/17/12

1	1588299	07/12/12 TX 2ND QTR 2012	2-1100-227-30-000-021-0-000	41.26
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Total: 41.26

Check Total	41.26
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157410

Received From: COMDATA PLANNING DEPT.

Date 07/17/12

1 1588363 07/12/12 TX 2ND QTR 2012 2-1100-227-30-000-021-0-000 25.44

Total: 25.44

Check Total	25.44
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157411

Received From: COMDATA HEALTH & HUMAN SERVICES

Date 07/17/12

1 1588364 07/12/12 TX 2ND QTR 2012 2-1100-227-30-000-021-0-000 92.85

Total: 92.85

Check Total 92.85

Cash Total .00

Credit Total .00

Other Total .00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157412

Received From: COMDATA WIC DEPT.

Date 07/17/12

1	1588365	07/12/12 TX 2ND QTR 2012	2-1100-227-30-000-021-0-000	35.95
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Total: 35.95

Check Total	35.95
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157413

Received From: COMDATA CONSTABLE PCT. 2

Date 07/17/12

1	1588366	07/12/12 TX 2ND QTR 2012	2-1100-227-30-000-021-0-000	38.43
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Total: 38.43

Check Total	38.43
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157416

Received From: COMDATA HIDALGO CO. PCT. 5

Date 07/17/12

1 1588 07/12/12 TX 2ND QTR 2012 2-1100-227-30-000-021-0-000 31.31

Total: 31.31

Check Total 31.31
Cash Total .00
Credit Total .00
Other Total .00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157419

Received From: COMDATA PURCHASING DEPT.

Date 07/17/12

1	1588339	07/12/12 TX 2ND QTR 2012	2-1100-227-30-000-021-0-000	28.71
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Total: 28.71

Check Total	28.71
Cash Total	.00
Credit Total	.00
Other Total	.00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 157421

Received From: COMDATA SHERIFF'S DEPT.

Date 07/17/12

1	07/12/12 TX 2ND QTR 2012	2-1100-227-30-000-021-0-000	57.64
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Total: 57.64

Check Total	57.64
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-32222

Purchasing Department 19. A. 5.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Martha L. Salazar Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority/Action from CC in connection with the sole proposal received for - RFP: "Energy Management Consultant":

- a. Continue with the project's deadline for action by Commissioners Court of 8-26-12; OR,
- b. Approval by Hidalgo County Commissioners Court of one or more of the following options related to the project:

- 1. Reject the sole response received; or
- 2. Re-advertise the project; or
- 3. Cancel the project until such time as necessary due to need by HC to select a new electric energy provider.

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

No funding is required during this phase of procurement process.

Attachments

Legal Notice

Email Approval

Participation-Acceptance Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 04:00 PM
Budget & Management	Merlen P. Munoz	07/26/2012 04:08 PM
Rosalinda Cantu	Rosie Cantu	07/27/2012 01:48 PM
Auditor's Office	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Gricelda Villarreal		Started On: 05/04/2012 10:34 AM
Final Approval Date: 07/27/2012		

LEGAL NOTICE

RFP NO: 2012-087-04-27

1. Sealed proposals will be received for "**Hidalgo County –Energy Management Consultant**", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2012-087-04-27-CGA-Hidalgo County- Energy Management Consultant** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., April 27, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2012-087-04-27-CGA-HIDALGO COUNTY- ENERGY MANAGEMENT CONSULTANT.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN **Friday, April 20, 2012 at 5:00 p.m.** Responses will be sent to all applicants by Monday, March 23, 2012. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is

determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract

From: [Marco Arredondo](#)
To: ["Cris Villarreal"](#)
Subject: RE: Proposal received for Energy Management Consultant Project
Date: Thursday, July 26, 2012 12:24:07 PM
Importance: High

Yes. I agree for the 30 day extension.

Thanks

Marco A. Arredondo, Inc.
Marco A. Arredondo, P.E.
610 Colonial Drive
Portland, Texas 78374
Phone 361-777-1335
Fax 361-643-1201
Cell: 361-215-7787
Website: marcoarredondo.com

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, July 25, 2012 11:27 AM
To: 'Marco Arredondo'
Subject: Proposal received for Energy Management Consultant Project
Importance: High

Mr. Arredondo,

We are still in the process of reviewing your proposal regarding the Energy Management Consultant project. Unfortunately we have reached the ninety (90) days to hold your proposal. We ask that you advise us if you are in agreement to hold your cost proposal for an additional thirty (30) day extension.

Please acknowledge receipt of email and respond via email if you agree or disagree by no later than Thursday, July 26, 2012 by 3:00 p.m.

Thank you,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext.x 4867
Fax: (956) 292-7612
email: cris.villarreal@co.hidalgo.tx.us

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP OPENING DATE: April 27, 2012

RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION: "RFP- ENERGY MANAGEMENT CONSULTANT"

RFB NO: 2012-087-04-027CGA

NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Traditional Energy Bob Wooden	Email	CGA bwooten@traditionalenergy.com	4-12-12	3050 Post Oak Blvd., Ste. 530, Houston, Tx 77056 Ph.: 713-609-9929
2. LPB Energy Consulting Jennifer Neitzel ECOVA-Angie	Email	CGA neitzel@lpbenergy.com	4-12-12	12700 Park Central Dr. Ste 206 Dallas, TX 75251 509-703-8159
3. Marco A. Arredondo, Inc. Marco Arredondo	Email	CGA marcoaa@prodigy.net	4-12-12	610 Colonial Drive Portland, Tx 78374 866-839-8477
4.				
5.				
6.				
7.				
8.				
9.				
10.				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

**HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET**

DEPARTMENT NAME: Hidalgo County

PROPOSAL ACCEPTANCE DATE: April 27, 2012

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: RFP- "ENERGY MANAGEMENT CONSULTANT"

PROPOSAL NO: 2012-087-04-27CGA

RFB #	NAME OF COMPANY	ACKNOWLEDGE RECEIPT
#01	Marco A Arredondo, Inc.	√√
#02		
#03		
#04		
#05		
#06		
#07		
#08		
#09		
#10		

AI-32994

Purchasing Department 19. B. 1.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute a professional engineering services contract with TEDSI Infrastructure Group, Inc. for the, "Dicker Road Improvements" for Precinct No. 2 as approved for negotiations on CC 4/24/12. C-12-119-07-31

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of \$397,469.00) for provision of engineering services required by Pct. #2 consisting of: "Dicker Road Improvements" with TEDSI Infrastructure Group, Inc., under contract No. C-12-119-07-31

c. Pursuant to contract with TEDSI Infrastructure Group, Inc., (article 14) C-12-119-07-31, a request for approval by engineer to permit the subcontracting of R. Gutierrez Engineering Corp. and Raba-Kistner Engineering in connection with Work Authorization No. 1-Dicker Road Improvements;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-062-0-731

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance as of 07/27/12.

Attachments

Agreement

work authorization

letter of subcontractors

work authorization #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 05:28 PM
Budget & Management	Merlen P. Munoz	07/27/2012 07:55 AM
Roland Garcia	Rolando Garcia	07/27/2012 10:21 AM
Auditor's Office	Angela Garcia	07/27/2012 04:20 PM
Purchasing Department	Rocio Villarreal	07/27/2012 04:25 PM
Auditor's Office	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Rocio Villarreal		Started On: 06/26/2012 11:29 AM
Final Approval Date: 07/27/2012		

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-12-119-07-31

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and TEDSI Infrastructure Group, Inc., Professional Engineers of **Mission, Texas**, hereinafter called the “**Engineer**”.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to “**Dicker Road Improvements,**” hereinafter referred to as the “**Project**”.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT “A” *Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT “B”- *Services to Provided by the Engineer***, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT “B”**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C” - *Work Schedule***, attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on at the completion of services as defined in **EXHIBIT “B”**, attached hereto. 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**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day

notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value

of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached

hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 Basic Services. For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the

Engineer a negotiated lump sum fee (hereafter referred to as “**Special Services Fee**”) at the hourly labor rates and non-labor rates (hereinafter referred to as “**Contract Rates**”) specified in **EXHIBIT “D” - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as “**Work Authorization**”) in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as “**Request for Payment**”). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the

work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**,

the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner**

and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT “F” - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as “**Supplemental Agreement**”.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds 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. The **Engineer** shall use TxDOT unit prices to develop the estimate of probable construction cost. **Engineer** cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable estimate of construction cost prepared by **Engineer**. The **Owner** shall allow the **Engineer** to review the estimate of probable construction cost

immediately prior to advertising the **Project** for bids. The **Engineer** shall add to the estimate of probable construction cost a contingency amount agreed to by the **Owner** to update the estimate of probable construction cost. Notwithstanding any provision herein to the contrary, after the proposals, bids or construction cost are received from qualified bidders on the **Project**, the **Owner** may require changes in the final approved plans of the **Project** to enable the **Owner** to reduce the **Project** construction cost. Upon request by the **Owner**, the **Engineer** shall determine the required revisions to the final approved plans that will reduce the **Project's** estimate of probable construction cost. Revisions that are determined to be major design changes to the previously approved final plans will be considered additional work by the **Engineer**. Minor revisions to the previously approved final plans will not be considered additional work. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. The reprinting, bidding and advertising for request for proposals of the modified final plans will be at the **Owner's** expense

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in

accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to

the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials,

employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect

such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the

special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action,

suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively “Liabilities”) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer’s** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner’s** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("Statutory Texas")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (*Hidalgo County Certificate of Insurance*) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements

identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned

herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER: Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ENGINEER: TEDSI Infrastructure Group, Inc.
1201 E. Expressway 83
Mission, Texas 78572

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts

between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

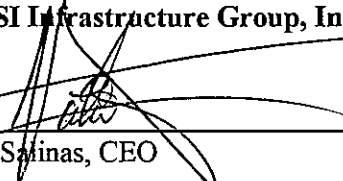
(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on

behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, 2012.

ENGINEER:
TEDSI Infrastructure Group, Inc.



Jesse Salinas, CEO

OWNER:
HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP



By: Stephen L. Crain

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the Owner
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -Engineer's Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

EXHIBIT A
**Scope of Services to be provided by the
Owner**

EXHIBIT “A”
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

- 1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
- 2) Authorization to the **Engineer** to begin work.
- 3) Payment for work performed by the **Engineer**.
- 4) Assistance to the **Engineer**, as necessary, to obtain required data and information from other local, regional, and state agencies that the **Engineer** cannot easily obtain.
- 5) Secure required Environmental permits from regulatory agencies
- 6) Acquire additional Right of Way identified by the **Engineer**
- 7) Provide any available relevant data that may on file concerning the Project.
- 8) Provide timely review and decisions in response to the **Engineers** request for information and/or submittals and deliverables.
- 9) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- 10) Advertise and award, as assisted and recommended by the **Engineer**, construction contracts for the PS&E developed by the Engineer.
- 11) Attend pre-bid and pre-construction conferences coordinated and conducted by the **Engineer**.
- 12) Review and approve monthly and final estimates, developed by the **Engineer**, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
- 13) Provide assistance to **Engineer** where necessary and possible with **Owner** information/resources to ensure project is completed within timely/efficient basis.
- 14) Disseminate, mail or deliver mail-out flyer, public meeting agendas and handouts, maps, and other related project information to the public.
- 15) Providing professional court transcribing and translation service as and when required for the public meeting and/or public hearing.
- 16) Provide a hard copy and digital copy of court transcript from meetings.
- 17) Provide hard copy of all public input received from meetings.
- 18) Publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held,
- 19) Provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.

EXHIBIT B
**Scope of Services to be provided by the
Engineer**

EXHIBIT "B"

Services to be Provided by the Engineer

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Owner.

GENERAL MANAGEMENT/COORDINATION

- 1) The Engineer shall design, develop and prepare all documents in English units.
- 2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
- 3) The Engineer shall utilize Microstation computer graphics system. Roadway design for the route study will be developed in GEOPAK.
- 4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
- 5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
- 6) Right of Entry: It will be the responsibility of the Engineer to secure permission, short of litigation, to enter private property for purposes of survey, environmental and Engineering investigations. The Engineer will, at all times, contact the property owner prior to any entry onto the owner's property.
- 7) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
- 8) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

ROUTE AND DESIGN STUDIES

- 1) Develop and assemble Preliminary Construction Cost Estimates.
- 2) Develop Roadway Design Criteria; prepare the Design Summary Report.
- 3) Attend and participate in the Design Concept Conference.
- 4) Design Schematic
 - a) Develop a design schematic and submit for review.
 - b) Revise schematic to incorporate comments
 - c) Identify irrigation system impacted by proposed improvements. Show proposed location for relocation of irrigation systems impacted. Design and detailing of irrigation systems is not included in the scope of work.
- 5) Develop flexible pavement design report.
- 6) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
- 7) Identify existing right of way limits and locate all major utilities within the study limits.
- 8) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental

impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.

- 9) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
- 10) Development of level of service analysis, turning movement counts or traffic counts are not included in scope.

FIELD SURVEYING

- 1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.
- 2) The Engineer shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".
- 3) Project Control and Baseline (Set in location clear of proposed improvements)
 - a) Establish Horizontal and Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the level loops utilizing the NAVD88 Datum elevations. Signed and Sealed, RPLS, control data sheets shall be created for the newly establish BMs and included in the deliverables.
 - b) Stake existing centerline
 - i) Set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center points to be set are every 1000 feet.
 - ii) Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way line (on both sides).
 - iii) Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on the pavement using traffic paint.
- 4) Obtain cross sections every 100 ft at whole stations. Cross sections to extend 10 ft outside of proposed right of way. Obtain additional survey information as necessary to accurately develop a digital terrain model (DTM).
- 5) Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
 - a) Obtain driveway cross sections. Cross sections to extend 10 ft outside of proposed right of way.
 - b) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).
 - c) Side Drains
 - i) Obtain approximate roadway centerline station.
 - ii) Obtain size, length, description of structure, and conditions.
 - iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
 - iv) Label descriptions (size and length) on each side drain.
- 6) Culverts:
 - a) Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
 - b) Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
 - c) Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.

- d) Determine type of wingwall (i.e. flared wingwall, parallel, etc...) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc. For barrier rail include type of end treatments, location, type, length, and height.
- e) Obtain pictures of culverts barrels and outlet and inlet view to right of way line.
- 7) Fence, Mailboxes, and Sign Inventory:
 - a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
 - b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations. Include pictures.
- 8) Miscellaneous
 - a) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
 - b) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
 - c) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
 - d) Survey in miscellaneous items not indicated above that are within the existing and proposed right of way.

RIGHT OF WAY SURVEY

- 1) Utility (All work will be to 10 foot outside of the proposed ROW)
 - a) The Engineer shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
 - i) Activities completed since last meeting
 - ii) Problems encountered.
 - iii) Late activities.
 - iv) Activities required by the next progress meeting.
 - v) Solutions for unresolved and/or anticipated problems.
 - vi) Information or items required from other agencies/consultants.
 - b) If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
 - c) The Engineer shall notify the Utility companies in writing and request the following information in writing:
 - i) Project letting date and request they relocate prior to letting.
 - ii) Develop their relocation plan according to Utility Accommodation Policy Manual.
 - iii) Forward their relocation plan to the Engineer.
 - iv) Request in writing when relocation of utilities will be complete.
 - v) Upon immediate completion of relocation, request they forward as-built plans to the County.
 - d) The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
 - e) The Engineer shall update all files and plans based on the utility company responses.
 - f) The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
 - g) The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure

their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.

- h) Contact "One Call" to request marking of underground utilities
 - i) Request existing utility information from local utility companies
 - j) The Engineer will perform any surveying necessary to for horizontal location of located, "Flagged", underground utilities and visible overhead utilities.
 - k) The Engineer will obtain measure downs on utilities as follows
 - i) Top of key on gas line values
 - ii) Top of key on water line values
 - iii) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
 - iv) Flowline, size pipe for irrigation systems
 - v) Flowline and size of system for inverted siphons.
 - l) Subsurface Utility Engineering is not included in the scope of work.
- 2) Right of Way
- a) The Engineer shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.
 - b) Right of Way Map (NOT SEALED) Development – The Engineer will provide the Right of Way Maps in accordance with the TxDOT Checklist below:
 - i) General
 - (1) Graphics files will be in Microstation and Word software.
 - (2) Photos of proposed ROW staking included.
 - (3) Field notes and Parcel Plats are numbered continuous.
 - (4) Scale shall be 1"=50' for 34" x 22" plans and 1"=100" for 11" x 17" plans
 - ii) Title Sheet Requirements
 - (1) Title and description of project including county, limits, etc.
 - (2) Vicinity map with begin and end sta.
 - (3) Equations and Exceptions
 - (4) Index
 - (5) Legend
 - (6) Title block completely filled out with Construction and R.O.W. CSJs'
 - (7) List all Major Utilities from Station to Station
 - iii) Individual Map Sheet Requirements
 - (1) Sheet size 34" X 22"
 - (2) Text legible when reduced to half-scale.
 - (3) Title block completely filled out with R.O.W. CSJ
 - (4) Matchlines
 - (5) Project layout sheet
 - iv) Existing information:
 - (1) R.O.W. lines
 - (2) Whole property or whole property inset
 - (3) Roadways
 - (4) Survey, county, and city limit lines shown and labeled
 - (5) Improvements shown and labeled (see below)
 - (6) Monumentation i.e. P.C., P.T., Break Points
 - (7) North arrow
 - (8) Scale
 - (9) Property lines

- (10) Property descriptions i.e., lot, block, tract, subdivision, etc.
- (11) Identify existing and proposed access denial locations (if applicable)
- v) Proposed information:
 - (1) Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
 - (2) Survey and R.O.W. lines
 - (3) Basis of bearings
 - (4) Parcel bearings and distances correspond with traverse sheet
 - (5) Outside ties (P.O.C.) corresponds with field notes
 - (6) Point of beginning (P.O.B.) established on proposed R.O.W. line
 - (7) Parcel tied to baseline
 - (8) Baseline information shown i.e. Stationing, bearings, curve data, etc.
 - (9) Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
 - (10) Math checked on remainder
- vi) Improvements:
- vii) 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.
- viii) Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.
- ix) Utilities:
 - (1) 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.
 - (2) Location of underground storage tanks and/or filler caps are shown and labeled
- c) Field Notes
 - i) Heading
 - ii) County
 - iii) Highway
 - iv) Parcel number
 - v) R.O.W. CSJ
 - vi) Construction CSJ
 - vii) General Description or "preamble"
 - viii) 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
 - ix) Parent tract data is shown:
 - (1) Size of parent tract
 - (2) Survey data or lot, block, and subdivision
 - (3) Name of last recorded seller and buyer
 - (4) Date, volume and page or document number of last recorded conveyance
 - (5) Records and county of last recorded conveyance
 - x) Beginning Description
 - (1) Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
 - (2) Point of beginning is on proposed R.O.W. line
 - xi) Particular Description
 - (1) Traverse calls are clockwise sequence
 - (2) Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
 - (3) Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
 - (4) Calls are numbered
 - (5) Denial of access shall be described from beginning to end (if applicable)

- xii) Closing Description
 - (1) Last call leads back to P.O.B.
 - (2) Restates area of parcel
 - (3) Establishes taking in existing road R.O.W. if applicable
 - (4) Legal description is referenced to Plat
 - (5) Sealed and signed
 - (6) Include an access clause whether access is permitted or denied (if applicable)
 - (7) Shows P.O.B. and P.O.C.
 - (8) All data corresponds exactly with Map and Field Notes
 - (9) Sheet size is no larger than 8 1/2" x 11"
 - (10) Plat closely matches example provided
 - (11) Plat referenced to legal description
 - (12) Sealed and signed
 - (13) Include an access clause whether access is permitted or denied (if applicable)
- d) Traverse Sheet
 - i) Computations show area to be acquired in sq. ft. or acres, whichever is applicable
 - ii) Computations show area that is existing road R.O.W. if applicable
 - iii) Traverse calls are in clockwise sequence
 - iv) Error of closure meets the following:
 - (1) Secondary rural .0003
 - (2) Primary rural - secondary urban .0002
 - (3) Urban or industrial .00013

ENVIRONMENTAL ASSESSMENT

An Environmental Assessment (EA) will be prepared by the Engineer in accordance with applicable procedures of the State of Texas, and the requirements of the National Environmental Policy Act and Federal Highway Administration Technical Advisory 6640.8A. – As No significant environmental issues or impacts are expected for this project.

- 1) Document Need for and Purpose of the Project. This task will be based on existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed typical sections, schematics, and intersection configurations. As this data is developed, the information will be incorporated into appropriate EA sections describing the need for the project, the objectives and issues eliminated from further study. The project description section will include text and graphics illustrating the proposed project design.
- 2) Alternatives Analysis
 - a) This task will include text and graphics illustrating the different alternatives considered prior to selecting the preferred.
 - b) It will also describe the reasonable alternatives and those eliminated from further study.
- 3) Affected Environment and Environmental Consequences. For each of the categories listed below, the necessary background and field reconnaissance will be performed to include in the EA. Data will be provided on a regional scale, but will be specific to the project study area and alternatives that received primary consideration during the planning process. A study corridor will be identified which adequately provides the resource information used in the decision – making process and assist in determining which issues should be eliminated from further study.
 - a) Land Use and Public Facilities.
 - b) The effects of project alternatives will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning

- bodies and will include an analysis of potential secondary effects of the proposed improvements. Potential effects on public and community facilities will also be identified and discussed.
- c) Social Economic Impacts, Environmental Justice and Limited English Proficiency. As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice. Project alternatives will also be evaluated with respect to potential effects on local economic development, secondary growth effects, tax revenues, public expenditures, employment and income, and access effects on local agricultural and commercial enterprises. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction.
 - d) Noise. The project noise assessment will inventory potential noise sensitive receptors. In accordance with TxDOT noise assessment guidelines, the existing alignment for the design year will be computer simulated, and future noise levels will be predicted at each of the sensitive receptors using the FHWA/TxDOT approved Traffic Noise Model (TNM).
 - e) Air Quality. Since the Average Annual Daily Traffic is expected to be below 140,000 vehicles per day, an air quality analysis will not be required, however, a mobile source air toxics (MSAT) qualitative analysis will be required. The qualitative analysis will include:
 - i) Brief MSAT description and discussion of national trend data projecting substantial overall reductions in emissions due to stricter engine and fuel regulations issued by EPA;
 - ii) Comparison of the expected effect of the project on traffic volumes, vehicle mix, or routing of traffic, and the associated assumed changes in MSATs;
 - iii) An assessment of schools, licensed day cares, elder care facilities, and hospitals located within 100 and 500 meters of the ROW;
 - iv) Discussion of information that is incomplete or unavailable for a project-specific assessment of MSAT impacts, in compliance with CEQ regulations (40 CFR 1502.22(b)); and
 - v) Summary of current studies regarding the health impacts of MSATs, in compliance with 40 CFR 150.22(b);
 - f) Water Resources. The effort will reflect the requirements of the National Pollutant Discharge Elimination System (NPDES) storm water general permit program for construction activities and the anticipated project Storm Water Pollution Prevention Plan (SW3P), particularly with respect to potential mitigation benefits to be achieved through the SW3P. Additionally, the 100-year floodplain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Flood management effects will also be addressed through coordination with the local flood management agency.
 - g) Wetlands and Waters of the U.S. The Engineer will perform jurisdictional identifications, including wetlands and evaluations in all areas potentially affected by the primary alternatives. If required, delineations of wetlands, approved jurisdictional determination forms and Individual Section 404 wetlands permit(s) and/or Nationwide Permit(s) requiring a Pre-discharge Notification or wetland mitigation planning will be added by supplemental agreement.
 - h) Ecological Resources. The Engineer will perform a characterization of project area ecological resources, including descriptions of vegetation, prime farmland and wildlife habitat resources. Ecologically sensitive resources, if any, will be identified and discussed in the EA. An assessment of the project area's potential to support federally threatened or endangered species will be conducted. This includes a data search of the Natural Diversity Database (NDD), an assessment of habitat in the project area for any listed species determined to be of potential occurrence and early coordination with the U.S. Fish and Wildlife Service. A list of all state and federally sensitive

species of potential occurrence in the project area will be provided in the EA. If required, any required threatened or endangered species presence/absence surveys would be added by supplemental agreement.

i) Archaeological Resources

i) The archaeological investigations, the archaeologist will search site files and maps at the Texas Archeological Research Laboratory and the THC's Texas Archeological Sites Atlas on-line database for any previously recorded surveys and historic or prehistoric archaeological sites located in or near the proposed alignment. This will provide site and geographic information that will be essential to the discovery and interpretation of any undiscovered cultural resources along the proposed alignment. Because the project involves lands owned by a political subdivision of the state, any archaeological field investigations will require a Texas Antiquities Permit. The archaeologist will prepare a permit application and submit the THC.

ii) Once the background review is completed and the permit is obtained, the archaeologist will conduct an archaeological survey of the project area. The field survey will consist of one archaeologist walking the entire proposed project area with particular focus on any new, undisturbed right-of-ways and previously recorded sites. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. During the survey, the archaeologist will be examining the ground surface and erosional profiles for cultural resources and excavating small shovel tests where appropriate to test for subsurface archaeological deposits or assess the geomorphic setting. Any discovered or previously documented sites will be document and plotted on USGS 7.5 minute topographic maps using hand-held Global Position System (GPS) units.

iii) Once the field survey has been completed, the archaeologist will prepare a report of the investigations. The report will document previous investigations in the area, background cultural settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature of the survey area with respect to archaeological potential, and recommendations on the need for further work. Draft copies of the report will be submitted to the Engineer for review and comment. Once this has been accomplished, any appropriate edits will be made and a draft report will be submitted to TxDOT and the THC for review. The Texas Antiquities Code also requires that 20 copies of the final report be submitted once the project is completed. Additionally, text will be provided to incorporate into the EA.

j) Historical Resources

i) For the historic portion of the project, a historian will conduct a literature review of the project area and present a research design to TxDOT-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. The historical will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the THC for final determination of the APE and approval for the project to proceed.

ii) Following completion of the preliminary research tasks, two architectural historians will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historians will plot the location

- of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.
- iii) Four copies of a summary reconnaissance report will be provided and will include the following:
 - (1) A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.
 - (2) Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5-x-5-inch or 4-x6-inch color prints. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.
 - (3) An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.
 - (4) A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.
 - (5) Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.
 - k) Recreational Resources. The assessment will include a review of the applicability of Section 4(f) of the DOT Act. A Section 4(f) Evaluation, should one be required, will be added as a supplemental agreement.
 - l) Hazardous Materials. An electronic search of potential hazardous materials sites will be conducted followed by reconnaissance-level field investigations to verify the location of potential sites and collect additional preliminary information. If required, a Phase I Environmental Site Assessments will be added by supplemental agreement. Information will be incorporated into the EA, along with a discussion of potential impacts, based on the best available information.
 - m) Indirect and Cumulative Impacts. The Engineer will identify indirect and cumulative impacts in accordance with the requirements of FHWA Technical Advisory T 6640.8A (1987), Report 466: Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects (National Cooperative Highway Research Program 2002), TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (2006), and related guidance from FHWA and TxDOT.
 - n) Identify Corridor Issues and Field Investigations. The Engineer will perform collect, research, review and assemble available environmental data and review various maps. The Engineer will perform site visits to identify environmental constraints including land use, socioeconomic issues, wetlands and other waters of the U.S., recreational issues (Section 4[f]), industrial waste issues, and ecological resources. If necessary, any threatened or endangered species presence/absence surveys or wetland delineation will be added by supplemental agreement.
 - o) Graphics. The Engineer will prepare base maps for field use, stakeholder and public meeting presentation graphics, and final EA graphics using digital aerial photography. Screening graphics will be developed for each resource constraint category appropriate for the project. Alternatives will be mapped and each resource category quantified to provide the objective basis for the alternatives

analysis. Report graphics will be prepared as needed to show the potential impacts of the proposed action on various resources and how these impacts may be minimized and/or avoided through the EA process.

- 4) Report Preparations. The EA document will comply in all respects with the NEPA and the guidelines of TxDOT and the FHWA for preparing environmental documents. The analysis will address the adverse and beneficial impacts of project construction and operation, and will also include indirect and cumulative impacts. The impact analysis will be organized to facilitate equivalent comparisons of alternatives, employing charts, tables, maps, and matrices as appropriate. Generalized preliminary mitigation options will be emphasized where adverse impacts may potentially occur. The Engineer will submit the EA document in accordance with the provisions in Phase II.
- 5) Public Involvement
 - a) Draft and advertise project Public Notices (English and Spanish) in accordance with the standards set forth by the Texas Department of Transportation public hearing requirements to provide effective notification procedures for project events and meetings that will heighten overall public participation.
 - b) Design and develop project support materials (English and Spanish), including mail-out flyer, public meeting agendas and handouts, maps, and other related project information, for public dissemination. Owner to be responsible for disseminating provided material.
 - c) Provide coordination of professional transcribing and translation services for Public Meetings and/or Public Hearings. Additionally, the Engineer will provide technical support and assistance at one mock meeting and one public hearing. Upon receipt of the transcripts the Engineer will prepare the Summary and Analysis for submittal to TxDOT. Owner is responsible for providing professional transcribing and translation service.
 - d) Hidalgo County will publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held, will provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.
 - e) Agency Coordination: As part of the proposed effort, the Engineer intends to communicate with local, state, and federal agencies and organizations regarding project compliance with applicable environmental approvals, including the regulatory programs. These entities include:
 - i) Local, county and municipal government agencies
 - ii) U.S. Army Corps of Engineers regarding jurisdictional determinations, if necessary
 - iii) U.S. Fish & Wildlife Service regarding federally threatened or endangered species
 - iv) Federal Emergency Management Agency and local flood management agency regarding NFIP compliance, if necessary.
 - v) Texas Parks & Wildlife Department (TPWD) regarding area parks, wildlife refuges, state-listed endangered species, and compliance with TxDOT/TPWD Memorandum of Understanding and request for data from the Natural Diversity Database
 - vi) Texas Commission on Environmental Quality (TCEQ) regarding hazardous materials and groundwater protection compliance with TxDOT/TCEQ Memorandum of Understanding.
- 6) All correspondence will be preserved for inclusion in the EA document; telephone or in-person discussions with agency officials will be logged as part of the project file.
- 7) Assumptions Used to Derive the Proposed Scope of Services:
 - a) All investigations will be conducted based on existing literature and mapped data, aerial photographic interpretation, interactions with local and regional experts, and field reconnaissance. If necessary for specific site investigations, access to private property will be the responsibility of the Engineer.
 - b) The Engineer team assumes an EA that leads to the issuance of a Finding of No Significant Impact will fulfill the NEPA requirements for this project (as opposed to an Environmental Impact Statement). Additional work beyond EA will be added by supplemental agreement.

- c) Any technical studies required as a result of modifications in project design alignment, or alternatives submitted after submittal of the draft EA will added by supplemental agreement.
- d) The Engineer assumes that requisite engineering information such as traffic data will be provided by the Pharr District of TxDOT in a timely manner. The draft EA will be submitted to County/TxDOT not less than 60 days after receiving final engineering information, including diagrams for all alternative alignments or design options to be addressed in the EA.
- e) The Engineer will prepare a scoping letter for distribution to resource and public agencies. This letter will also include minutes of the meetings with City/County officials, and Public Hearing.
- f) This scope and fee is based on the current standards of practice for environmental documents developed for Texas Department of Transportation as of the date of signature of this Agreement. Modifications to submitted document required by subsequent changes to the standards of practice are additional services. Additional services will be added by supplemental agreement.

PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

- 1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.
- 2) The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.
- 3) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

TRAFFIC CONTROL PLANS (TCP)

- 1) The Engineer will develop a conceptual traffic control plan (TCP), roll plot, and narrative. These information will be submitted to the County and TxDOT for review. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by TxDOT or County after approval will be consider additional work and be added by supplemental agreement.
- 2) The Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
- 3) The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using SureTrack software
- 4) The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
- 5) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed

necessary for each phase of sequence of construction.

- 6) If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads.
- 7) The Engineer will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
- 8) The Engineer shall prepare the plan and profile sheets and cross sections for all detours.
- 9) The Engineer will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

ROADWAY DETAILS

- 1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve data bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
- 2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.
- 3) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" = 100'.
- 4) The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.
- 5) The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
- 6) The Engineer shall determine all cut and fill quantities.
- 7) The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings.
- 8) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

DRAINAGE DETAILS

- 1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
- 2) The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The

hydraulic calculations shall have the following based on previously County approved drainage study:

- a) Description-Material, Size, & Entrance (headwall)
 - b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
 - c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
 - d) Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
 - e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.
- 3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
 - 4) The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

TRAFFIC ITEMS

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replaced by an accepted TxMUTCD sign. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual. Design of flashing beacons or traffic signals not specifically indicated in Attachment D is not included. Additional locations will be added by supplemental agreement.

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion. Plan sheets will be developed separate from TCP as 1"=100', double stacked.

CROSS SECTIONS

For the Final Submission, the Engineer shall furnish the final cross-section plots, on 36" wide x 120" long roll plots, showing both the original terrain and the design cross-sections, showing the roadway template, at a vertical scale of 1"=10' and a horizontal scale of 1"=10'. The design cross-sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar

ditches with slopes and location of right of way. Indicating other features within the cross sections is not part of the scope of work, ie. Underground utilities, storm sewer lines, top soil, etc.

CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

- 1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.
- 3) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

4) Construction Contract Administration

- a) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
- b) The Engineer will coordinate and conduct a pre-construction conference.
- c) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
- d) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
- e) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:
 - i) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
 - ii) Resident Engineer and/or Construction Inspector(s). The Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.

5) Miscellaneous Technical Activities

- a) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.
- b) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

- i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - ii) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
- 6) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
- 7) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (8) set of prints.

EXHIBIT C
Work Schedule

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D
CONTRACT RATES

EXHIBIT "D"
CONTRACT RATES

LABOR COST

JOB DESCRIPTION	2012 CONTRACT RATE	2013 CONTRACT RATE	2014 CONTRACT RATE	2015 CONTRACT RATE
SR. PROJECT MANAGER	\$200.00	\$210.00	\$220.00	\$232.00
PROJECT MANAGER	\$180.00	\$189.00	\$198.00	\$208.00
SR. ENGINEER	\$160.00	\$168.00	\$176.00	\$185.00
PROJECT ENGINEER	\$145.00	\$152.00	\$160.00	\$168.00
ENGINEER	\$125.00	\$131.00	\$138.00	\$145.00
SR. ENGINEER DESIGNER / EIT	\$110.00	\$116.00	\$122.00	\$128.00
ENGINEERING DESIGNER	\$100.00	\$105.00	\$110.00	\$116.00
CADD OPERATOR	\$90.00	\$95.00	\$100.00	\$105.00
CLERICAL	\$75.00	\$79.00	\$83.00	\$87.00

Rates beyond 2015 will be increase by 5% per year.

DIRECT EXPENSES

Mileage	\$ Current GSA Travel Rate/Mi.
Car Rental	\$ At Cost
Lodging (in state)	\$ Current GSA Per Diem Rate
Meals	\$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	\$40/letter
Copies (8 ½ x 11)	\$0.10/ea
Color Copies (8 ½ x 11)	\$1.00/ea
Copies (11 x 17)	\$0.20/ea
Color Copies (11 x 17)	\$2.00/ea
Mylar (11 x 17) Plots	\$3.50/ea
Color Mylar (11 x 17) Plots	\$7.00/ea
Bond Plots	\$1.00/sq. ft.
Color Bond Plots	\$2.50/sq. ft.
Mylar Plots	\$2.50/sq. ft.
Color Mylar Plots	\$5.00/sq. ft.
Photo Quality Color Plots	\$12.00/sq. ft.
SUBCONSULTANTS	COST PLUS 15%

EXHIBIT E
Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-119-06-26
Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, TEDSI Infrastructure Group, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____.

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section ___ 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 Precinct No.2 Commissioner Hector Palacios as to content and detail of this Work Authorization No. # 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2012.

THE ENGINEER:
TEDSI Infrastructure Group

THE OWNER:
HIDALGO COUNTY

Jesse Salinas, CEO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F
Supplemental Agreement Form

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 Consultant of, _____, Texas, hereinafter called the "ENGINEER".

WITNESSETH

WHEREAS, the Owner and the CONSULTANT executed the Agreement on the _____ day of _____ 2012 concerning CONSULTANT 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 _____

AGREEMENT

NOW THEREFORE, premises considered, the Owner and the ENGINEER agree that said Agreement is amended as follows:

- 1. Article ___ of the Agreement, (article title), is revised to

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:

BY: _____

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P.

BY: _____
Stephen L. Crain

LIST OF ATTACHMENTS

(as required)

EXHIBIT G
Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bell Insurance Group 4544 Post Oak Place, Suite 320 Houston, TX 77027	CONTACT NAME: Nicole Schlueter PHONE (A/C, No, Ext): 713-463-4550 FAX (A/C, No): 713-463-4590 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED <div style="text-align: right; font-size: 2em; margin-right: 20px;"><i>C.J. 532</i></div> TEDSI Infrastructure Group, Inc. 10260 Westheimer, Suite 460 Houston, TX 77042	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Casualty Company</td> <td>20427</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C : Continental Casualty</td> <td>20443</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Casualty Company	20427	INSURER B : Valley Forge Insurance Company	20508	INSURER C : Continental Casualty	20443	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Continental Casualty	20443														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 2011-2012 Houston** **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 SUBR INSR I WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		1075066054	09/11/2011	09/11/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> Contractual					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY		2097261054	09/11/2011	09/11/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		2090503299	09/11/2011	09/11/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
	DEDUCTIBLE					
<input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		268980107	09/11/2011	09/11/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			
	If yes, describe under DESCRIPTION OF OPERATIONS below:					
	Professional Liability		AEH13771047	09/11/2011	09/11/2012	\$2,000,000 Each Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabilities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies.

CERTIFICATE HOLDER Hidalgo County New Administration Building 2802 S. Business Hwy 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Byron Johnson/NICOLE
--	--

CONTRACT NO. C-12-119-07-31

DICKER ROAD

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

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

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

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **\$ 397,469.00**. This amount is based upon the costs outlined in the **Fee Proposal** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. Work Authorization No. 1 shall be funded through funding source:
Account No. 2-1200-431-00-122-062-73 i
Requisition No. 220229

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the **Work Schedule** attached hereto as **ATTACHMENT "C"**.

PART 6. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acceptance and Acknowledgement. Acknowledgement and confirmation by Hidalgo County Precinct No. 2, Commissioner Hector "Tito" Palacios, as to the content and detail of this Work Authorization No. 1.

Hidalgo County Precinct No. 2

By: _____
Hector "Tito" Palacios, Commissioner Precinct No. 2

PART 8 Acceptance and Approval. Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2012.

A purchase order will be issued by the Hidalgo County Purchasing Department after the execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on Work Authorization No. 1.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

THE OWNER:
HIDALGO COUNTY

BY: _____
Craig F. Stong, (Vice President)

Ramon Garcia (County Judge)

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Services to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Fee Proposal

CONTRACT NO. C-12-119-00-00
DICKER ROAD
WORK AUTHORIZATION NO. 1
ATTACHMENT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

- 1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
- 2) Authorization to the **Engineer** to begin work.
- 3) Payment for work performed by the **Engineer**.
- 4) Assistance to the **Engineer**, as necessary, to obtain required data and information from other local, regional, and state agencies that the **Engineer** cannot easily obtain.
- 5) Secure required Environmental permits from regulatory agencies
- 6) Acquire additional Right of Way identified by the **Engineer**
- 7) Provide any available relevant data that may on file concerning the Project.
- 8) Provide timely review and decisions in response to the **Engineers** request for information and/or submittals and deliverables.
- 9) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- 10) Advertise and award, as assisted and recommended by the **Engineer**, construction contracts for the PS&E developed by the Engineer.
- 11) Attend pre-bid and pre-construction conferences coordinated and conducted by the **Engineer**.
- 12) Review and approve monthly and final estimates, developed by the **Engineer**, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
- 13) Provide assistance to **Engineer** where necessary and possible with **Owner** information/resources to ensure project is completed within timely/efficient basis.
- 14) Disseminate, mail or deliver mail-out flyer, public meeting agendas and handouts, maps, and other related project information to the public.
- 15) Providing professional court transcribing and translation service as and when required for the public meeting and/or public hearing.
- 16) Provide a hard copy and digital copy of court transcript from meetings.
- 17) Provide hard copy of all public input received from meetings.
- 18) Publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held,
- 19) Provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.

CONTRACT NO. C-12-119-00-00
DICKER ROAD
WORK AUTHORIZATION NO. 1
ATTACHMENT "B"

Services to be Provided by the Engineer

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Owner.

GENERAL MANAGEMENT/COORDINATION

- 1) The Engineer shall design, develop and prepare all documents in English units.
- 2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
- 3) The Engineer shall utilize Microstation computer graphics system. Roadway design for the route study will be developed in GEOPAK.
- 4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
- 5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
- 6) Right of Entry: It will be the responsibility of the Engineer to secure permission, short of litigation, to enter private property for purposes of survey, environmental and Engineering investigations. The Engineer will, at all times, contact the property owner prior to any entry onto the owner's property.
- 7) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
- 8) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

PRELIMINARY ENGINEERING REPORT

- 1) Develop and assemble Preliminary Construction Cost Estimates.
- 2) Develop Roadway Design Criteria; prepare the Design Summary Report.
- 3) Attend and participate in the Design Concept Conference.
- 4) Drainage Report
 - a) Develop drainage area map for project site
 - b) Determine existing drainage conditions
 - c) Evaluate hydraulics for roadside ditches for widening of existing roadway.
 - d) Evaluate storm sewer system for potential curb and gutter roadway.
 - e) Evaluate potential impacts on existing FEMA Floodplain locations.
 - f) Prepare report of findings.
- 5) Geotechnical Report
 - a) Perform a Geotechnical Engineering Study for the two bridge structures and the siphon structure located along Dicker Road (Farm-to-Market [F.M.] Road 3072, between its intersections with . 23rd Street (State Highway [S.H.] 115) and S. Jackson Road (F.M. Road 2061), that will include drilling a total of six, 60-ft deep each borings. Typically, drilling will cease if five consecutive Texas Cone Penetrometer (TCP) test results of 100 blows for less than 4 in. are recorded. If unexpected soil conditions are encountered (i.e. softer than expected soil conditions based upon the TCP results), drilling will be continued past the anticipated maximum drilling depth and ceased at the Engineer's discretion.
 - b) Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks.

Work Authorization No. 1

Attachment "B" Con't

- c) Obtain a grab sample at or near the bottom of the embankment near the two irrigation canals and drainage ditch for a total of three samples. Sieve analyses will be conducted to compute D50 and D95 values for scour analyses by others.
 - d) Samples from the borings will be collected by split-spoon or Shelby tube sampling techniques in between each TCP sampling interval. Representative portions of the recovered samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.
 - e) Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations.
 - f) Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface conditions. Testing program is anticipated to include water content determinations, Atterberg Limits (plasticity) tests, unconfined compressive strength tests, dry unit weight determinations, and grain size analyses. Laboratory testing will be performed in general accordance with applicable American Society for Testing and Materials (ASTM) standards.
 - g) The results of the field and laboratory analysis will be presented in a written engineering report which will include the results of the field and laboratory testing, as well as pier capacity curves and grain size curves for scour analyses.
 - h) Our scope of services and cost assumes that the boring locations will be accessible to truck-mounted drilling rigs conducting the drilling operations parked at or near the road shoulder and off of the existing roadway utilizing standard warning signs and cones to alert the traveling public of work ahead. If additional traffic control measures other than standard warning signs and cones are needed, Engineer will notify County and discuss traffic control services. The cost of such additional traffic control services will be an additional charge and will not be done until approved by the County via additional work by supplemental agreement.
 - i) Reasonable efforts to locate underground utilities prior to performing any underground exploration activities by contacting the local "one call" utility locating service for commercial utility companies (such as natural gas, electric, water, etc.) to locate and mark in the field all utilities within the limits of the subsurface exploration activities. Engineer will not be responsible for any damage to utilities not properly located by the aforementioned method or to any utility not located by the aforementioned method but encountered and damaged during the subsurface exploration process. If during project execution Engineer feels that there exists a possibility of un-located or improperly located utilities, Engineer will notify County and discuss additional utility locating services and processes to reduce the probability of encountering a utility to acceptable levels. The cost of such additional utility locating services will be an additional charge and will not be done until approved by the County via additional work by supplemental agreement.
- 6) Pavement Section Design Services
- a) Engineer will perform the pavement section design services for this segment of Dicker Road utilizing the 1993 American Association of State Highway and Transportation Officials (AASHTO) pavement design method based on traffic loading and frequency information developed from the traffic data collected by the Engineer.
 - b) Engineer will drill 18, 7-ft deep each pavement borings along the subject alignment and conduct California Bearing Ratio testing on subgrade samples for use in pavement design. Collection of falling weight deflectometer data is not included in our scope.
 - c) Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks.
 - d) Samples from the borings will be collected by split-spoon or Shelby tube sampling techniques in between each TCP sampling interval. Representative portions of the recovered samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.
 - e) Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations.
 - f) Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface conditions. Testing program is anticipated

Work Authorization No. 1
Attachment "B" Con't

to include water content determinations, Atterberg Limits (plasticity) tests, lime series determinations, sulfate content determinations, and grain size analyses. Laboratory testing will be performed in general accordance with applicable ASTM standards.

- g) The results of the field and laboratory analysis will be presented in a written engineering report which will include the results of the field and laboratory testing, as well as the pavement section design report.
 - h) Our scope of services and cost assumes that the boring locations will be accessible to truck-mounted drilling rigs conducting the drilling operations parked at or near the road shoulder and off of the existing roadway utilizing standard warning signs and cones to alert the traveling public of work ahead. If additional traffic control measures other than standard warning signs and cones are needed, Engineer will notify County and discuss traffic control services. The cost of such additional traffic control services will be an additional charge and will not be done until approved by the County via additional work by supplemental agreement.
 - i) Engineer will take reasonable efforts to locate underground utilities prior to performing any underground exploration activities by contacting the local "one call" utility locating service for commercial utility companies (such as natural gas, electric, water, etc.) to locate and mark in the field all utilities within the limits of the subsurface exploration activities. Engineer will not be responsible for any damage to utilities not properly located by the aforementioned method or to any utility not located by the aforementioned method but encountered and damaged during the subsurface exploration process. If during project execution Engineer feels that there exists a possibility of un-located or improperly located utilities, Engineer will notify County and discuss additional utility locating services and processes to reduce the probability of encountering a utility to acceptable levels. The cost of such additional utility locating services will be an additional charge and will not be done until approved by the County via additional work by supplemental agreement.
- 7) Development of level of service analysis, turning movement counts or traffic counts at 23rd, 10th, McColl Rd and Jackson Road.
- a) Project traffic counts for anticipated completion of construction and 20 years after completion of construction.
 - b) Prepare traffic signal warrants for locations based on counts.
 - c) Determine lane configuration based on traffic counts.
- 8) Roadway Design Evaluation
- a) Develop preliminary schematic for the following
 - i) Widening of existing roadway with roadside ditches
 - ii) Reconstruction of roadway with curb and gutter section.
 - b) Develop narrative and typical section for Traffic Control Plan for each roadway sections indicated above.
 - c) Develop typical section and preliminary pavement design.
 - d) Develop construction cost estimate for the two roadway sections indicated above.
- 9) Bridge Evaluation
- a) Request current BRINSAP reports from TxDOT
 - b) Complete field condition survey of bridges
 - c) Develop cost evaluations for replacement versus widening of existing structures
 - d) Prepare Report
- 10) Attend design coordination meetings with County, MPO and TxDOT as appropriate.
- 11) Prepare Preliminary Engineering Report

FIELD SURVEYING

- 1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.
- 2) The Engineer shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".
- 3) Project Control and Baseline (Set in location clear of proposed improvements)
 - a) Establish Horizontal and Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on

Work Authorization No. 1
Attachment "B" Con't

set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the level loops utilizing the NAVD88 Datum elevations. Signed and Sealed, RPLS, control data sheets shall be created for the newly establish BMs and included in the deliverables.

- b) Stake existing centerline
 - i) Set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center points to be set are every 1000 feet.
 - ii) Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way line (on both sides).
 - iii) Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on the pavement using traffic paint.
- 4) Obtain cross sections every 100 ft at whole stations. Cross sections to extend 10 ft outside of proposed right of way. Obtain additional survey information as necessary to accurately develop a digital terrain model (DTM).
- 5) Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
 - a) Obtain driveway cross sections. Cross sections to extend 10 ft outside of proposed right of way.
 - b) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).
 - c) Side Drains
 - i) Obtain approximate roadway centerline station.
 - ii) Obtain size, length, description of structure, and conditions.
 - iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
 - iv) Label descriptions (size and length) on each side drain.
- 6) Culverts:
 - a) Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
 - b) Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
 - c) Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
 - d) Determine type of wingwall (i.e. flared wingwall, parallel, etc...) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc. For barrier rail include type of end treatments, location, type, length, and height.
 - e) Obtain pictures of culverts barrels and outlet and inlet view to right of way line.
- 7) Fence, Mailboxes, and Sign Inventory:
 - a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
 - b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations. Include pictures.
- 8) Miscellaneous
 - a) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
 - b) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
 - c) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
 - d) Survey in miscellaneous items not indicated above that are within the existing and proposed right of way.

RIGHT OF WAY SURVEY

- 1) Utility
 - a) Contact "One Call" to request marking of underground utilities
 - b) Request existing utility information from local utility companies
 - c) The Engineer will perform any surveying necessary to for horizontal location of located, "Flagged",

Work Authorization No. 1

Attachment "B" Con't

- underground utilities and visible overhead utilities.
 - d) The Engineer will obtain measure downs on utilities as follows
 - i) Top of key on gas line values
 - ii) Top of key on water line values
 - iii) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
 - iv) Flowline, size pipe for irrigation systems
 - v) Flowline and size of system for inverted siphons.
 - e) Develop a preliminary list of potential conflicts with existing utilities.
 - f) Subsurface Utility Engineering is not included in the scope of work.
- 2) Right of Way
- a) The Engineer shall obtain the most current existing adjoining right of way information information as follows:
 - i) Plats
 - ii) Deeds
 - iii) Ownership information
 - b) The Engineer shall survey in the exiting roadway right of way and adjoining parcel lines in the project coordinate system.
 - c) Microstation file shall be provided to show the following:
 - i) Existing roadway right of way
 - ii) Adjoining parcel property lines
 - iii) Legal information
 - iv) Ownership information

ENVIRONMENTAL CONSTRAINTS ANALYSIS

Engineer's approach will be to take photographs of the corridor, the collection of available and observable desktop environmental data, the identification of potential environmental issues and recommendations. A more detailed outline is as follows:

- 1) In order to identify potential environmental issues that may impact the design and construction of the Dicker Road added capacity project, Engineer will prepare an environmental constraints map. Environmental-related information will be compiled using publically obtainable data, State of Texas agency data, and field observations. This information will be mapped in relationship to the proposed route using Arc View 10.0 in a Geographic Information Systems (GIS) database and then overlain on an aerial map. The Area of Potential Effects (APE) to be considered for data collection will be 150 feet on either side of the corridor. The corridor will be examined for elements of the environment that are subject to regulation under the National Environmental Policy Act of 1969 (NEPA) and will be as follows:
 - a) State and Federally- listed hazardous materials/hazardous wastes regulated sites;
 - b) Known historical sites and/or districts and Texas Recorded Historic Landmarks; Texas Historic Sites Atlas; Handbook of Texas Online entries; Irrigation system maps from Texas A&M University's Irrigation Technology Center; TxDOT's South Texas irrigation context ; Available previous historic resources survey reports at TxDOT Environmental Affairs Division; Historical United States Department of Agriculture soil survey maps;
 - c) Current and historical United States Geological Survey (USGS) maps;
 - d) 1968 aerial photographs, available online from the University of North Texas' Portal to Texas History.(For structures over the age of 45 years [allows for five year construction window];
 - e) Biologically-sensitive areas relative to State and Federally-listed threatened and endangered species including rare species communities;
 - f) Block groups indicated minority and low-income populations and limited English proficiency;
 - g) Soil conditions and geological formations;

Work Authorization No. 1

Attachment "B" Con't

- h) Unusually large trees and other unique habitat or vegetation features;
 - i) Property Lines;
 - j) Water resources including floodplains and waters of the U.S. including wetlands, which may be jurisdictional under Section 404 of the Clean Water Act;
 - k) Existing general land use (residential, commercial, public, industrial, agricultural, undeveloped);
 - l) Proposed land use (residential, commercial);
 - m) Churches, cemeteries, schools, community centers and parks;
 - n) Municipal and Hazardous Wastes Landfills;
 - o) Prime farmlands;
 - p) Utilities (pipelines, transmissions, cell towers, water wells, etc.); and
 - q) Drainage ditches, canals, siphons.
- 2) Each element will be placed in the GIS database as a discrete layer. Layers can be viewed separately or in any combination in order to access potential constraints. All information will be field verified. A local RKEI Biologist will conduct a 100% visual survey of the entire route after the initial data compilation has been completed. Additional information garnered from this task will be added to the constraints map as is appropriate.
- 3) Deliverables
- a) Provide all data on an aerial map (an overall environmental constraints map) showing locations of features identified in the corridor analyses
 - b) Summary report of the literature review/data acquisition process, observations
 - c) Results, and recommendations.

CONTRACT NO. C-12-119-00-00
DICKER ROAD
WORK AUTHORIZATION NO. 1
ATTACHMENT "C"
Work Schedule

Description	Time
Purchase Order and NTP	Written NTP
Survey	3 months
Reports	3 months
Total	6 months from NTP

CONTRACT NO. C-12-119-00-00
DICKER ROAD
WORK AUTHORIZATION NO. 1
ATTACHMENT "D"
Fee Proposal

TEDSI BASIC ENGINEERING SERVICES

Description	Fee
Coordination with MPO, TxDOT and County	\$ 14,560
Utility Coordination	\$ 6,505
Preliminary Engineering Report	\$ 120,905
Direct Expenses	\$ 12,930
Subtotal TEDSI Basic Engineering Services	\$ 154,900

TEDSI ADDITIONAL ENGINEERING SERVICES

Description	Fee
Drainage Report	\$ 29,780
Traffic Engineering Report	\$ 46,800
Subtotal TEDSI Additional Engineering Services	\$ 76,580

SUBCONSULTANT ADDITIONAL ENGINEERING SERVICES

Description	Fee
Survey	\$ 95,623
Environmental Constraints Analysis	\$ 8,840
Geotechnical Testing, Pavement Design and Report	\$ 39,875
Subtotal Subconsultant Additional Engineering Services	\$ 144,338
TEDSI Management and Coordinate Fee at 15%	\$ 21,651
Subtotal	\$ 165,989

Total Fee Proposal **\$ 397,469**



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

July 27, 2012

Hidalgo County Purchasing Department
281 South Business Highway 281
Edinburg, Texas 78539

Attn: Ms. Rocio Villarreal

Reference: Dicker Road Contract

Ms. Villarreal,

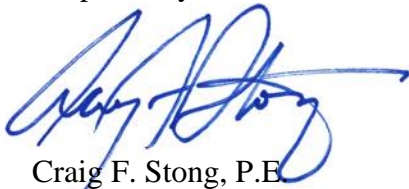
TEDSI Infrastructure Group requested permission from Commissioner Tito Palacios to include the following subconsultants on the Dicker Road Project:

R. Gutierrez Engineering
Raba-Kistner Consultants.

Permission to subcontractor to those companies was provided by Mr. Raul Lozano on the Commissioner's behalf on May 7, 2012.

This letter is to formal request that the above mentioned subconsultant be approved in writing by the County per the requirements of our Professional Service Agreement.

Respectfully Submitted,



Craig F. Stong, P.E.
Vice President

TEDSI Basis Engineering Services

Description	General Management/Coordination									
	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Designer/EIT	Eng. Designer	Clerical				
Project Meetings (2 per month for 3 months)	12		12			12	36	\$	5,040	
Preliminary Estimate	4	8	12		24		48	\$	6,220	
Project Administration/Coordination	12					12	24	\$	3,300	
Total Hours	28	8	24	0	24	24	108	\$	14,560	
Contract Rate	\$ 200.00	\$ 160.00	\$ 145.00	\$ 110.00	\$ 100.00	\$ 75.00				

Description	Utility Coordination									
	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Designer/EIT	Eng. Designer	Clerical				
Identify potential utility conflicts and prepare list	8				16	3	27	\$	3,425	
Prepare and send utility submittals	1				8	4	13	\$	1,300	
Meet to coordinate with utility companies	4		4		4		12	\$	1,780	
Total	13	0	4	0	28	7	52	\$	6,505	
	\$ 200.00	\$ 160.00	\$ 145.00	\$ 110.00	\$ 100.00	\$ 75.00				

Description	Preliminary Engineering Report, Environmental Constraints Analysis and Public Involvement									
	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Designer/EIT	Eng. Designer	Clerical				
Develop DSR and attend design review meeting	4		8	8		3	23	\$	3,065	
Develop preliminary design for:										
Roadway design with roadside ditches	12	24	40	80	100		256	\$	30,840	
Roadway design with curb and gutter	12	24	40	80	100		256	\$	30,840	
Bridge Evaluation	8	24			40		72	\$	9,440	
Coordination of EA Document	20						20	\$	4,000	
Prepare preliminary construction cost estimates	4	8	16	24	24		76	\$	9,440	
Prepare typical sections	4		8		16		28	\$	3,560	
Prepare TCP narrative and typical sections	4	8		16	16		44	\$	5,440	
Prepare Preliminary Engineering Report	16	24	32	60	60		192	\$	24,280	
Total	84	112	144	268	356	3	967	\$	120,905	
	\$ 200.00	\$ 160.00	\$ 145.00	\$ 110.00	\$ 100.00	\$ 75.00				

Direct Expenses \$ 12,930

Subtotal Basis Engineering Fee \$ 154,900

TEDSI Additional Engineering Services

Drainage

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Designer/EIT	Eng. Designer	Clerical		
Drainage Area Maps	4	4	16		40		64	\$ 7,760
Hydrology Calculations	4	4	16				24	\$ 3,760
Hydraulic Calculations	4	4	16				24	\$ 3,760
Preliminary culvert design, roadside ditches and storm sewer syst	4	4	12	24	40		84	\$ 9,820
Prepare H & H Report	4	4	12		15		35	\$ 4,680
Total	20	20	72	24	95	0	231	\$ 29,780
	\$ 200.00	\$ 160.00	\$ 145.00	\$ 110.00	\$ 100.00	\$ 75.00		

Traffic

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Designer/EIT	Eng. Designer	Clerical		
Traffic Signal Warrant Study (4 Locations)	8	32	40		76		156	\$ 20,120
Prepare traffic counts and projections	1	4	8		10		23	\$ 3,000
Prepare exhibits for traffic and turning movement counts	4	8	16		15		43	\$ 5,900
Determine turning lane requirements	4	16	24		48		92	\$ 11,640
Develop Traffic Engineering Report	4	10	12		20		46	\$ 6,140
Total	21	70	100	0	169	0	360	\$ 46,800
	\$ 200.00	\$ 160.00	\$ 145.00	\$ 110.00	\$ 100.00	\$ 75.00		

Subtotal Additional Engineering Service Fee

\$ 76,580

Subconsultant Additional Services

Design Field Survey and Project Control	=	\$95,623
Environmental Constraints Analysis	=	\$8,840
Geotechnical Testing and Pavement Design	=	\$39,875

Subtotal Subconsultant Additional Engineering Services

\$144,338

TEDSI Management and Coordination Fee

\$21,651

Sub-Total

=

\$165,989

Total Lump Sum Fee (Basic +Additional)

=

\$397,469

TASK AND DESCRIPTION	PRINCIPLE	PROJECT MANAGER	R.P.L.S.	ENGINEER	SURVEYOR IN TRAINING	SURVEY TECHNICIAN	CADD TECHNICIAN	3-MAN SURVEY CREW	CLERICAL SUPPORT
I. PROJECT START-UP AND COORDINATION									
1. Coordination Between Engineer, Consultant, and County	2	8	2		2				2
2. Coordination with Utilities / Irrigation District	2	8	2		2				2
3. Obtain Right-of-Entry from Property Owners for Surveying Purposes		2							4
SUBTOTAL - PROJECT START-UP AND COORDINATION	4	18	4	0	4	0	0	0	8
II. DATA GATHERING									
1. Collect and Review Existing County Data		2	4		4	8			2
2. Visit Site with Client Representatives	1	2	2		2				
3. Coordinate Field Survey	1	2	4		4				1
4. Prepare Preliminary Project Layout	1	2	4		2	8	8		2
5. Client Conference / Review Meetings	1	2	2		4	2			2
SUBTOTAL - DATA GATHERING	4	10	16	0	16	18	8	0	5
III. TOPOGRAPHICAL SURVEYING									
1. Establish Horizontal and Vertical Control Benchmarks @ 1,000-Ft Intervals	1	2	4		4				48
2. Create 11'x17" Control Data Plan Sheet		1	2		2	2	2	2	
3. Cross Sections @ 100-Foot Intervals (Project Length - 13,200-Ft Length)	2	4	8		4				40
4. Topographic Survey of Project to 10-Ft outside R.O.W.									
a. Obtain driveway x-sections to extend 10-ft outside R.O.W.	1	1	2		2				12
b. Inventory public access, commercial and private driveway by type.		1	1						4
c. Obtain Side Drain data (approx. station, size, length, flow lines, etc.)			1						4
5. Culverts and Bridges (Drainage or Irrigation)									
a. Obtain size of structures, type, skew angle, material.	1	1	2		2				24
b. Locate and obtain inlet and outlet flow line elevations, top of headwalls, aprons, edge of pavement, and centerline of road.									4
c. Obtain profiles and x-sections @ 100-ft intervals upstream and downstream of structures.		1	2		4				16
d. Determine type of wingwall or safety end treatments or barrier rails, (end treatment, location, length, height)		1	1						4
e. Obtain pictures of culvert barrels and outlet and inlet view to the R.O.W.		1							1
6. Fences, Mailboxes, and Sign Inventory									
a. Locate and obtain mailbox inventory (type-identify as single, double, or multiple) for all mailboxes within R.O.W. and at all intersection locations, include photographs.	1	1	1		1				8
b. Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations, include pictures.		1	1		1				12
7. Miscellaneous									
a. Locate any topographic feature within project area (within 10-ft outside of R.O.W.) in addition to items specifically mentioned above.	1	1	2		2				12
b. Pick up any items that may be an obstruction to the proposed construction (ie. Gas markers, etc.)	1	1	1		1				8
c. Process ASCII files to develop DTM and submit to Consultant	1	2			8	8	16		
SUBTOTAL - TOPOGRAPHICAL SURVEYING	9	19	28	0	31	10	18	197	1
IV. RIGHT-OF-WAY SURVEYING									
1. Utility information (to 10-ft outside R.O.W.)									
a. Contact "One Call" to request marking of underground utilities.	1	1	2		1				2
b. Request existing utility information from local utility companies.	1	1	2		1				2
c. Perform surveying necessary for horizontal location of located "Flagged" underground utilities and visible overhead lines.		1	2		1				32
d. Measure downs on utilities as follows:									
i. Top of key on gas line valves.		1	2		1				8
ii. Top of key on water line valves.		1	2		1				8
iii. Flow line, size of tie-ins and direction of flow for sanitary sewer manholes.		1	2		1				8
iv. Flow line, size of pipe for irrigation systems.		1	2		1				8
v. Flow line, size of system for inverted siphons.		2	4		2				24
2. Right-of-Way									
a. Obtain most current existing right-of-way information as follows:									
i. Plats.	1	2	4		2	8			4
ii. Deeds.		2	4		2	8			4
iii. Ownership information.		2	4		2	8			4
b. Survey existing roadway right-of-way and adjoining parcel lines in project coordinate system.	1	2	4		2	8	8	40	
c. Provide Microstation file to show the following:									
i. Existing road right-of-way.	1	2	4		2	8	8		
ii. Adjoining parcel property lines.					2	8	8		
iii. Legal information.		2	4		2	8	8		
iv. Ownership information.					2	8	8		
SUBTOTAL - RIGHT-OF-WAY SURVEYING	5	21	42	0	25	64	40	128	16
TOTAL - DICKER ROAD TOPOGRAPHIC SURVEYING	22	68	90	0	76	92	66	325	30

PERSONNEL LABOR:	Estimated Hours	Hourly Rate	Estimated Cost	Totals
Principal	22	\$256.61	\$5,645	
Project Manager	68	\$183.30	\$12,464	
R.P.L.S.	90	\$154.30	\$13,887	
Engineer	0	\$102.65	\$0	
Surveyor In Training	76	\$87.99	\$6,687	
Survey Technician	92	\$76.25	\$7,015	
CADD-Design Technician	66	\$61.00	\$4,026	
3-Man Survey Crew	325	\$130.00	\$42,250	
Clerical	30	\$55.73	\$1,672	
Personnel Labor Total:	769			\$93,647
MISCELLANEOUS COSTS:	Quantity	Unit	x Rate =	Estimated Cost
Prints & Reproduction	1200	SF	\$0.25	\$300.00
Materials & Supplies	1	LS	\$1,500.00	\$1,500.00
Auto Mileage (20 Trips @ 16 Miles per trip)	320	MI	\$0.55	\$176.00
Miscellaneous Cost Total:				\$1,976
PROJECT FEE TOTAL:				\$95,623

AI-33444

Purchasing Department 19. B. 2.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Katia Garcia, COMM. PCT.
#2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Interlocal Cooperation Agreement between the City of Pharr, City of Edinburg, the County of Hidalgo Precinct #2 and the County of Hidalgo Precinct #4 to improve and expand West Owassa Road from Jackson Rd. to US 281 frontage road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-026-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$60,169.10 as of 7/26/12

Pending transfer in the amount of \$158,000, see AI-33456

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-XXX-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

agreement

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
07/27/2012 04:55 PM
Started On: 07/26/2012 09:08 AM

Form Started By: Katia Garcia

Final Approval Date: 07/27/2012

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR,
CITY OF EDINBURG AND THE COUNTY OF HIDALGO**

This Agreement is made on this the ____ day of _____, 2012, by and among the City of Pharr, hereinafter referred to as "Pharr", City of Edinburg, hereinafter referred to as "Edinburg", and County of Hidalgo, hereinafter referred to as "County", acting by and through Hidalgo County Precinct # 2, hereinafter referred to as Precinct # 2, and Hidalgo County Precinct # 4, hereinafter referred to as Precinct # 4 pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

WHEREAS, Pharr is listed on Hidalgo County Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) for FY 2011-2014 for the widening of West Owassa Road from Jackson to US 281 frontage road;

WHEREAS, Pharr and Edinburg each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, Pharr and Edinburg desire to improve and expand West Owassa Road which such project will consist of reconstruction and widening of West Owassa Road from Jackson Road to US 281 frontage road (the "Road") to four (4) lanes with a center turning lane (62 feet pavement width);

WHEREAS, Pharr, Edinburg and County desire to improve and install approximately 11, 520 feet of roadway drain facilities on the Road;

WHEREAS, Pharr, Edinburg and County agree to participate in acquisition of sufficient right of way, the design and construction of the improvements to Road;

WHEREAS, Edinburg, Pharr and County have determined that each will receive benefit from the future improvements to the Road; and

WHEREAS, Edinburg, Pharr, and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (the Act) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the city limits of a city with the city's consent.

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

1. Edinburg and Pharr, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within their corporate limits.
2. Pharr will, within its corporate and extra territorial jurisdiction limits, undertake the acquisition of rights of way and road drainage for the Road, including but not limited to, title reports, appraisals, acquisitions of right of way, and condemnation of right of way, which cannot be acquired by agreement of the landowner. Pharr agrees to identify the parcels needed for right of way and negotiate with parcel owners to acquire such right of way. Any grant funding received for such right of way acquisition shall be received by Pharr.
3. County, through Precinct # 2 will contribute staff, if needed, to assist Pharr in the acquisition of ROW or easements within the corporate limits or extra territorial jurisdiction of Pharr.
4. Pharr will be the lead entity for this Agreement and will retain and contract with competent engineering firm(s) to prepare all engineering design for construction, environmental documents and right of way plans and maps necessary for the construction of the Road and drainage. Pharr will also procure competent contractor(s) for the construction of drainage and improvements to the Road.
5. Pharr and Edinburg will each contribute twenty-five percent (25%) of the cost of the design, engineering services, environmental services and construction costs for the Road. Edinburg shall pay Pharr, Edinburg's contribution as stated herein against invoice from Pharr.

6. In addition, to the costs in numbered paragraph 5 Pharr will contribute twenty-five percent (25%) of local match cost of the construction of the Road project estimated at \$ 3,511,655; which comprises, engineering services and construction costs, plus twenty five percent of any cost overruns from the construction project and in addition one-half of cost overruns if the County Cap, as hereinafter defined, is exceeded.
7. Edinburg agrees to contribute twenty-five percent (25%) local match cost of the construction of the improvements to the Road estimated at \$3,511,655; which comprises, engineering services and construction costs plus twenty-five percent of any cost overruns from the construction project and in addition one-half of cost overruns if the County Cap, as hereinafter defined is exceeded. Edinburg shall pay such costs to Pharr against invoice from Pharr.
8. County agrees to assist Pharr and Edinburg in contributing (a) fifty percent (50%) local match cost of the costs for the design, engineering services, environmental services; (b) fifty percent of local match cost of the construction of the Road project estimated at \$3,511,655; which comprise, engineering services and construction cost and (c) one half (1/2) of any cost overruns from the Road construction. Notwithstanding anything to the contrary herein County's total contribution costs for this numbered paragraph 8 and any other provisions of this Agreement will not in any event exceed \$400,000.00 (the "County Cap"). County shall pay such costs to Pharr against invoice from Pharr.
9. County agrees it is in the best interest to provide such assistance to Pharr and Edinburg as described herein, as such Road serves as a connecting link and integral part of the County road system.
10. Pharr and Edinburg each agrees at their sole cost and expense, to make all adjustments to utilities which are necessary for the construction of the improvements to the Road which lies within their corporate limits or their extra territorial jurisdiction.

11. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the work and services described in this Agreement.
12. Each party agrees to conform its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.
13. If the Road project described herein is declared Economically Disadvantaged (EDC), and /or any reimbursement funding is received from a third party such reimbursement will be shared prorata among the parties hereto based on funds contributed by each party hereto.
14. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.
15. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
16. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
17. **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.

18. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:
City of Pharr
Attention: Mayor
118 S. Cage Blvd.
Pharr, Texas 78577

If to City:
City of Edinburg
Attention: Mayor
P.O. Box 1079
210 W. McIntyre
Edinburg, TX 78540

If to County:
County of Hidalgo
Attention: County Judge Ramon Garcia
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to:
Commissioner Hector "Tito" Palacios, Precinct No.2
300 W. Hall Acres, Suite G
Pharr, Texas 78577

With copy to:
Commissioner Joseph Palacios
1051 Doolittle Road
Edinburg, Texas 78539

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

19. **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.

20. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

21. Assignment. This Agreement shall not be assignable.

22. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

23. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

25. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

26. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

[SIGNATURE PAGE TO FOLLOW]

CITY OF PHARR

Leopolodo "Polo" Palacios, Mayor

ATTEST:

City Secretary

CITY OF EDINBURG

Richard Garcia, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY


Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

BY: 
Stephen L. Crain

AI-33441

Purchasing Department 19. C. 1.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services Providers as required by Precinct No. 3

Evaluators	L&G Engineering	Javier Hinojosa Engineering	Izaguirre Engineering
Evaluator 1	100	92	73
RANKED			

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for: the provision of professional services ("On Call") and on as needed basis by Hidalgo County Precinct #3 TxDot Related Proejcts.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-123-045-0-711

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Scoring Grid

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
07/27/2012 04:55 PM

Form Started By: Rocio Villarreal

Started On: 07/25/2012 04:51 PM

Final Approval Date: 07/27/2012

HIDALGO COUNTY PRECINCT NO 3
TXdot Related Projects
FOR
Engineering Services
(On Call)
Scoring & Evaluation
GRID

Engineering Services

Total Scores	L&G Engineering	Javier Hinojosa Engineering	Izaguirre Engineering
Evaluator 1	100	92	73
Average	100	92	73
RANKING			

Scoring & Evaluation was completed by Pct No 3

AI-33365

19. D. 1.

CC REGULAR

Meeting Date: 07/31/2012

Submitted For: Martha L. Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Work Authorization No. 1 in the amount of \$9,662.44 submitted by L&G Engineering Laboratory contracted engineering firm-professional laboratory services for: "Construction Materials Testing" (on an as needed basis) for projects located within Hidalgo County Precinct #4-Contract #C-12-122-06-12 for PROJECT: (FIKE PUMP STATION DRAINAGE PROJECT).

b. Requesting approval of payment for Inv#1025-03 in the amount of \$ 3,994.49 as submitted by GEORGE M. "MITCH" HUDGINS d/b/a MODERN TECHNOLOGY-MODERN ENVIRONMENT-Contract# C-11-124A-01-17 (PO# 670955) for: "Application and Implementation of TCEQ Incinerator Permit that meets State and Federal Mandates" located in Hidalgo County Pct #4, in order to remain in compliance with TCEQ.

BACKGROUND

- 1. WA#1-C-12-122-06-12-L&G ENG LAB (FIKE PUMP STATION DR PROJ)
- 2. Inv# 1025-03-MTME-C-11-124A-01-17-(Permit App Incinerator)

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-124-039-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item 1:

Amount available for requisition# 218951 as of 7-27-12 \$9,662.44 for L&G Engineering Lab.

FISCAL YEAR: 2012

ACCT. #: 2-1100-432-00-124-001-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 670955 available balance as of 7-27-12 \$22,900.00

Reference:

AI# 31991 5-8-12 Inv# 1025-01 \$7,705.69

Attachments

WA#2-C-12-122-06-12-L&G Eng Lab(Fike Pump)

Memo-Pct 4-WA#1-C-12-122-06-12

Contract#C-12-122-06-12

Inv# 1025-03-MTME-C-11-124a-01-17(Incinerator)Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:20 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:54 PM
Manuel Chapa	Manuel Chapa	07/27/2012 03:12 PM
Auditor's Office	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Letty Saenz		Started On: 07/20/2012 10:13 AM
	Final Approval Date: 07/27/2012	

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-122-06-12
Work Authorization Form

WORK AUTHORIZATION NO. 1

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Precinct 4 Drainage Project – "Fike Pump Station" In Hidalgo County Precinct No. Four (4)

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$ 9,662.44**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 2-1342-431-00-124-039-B-733

Requisition Number 218951 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: Joseph Palacios

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 _____, 2012.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY

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

Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

**ATTACHMENT “A”
Scope of Services (Owner)**

PROJECT: Precinct 4 Drainage Project – “Fike Pump Station” In Hidalgo County Precinct No. Four (4)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Precinct 4 Drainage Project – “Fike Pump Station” In Hidalgo County Precinct No. Four (4)**

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

PROJECT: Precinct 4 Drainage Project – “Fike Pump Station” In Hidalgo County Precinct No. Four (4)

GENERAL SCOPE OF WORK

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

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

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

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Precinct 4 Drainage Project – “Fike Pump Station” In Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

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

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**
- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

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

Scheduling of Services

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

ATTACHMENT "C"
Work Schedule

PROJECT: Precinct 4 Drainage Project – "Fike Pump Station" In Hidalgo County
Precinct No. Four (4)

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-12-122-06-12.**

ATTACHMENT "D"
Cost Proposal

PROJECT: Precinct 4 Drainage Project – "Fike Pump Station" In Hidalgo County Precinct No. Four (4)

See Attached

Attachment "I"
Hidalgo County Flood Drainage Impvts Project Ph. I - "Fike Pump Station"
Prepared for Hidalgo County Pct No. 4

<i>In Situ Subgrade / Select Fill - Backfill Testing - Laboratory</i>						
Tech Time	6	Hrs.	\$45.75	\$274.50		
Trip Charge	80	Mi.	\$0.50	\$40.00	2	
Atterberg	2	Ea.	\$76.18	\$152.36	Site Visits	
Moisture-Density Determ	2	Ea.	\$196.83	\$393.66	for	
Reports	2	Ea.	\$22.56	\$45.12	Sample	
Eng. Spec.	0.5	Hrs.	\$114.30	\$57.15	Pickup	
Engineer	0.5	Hrs.	\$152.47	\$76.24	2 proctors	
				Sub.	\$1,039.03	
<i>In Situ Subgrade / Select Fill - Backfill Field Density Testing</i>						
Tech Time	28	Hrs.	\$45.75	\$1,281.00		
Trip Charge	560	Mi.	\$0.50	\$280.00	14 visits	
Comp. Test	42	Ea.	\$22.87	\$960.54	to perform	
Reports	14	Ea.	\$22.56	\$315.84	random	
Eng. Spec.	3.5	Hrs.	\$114.30	\$400.05	field density	
Engineer	3.5	Hrs.	\$152.47	\$533.65	testing	
				Sub.	\$3,771.08	
<i>Base Material Testing - Laboratory Testing (Crossing)</i>						
Tech Time	3	Hrs.	\$45.75	\$137.25		
Trip Charge	40	Mi.	\$0.50	\$20.00	1	
Atterberg	1	Ea.	\$76.18	\$76.18	Site Visit	
Moisture-Density Determ	1	Ea.	\$196.83	\$196.83	for	
Sieve Analysis	1	Ea.	\$57.12	\$57.12		
Reports	1	Ea.	\$22.56	\$22.56	Sample	
Eng. Spec.	0.25	Hrs.	\$114.30	\$28.58	Pickup	
Engineer	0.25	Hrs.	\$152.47	\$38.12		
				Sub.	\$576.63	
<i>Base Material - Field Density Testing (Crossing)</i>						
Tech Time	2	Hrs.	\$45.75	\$91.50		
Trip Charge	40	Mi.	\$0.50	\$20.00	1 visit	
Comp. Test	3	Ea.	\$22.87	\$68.61	to perform	
Reports	1	Ea.	\$22.56	\$22.56	testing	
Eng. Spec.	0.25	Hrs.	\$114.30	\$28.58		
Engineer	0.25	Hrs.	\$152.47	\$38.12		
				Sub.	\$269.36	
<i>Concrete Placement - Misc Concrete Placements</i>						
Air Content	6	Ea.	\$22.82	\$136.92		
Cylinder Prep/Hold/Cure	24	Ea.	\$11.49	\$275.76		
Cylinder Compressive Strength	24	Ea.	\$15.22	\$365.28	6 site	
Tech Time (Concrete)	24	Hr.	\$58.41	\$1,401.84	visits	
Report	18	Ea.	\$22.56	\$406.08	to perform	
Trip Charge	440	Mi.	\$0.50	\$220.00	random	
Eng. Spec.	4.5	Hrs.	\$114.30	\$514.35	testing	
Engineer	4.5	Hrs.	\$152.47	\$686.12		
				Sub.	\$4,006.35	

Estimated Field and Laboratory Testing Fees \$9,662.44



County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337


MEMO

DATE: JULY 05, 2012
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #4
C-12-122-06-12

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING
WORK AUTHORIZATION #1 IN THE AMOUNT OF \$9,662.44 FOR L & G
ENGINEERING LABORATORY, LLC BE PLACED ON THE NEXT
COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM ACCOUNT # 2-1342-431-00-124-
039-0-733

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR
OFFICE, THANK YOU.

RUMALDO MUNOZ JR 
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES

AI-33135

3.0.

CC CONSENT

Meeting Date: 07/24/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION
Approval of 2012 Interdepartmental transfer from Pct. 4 CO2010A&B Drainage Improvments (program 890) to Pct 4 CO2010A&B Fike Pond (program 039) in the amount of \$9,662.44

BACKGROUND

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By

Date

Form Started By: Jr. Munoz

Started On: 07/05/2012 03:13 PM

Requisition

Req # 00218951

PO #

Date: 07/05/12

Bill To: x
x

Vendor: 312797
L & G ENGINEERING LABORATORY, LLC
2100 W. EXPRESSWAY 83
MERCEDAS TX 78570

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR. R.
956-383-3112

Contract No: C-12-122-06-12

Special Instructions:
PCT. REQ.# 1032

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	LOT	AS PER CONTRACT C-12-122-06-12 DO NOT DUPLICATE ORDER WORK AUTHORIZATION NO. 1, UNDER CONTRACT C-12-122-06-12 FOR THE ENGINEER TO PROVIDE "CONSTRUCTION MATERIALS TESTING SERVICES FOR PRECINCT 4 DRAINAGE PROJECT - "FIKE PUMP STATION" Account No <u>2-1342-431-00-124-039-0-733</u> REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	9,662.44 Freight Total	9,662.44 .00 9,662.44

Authorized By: _____

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT
C-12-122-06-12**

THIS AGREEMENT is made effective the 12th day of June, 2012 by and between **HIDALGO COUNTY, TEXAS, (“County”)** Precinct No. 4 and **L & G Engineering Laboratory, LLC** of Mercedes, a Texas Corporation (“Laboratory”).

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing “**Construction Materials Testing**” (on an as needed basis) for projects within **Hidalgo County Precinct No. 4** (the “**Services**”);

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required **Services**;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “**Texas Professional Services Procurement Act**”), the County requested **Statements of Qualifications (SOQ’s)** from a professional laboratory to assist the County by providing the **Services**;

WHEREAS, County has selected the **Laboratory** to provide the **Services** within **Hidalgo County Precinct No. 4**, in accordance to Exhibit “**A-1**” **Request for Qualifications (RFQ) Procurement Packet**.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, **County and Laboratory** do mutually agree as follows:

I. Scope of Services. The County will provide to **Laboratory** the services described in Exhibit “**A**” attached hereto and entitled “**Services to be Performed by County.**” **Laboratory**

agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

2. Term. This Agreement is for a period of **one (1) year**, effective **June 12, 2012**, and will expire **June 11, 2013** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the

performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be

accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the

right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation,

or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: L & G Engineering Laboratory, LLC
Attn: Mr. Jacinto Garza, P.E./President
2100 West Expressway 83
Weslaco, Texas 78570

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

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. 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).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6/12/12

LABORATORY:
L & G ENGINEERING LABORATORY LLC

By: Jacinto Garcia
Printed Name Jacinto Garcia, P.E.
Title: President / CEO

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: JUNE 12, 2012

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: SLC
Stephen L. Crain, Attorney

ATTACHMENTS:

- EXHIBIT A -Scope of Services to be provided by the County
- EXHIBIT B -Scope of Services to be provided by the Laboratory
- EXHIBIT C -Laboratory's Rates
- EXHIBIT D -Work Authorization Form
- EXHIBIT E -Supplemental Agreement Form
- EXHIBIT F -Certificates of Insurance

EXHIBIT A-I
-Request for Qualifications (RFQ) Procurement Packet



**Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629**

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
**Request for Qualifications (RFQ)-“Professional Engineering Services-Geotechnical and
Construction Materials Testing Pool”**
RFQ NO: 2012-003-01-18-SMA

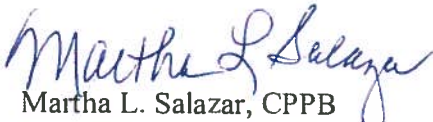
Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet. All forms must be properly completed and submitted 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/sma

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
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA



REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

*“Professional Engineering Services-Geotechnical and Construction
Materials Testing Pool”*

RFQ NO: 2012-003-01-18-SMA

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) "Professional Engineering Services-Geotechnical and Construction Materials Testing 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-2012-003-01-18-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing 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 Engineering Services-Geotechnical and Construction Materials Testing 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. Clossner, Edinburg, Texas 78539—Hidalgo 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 Engineering Services-Geotechnical and Construction Materials Testing 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

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

*“Professional Engineering Services-Geotechnical and Construction
Materials Testing Pool”*

RFQ NO: 2012-003-01-18-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL**" RFQ NO: 2012-003-01-18-SMA 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 RFQs should 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 or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

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:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:

Hidalgo County reserves the right, in case of respondent 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)292-7612 or via e-mail to sandra.montalvo@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 respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm’s project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories may (Refer to Exhibit “C”) add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the “Projects”. **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

- a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
- b) Ability to perform Environmental Services
- c) Ability to perform Soil Density Testing

- d) Ability to perform Surveying and Sampling Soils
- e) Ability to perform Materials Testing (Asphaltic and Concrete)
- f) Ability to perform Material Testing and Laboratory Analysis
- g) Ability to perform Hot Mix Plant Inspections and Testing
- h) Ability to perform Transportation Foundation Studies
- i) Ability to perform Building Foundation Studies
- j) Ability to perform Professional Liability Insurance for \$1 Million Dollars without limiting liability to Professional Fees
- k) Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, 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) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT - "A"

SCHEDULE OF SERVICES and RELATED FEE'S

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

****This form is merely to be used as a guide for the used post ranking by commissioners' court only**
Refer back to requirements page 8, negotiations process**

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	\$ _____ / Hour
02	Surveying and Sampling Soils for Highways	\$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	\$ _____ / Hour
04	HMA Level 1-A Certified Technician	\$ _____ / Hour
05	HMA Level 1-B Certified Technician	\$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	\$ _____ / Hour
07	ACI Certified Field Grade II Technician	\$ _____ / Hour
08	Geotechnical Engineer, P.E.	\$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	\$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	\$ _____ / Hour
11	Logger (In Conjunction with Engineer)	\$ _____ / Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	\$ _____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	\$ _____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + _____ %
15	Barge Mobilization and Rental	Cost + _____ %
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	\$ _____ / Foot
17	Borings in Soft Rock	\$ _____ / Foot
18	Rock Coring	\$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	\$ _____ / Foot
20	Grout/ Bentonite Backfill	\$ _____ / Foot
21	Dozer/ Clearing Cost	Cost + _____ %
22	Concrete/Asphalt Patch	\$
23	Traffic Control/ Signs, Barricades, etc.	Cost + _____ %
24	All Other Outside Expenses	Cost + _____ %

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	\$ _____ /Day
26	Laptop Computer Rental (w/ Printer)	\$ _____ /Wk
27	Laptop Computer Rental (w/ Printer)	\$ _____ /Mo.
28	Concrete Beam Breaker	\$ _____ /Day
29	Concrete Beam Breaker	\$ _____ /Wk
30	Concrete Beam Breaker	\$ _____ /Mo.
31	Vacuum Extractor	\$ _____ /Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + _____ %
TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	\$ _____ Hr
Tex-103-E	Determination of Moisture Content is Soil Material	\$ _____ Ea
Tex-104-E	Determination of Liquid Limit of Soils	\$ _____ Ea
Tex-105-E	Determination of Plastic Limit of Soils	\$ _____ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	\$ _____ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	\$ _____ Ea
Tex-108-E	Determination of Specific Gravity of Soils	\$ _____ Ea
Tex-110-E	Part I Sieves thru 40	\$ _____ Ea
	Part II Sieves thru 200	\$ _____ Ea
	Additional Sieves	\$ _____ Ea
Tex-111-E	Minus 200 Sieve Analysis	\$ _____ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	\$ _____ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	\$ _____ Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	\$ _____ Ea
	Disturbed Soils and Base Materials (Part II)	\$ _____ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	\$ _____ Ea
Tex-128-E	Determination of Soil pH	\$ _____ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	\$ _____ Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	\$ _____ Ea

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

	Sieve Analysis of Fine and Coarse Aggregates (Wet)	\$ _____ Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	\$ _____ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	\$ _____ Ea
Tex-203-F	Sand Equivalent Test	\$ _____ Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	\$ _____ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	\$ _____ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	\$ _____ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	\$ _____ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	\$ _____ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	\$ _____ Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	\$ _____ Ea \$ _____ Ea
Tex-224-F	Determination of Falkiness index	\$ _____ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	\$ _____ Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	\$ _____ Ea \$ _____ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	\$ _____ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	\$ _____ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	\$ _____ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	\$ _____ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	\$ _____ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	\$ _____ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	\$ _____ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	\$ _____ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	\$ _____ Ea

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	\$ _____ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	\$ _____ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	\$ _____ Ea
Tex-460-A	Determination of Crushed Face Particle Count	\$ _____ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	\$ _____ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	\$ _____ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

EXHIBIT “B”

EVALUATION CRITERIA & EVALUATION FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "B"
Evaluation Criteria and Form
Hidalgo County-
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"
 Evaluation Criteria and Form
 Hidalgo County-
 (Including all funding sources, programs, and entities)
 "Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
 RFQ NO: 2012-003-01-18-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➤ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	TOTAL	=====
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	TOTAL	=====
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	TOTAL	=====
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➤ Demonstrate an understanding of the scope of services	10	
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	TOTAL	=====
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	TOTAL	=====
		TOTAL SCORE:
		=====

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT “C”

INSURANCE REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	INSURERS AFFORDING COVERAGE		
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
			INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PERE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				PER PERSON (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PER PERSONS ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LDC				PRODUCTS - COMP'OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
					AUTO ONLY \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> 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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners=Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners=Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT “D”

CIQ FORM CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

EXHIBIT “E”

PROPOSER’S AFFIDAVIT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, 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 any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__.

VENDOR'S APPLICATION
&
W-9 FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

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.

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:

CERTIFICATION
REGARDING DEBARMENT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

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
- _____ Attachment “A” –Procurement Form –Areas of Specialization
- _____ 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 (1) original, seven (7) copies and two (2) CD’s in PDF format containing a complete copy of Response.

Signature

Date

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

EXHIBIT "B"
Scope of Services

PROJECT: Professional "*Construction Material Testing*" Laboratory Services for: "All Projects in General" (*on an as needed basis*) within Hidalgo County Pct. No. 4

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No. 4** with **Construction Material Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

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

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 4** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 4**.
- Provide accurate and timely reports to **Hidalgo County Precinct No. 4** and all/other recipients as designated by the Precinct.

Engineering Services

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

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 4** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT C
-Laboratory's Contract Rates

EXHIBIT "C"
L&G ENGINEERING LABORATORY, L.L.C.
CONSTRUCTION MATERIALS TESTING
LABORATORY RATES FOR FY 2012-2013

Soils Testing

		FY 2012	FY 2013
Moisture Content Determination	ASTM D2216 - Tex-103-E	\$10.10/Ea.	\$10.25/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$50.84/Ea.	\$51.60/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$50.84/Ea.	\$51.80/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$76.18/Ea.	\$77.32/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$63.57/Ea.	\$64.52/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$63.57/Ea.	\$64.52/Ea.
Lime Series Testing	Tex-112-E	\$513.52/Ea.	\$521.22/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$203.31/Ea.	\$206.35/Ea.
Standard Proctor	ASTM D 698	\$196.83/Ea.	\$199.78/Ea.
Modified Proctor	ASTM D 1557	\$203.25/Ea.	\$206.30/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$22.87/Ea.	\$23.21/Ea.
Determination of Soil pH	Tex-128-E	\$82.62/Ea.	\$83.86/Ea.
Soil-Lime Testing	Tex-121-E	\$152.47/Ea.	\$154.76/Ea.
Resistivity of Soils	Tex-129-E	\$92.42/Ea.	\$93.81/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$57.12/Ea.	\$57.98/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$69.80/Ea.	\$70.15/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	\$12.73/Ea.	\$12.92/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$222.38/Ea.	\$225.72/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$44.46/Ea.	\$45.13/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$69.80/Ea.	\$70.85/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	\$539.89/Ea.	\$547.99/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$63.57/Ea.	\$64.52/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	\$12.67/Ea.	\$12.86/Ea.
*(In Conjunction w/SSD Unit Wt of Aggregates)			
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$69.80/Ea.	\$70.85/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$76.19/Ea.	\$77.33/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$44.46/Ea.	\$45.13/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$15.25/Ea.	\$15.48/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$82.62/Ea.	\$83.86/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	\$no charge	\$no charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$22.82/Ea.	\$23.16/Ea.
Air Content (Volumetric)	ASTM C 173	\$25.40/Ea.	\$25.78/Ea.
Casting of Concrete Cylinders	ASTM C 31	\$no charge	\$no charge
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$15.22/Ea.	\$15.45/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	\$11.49/Ea.	\$11.66/Ea.
Casting of Grout Prisms	ASTM C 1019	\$no charge	\$no charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$31.78/Ea.	\$32.26/Ea.
Casting of Mortar Cubes	ASTM C 780	\$no charge	\$no charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$31.06/Ea.	\$31.53/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	\$222.27/Ea.	\$225.60/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$222.27/Ea.	\$225.60/Ea.

***(In Conjunction w/ Field Inspection)**

L&G Engineering Laboratory
Hidalgo County Pct. #4

Exhibit "C"
Page 1 of 2

Pavement Thickness / Asphalt Quality

FY 2012

FY 2013

Coring – ACP Thickness	ASTM D 3549	\$63.57/Ea.	\$64.52/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	\$84.58/Ea.	\$85.85/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	\$69.85/Ea.	\$70.90/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$222.33Ea.	\$225.66Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	\$38.12/Ea.	\$38.69/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	\$82.62/Ea.	\$83.86/Ea.

Pavement Investigation

FY 2012

FY 2013

Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index		\$476.33/Ea.	\$483.47/Ea.
---	--	--------------	--------------

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

<u>Personnel:</u>	Engineer (Principal).....	\$152.47/Hr.	\$154.76/Hr.
	Engineering Specialist.....	\$114.30/Hr.	\$116.01/Hr.
	Technician (Soils).....	\$45.75/Hr.	\$46.44/Hr.
	Technician (Concrete).....	\$58.41/Hr.	\$59.29/Hr.
	Technician (Asphalt).....	\$58.41/Hr.	\$59.29/Hr.

Engineering Review, Evaluation, Management & Administration

FY 2012

FY 2013

Test Report.....	\$22.56/Ea.	\$22.90/Ea.
------------------	-------------	-------------

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

<u>Expenses:</u>	Mileage.....	.50/Mi.	.51/Mi.
-------------------------	--------------	---------	---------

All other project specific, third-party costs will be charged at cost plus 10 percent. Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent pcr annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this Work Authorization No. ____.

**HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ (approval date) _____ as indicated below and effective as of _____ day of _____, 2012.

**THE LABORATORY:
L & G ENGINEERING LABORATORY LLC**

**THE OWNER:
HIDALGO COUNTY**

By:

By: Ramon Garcia, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING
SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ 2011 concerning Laboratoring for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the **Agreement** to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY: _____

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY**

BY: _____

Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 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 Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423		FAX (A/C, No): 956871286
	E-MAIL ADDRESS:		
INSURED L & G Engineering Laboratory LLC, 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Landmark American Insurance Com		33138
	INSURER B : Texas Mutual Insurance Company		22945
	INSURER C : Hartford Casualty Ins Co		29424
	INSURER D :		NAIC #
	INSURER E :		NAIC #
INSURER F :		NAIC #	

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/IPD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	65UENKN4458	07/19/2011	07/19/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	TSF00010203000	07/23/2011	07/23/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							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

CANCELLATION

Hidalgo County Purchasing
 Dept/Marth L Salazar, CPPB
 2812 S Business Hwy 281
 Edinburg, TX 78539

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

AUTHORIZED REPRESENTATIVE

APPROVED

AI-32628

15. A. 6.

CC REGULAR

Meeting

Date:

06/12/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

✓ Requesting approval of a professional engineering services agreement with L&G ENGINEERING LABORATORY, LLC d/b/a L&G ENGINEERS, INC. for the purposes of "Construction Material Testing" in connection to the "HIDALGO COUNTY PRECINCT NO. 4 PROJECTS" (on an as needed basis).

BACKGROUND

Contract# C-12-122-06-12-L&G Engineering Laboratory-"CMT" Services (on call)

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Contract#C-12-122-06-12-L&G Eng Lab (on call) Pct 4

emial apprvd by legal-contract

email apprvd rates-by Raul Sesin

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/07/2012 11:53 AM
Budget & Management	Ivan Cantu	06/07/2012 12:36 PM
Auditor's Office	Arcilia Duran	06/08/2012 04:53 PM
Form Started By: Letty Saenz		Started On: 05/30/2012 03:44 PM
Final Approval Date: 06/08/2012		



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
June 12, 2012
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 at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. ✓ **Roll Call** - *2 Comm. Palacios + Judge*
- 2. ✓ **Pledge of Allegiance**
- 3. ✓ **Prayer**
- 4. ✓ **Approval of Consent Agenda** - *all approved except 9.G(1)*

5. Executive Officer - Valde Guerra:

- A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
- 2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

✓ **B. AI-32695** Request by Texas Alcoholic Beverage Commission to use the "M" Rd. Facility for firearms familiarization course on Saturday, June 16, 2012 from 1-5pm

✓ **C. AI-32730** Elections Department:
Requesting approval to advertise/hire for the following:

Position	Slot #	Grade
Voter Registration Specialist <i>I</i>	0022	<i>5</i>

✓ **D. AI-32733** Purchasing Department:
Requesting approval to advertise/hire for the following:

Position	Slot #	Grade
Buyer II	0016	9

system being installed (83 days) and another (10) due to inclement weather, with authority for County Judge or Court Member to execute document.

15. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

- 1. Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
- 2. Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
 - a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
 - b) Construction of additional pod(s)
 - c) Selection and engagement of an architect for the construction of additional pods
- 3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
 - a) Renovations of administration building
 - b) Other ongoing county owned building construction, renovation repair projects
 - c) Emergency situations occurring since last agenda meeting
- ④ AI-32750**
 - a. Presentation of correspondence from vendor, Bouganvilias Construction, for Commissioner's Court to permit/approve the withdrawals of the bid submitted for the construction of a new Constable, Pct. #1 building/offices; and, if approved,
 - b. Discussion and action in connection with County's options to possibly retain Bid Bond (5% of vendor's bid amount) from Bouganvilias Construction, if applicable and feasible;
 - c. Presentation of bids received for the purposes of award the base bid to the

lowest responsive responsible bidders for the following projects:

	Project No.	Description	Bid Award Recommended Vendor	Bid Amount	Recommendation by:
A.	2012-028-05-09-MSS	Hidalgo County - Construction of New Constable Precinct No. 1 Offices	Holchemont, LTD	\$724,000.00	Project Architect: Alcocer Garcia Associates, Inc. Construction Manager: G.A.S. Enterprises, Inc.
B.	2012-028A-05-09-MSS	Hidalgo County - Construction of New Constable Precinct No. 1 Offices- Parking Lot and Off-Site Drainage	FJW Construction	\$431,513.25	Project Engineer: Guzman and Munoz Engineering and Surveying, Inc. Construction Manager: G.A.S. Enterprises, Inc.

5. AI-32466 a. Approval to rescind action taken by Commissioners Court on May 8, 2012 on Agenda Item #32015 for the approval of an "Amendment" to Contract #C-12-008A-03-20-MEG-Printing Services And Related Supplies (approved by CC 03/20/12); and

b. Acceptance and approval of the revised "Amendment" to Contract #C-12-008A-03-20-MEG-Printing Services And Related Supplies, so as to proceed with the execution of the contract including the revised amendment.

6. AI-32628 **APPROVED** Requesting approval of a professional engineering services agreement with L&G ENGINEERING LABORATORY, LLC d/b/a L&G ENGINEERS, INC. for the purposes of "Construction Material Testing" in connection to the "HIDALGO COUNTY PRECINCT NO. 4 PROJECTS" (on an as needed basis).

7. AI-32633 Approval to re-state agreement between Lexis Nexis and Hidalgo County Public Defender's Office to incorporate additional access at no additional cost.

8. AI-32757 As requested by County Judge's Office and pursuant to Article 3.02, requesting an additional extension (to 7-31-12), for the current agreement between Hidalgo County and Paul Vazaldua, d/b/a, Vazaludua and Associates for Consulting



County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JULY 17, 2012
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV.: 1025-03, CONTRACT #C-11-124A-01-17

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #1025-03 IN THE AMOUNT OF \$3,994.49 FOR MODERN TECHNOLOGY-MODERN ENVIROMENT BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #670955, ACCOUNT: 2-1100-432-00-124-001-0-334

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS:

Inv. # 1025-03
P.O. 670955

HPCT4 Incinerator

OFFICE DEPOT STORE 468
1737 S. STAPLES ST
CORPUS CHRISTI, TX 78404
(361) 879-0960

06/17/2012 12.2 5:45 PM
STR 468 REG21 TRN 2317 EMP 1111

SALE

Product ID	Description	Total
163061	Impression, BWS	
65 @ 0.10		6.50
	You Pay	6.50SS
224111	Impression, Clr	
2 @ 0.49		0.98
	You Pay	0.98SS
Sales Tax:		0.62
	Total	8.10
MasterCard 8003		8.10

null
Ready to get Rewarded faster? To receive Rewards electronically update your member profile online at www.myworkliferewards.com
Shop online at www.officedepot.com



22VTPU5UU435B88MRL

Copy & Print Depot

Your partner in PRINTING & SHIPPING solutions.

HPCT4 incinerator

OFFICE DEPOT STORE 468
1737 S. STAPLES ST
CORPUS CHRISTI, TX 78404
(361) 879-0960

06/17/2012 12.2 5:47 PM
STR 468 REG1 TRN 5781 EMP 29874

SALE

Product ID	Description	Total
913048	BINDER, WJ, PRM,	8.49 SS
139179	divider, durbl,	5.79 SS
	Subtotal	14.28
Sales Tax:		1.18
	Total	15.46
MasterCard 8003		15.46

HUDGINS, GEORGE 1506810041
Ready to get Rewarded faster? To receive Rewards electronically update your member profile online at www.myworkliferewards.com

Shop online at www.officedepot.com



22VT3U5P6435Y88ER

MIDALGO COUNTY PCT.#4
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JUL 12 2012

EDINBURG, TEXAS 78542

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Thanks for shopping at Office Depot

Project Time Sheet


Project: Hidalgo County Pct 4. Incinerator Permit Application

Project No.: 1025

Month: May -June 2012

Date	Senior Engineer, P.E.	Engineering Assistant	Engineering Technician	Draftsperson/ CAD	Word Processor/ Project Support
05/23/12	6.5				
June					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12		5.0			
13					
14					
15	1.0				
16					
17	10.0				
18	1.0				
19	1.5				
20	11.0				
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

Total	31.0	5.0	0.0	0.0	0.0
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Signed: 

HIDALGO COUNTY PCT.#4
 RECEIVED BY
JUL 12 2012
 EDINBURG, TEXAS 78542

Attachment 1
Modern Technology – Modern Environment
Rate Schedule for Incinerator Registration
As of January 2011

GENERAL DESCRIPTION	HOURLY BILLING RATES
Senior Engineer, P.E.	\$110.00
Engineering Assistant	\$75.00
Engineering Technician	\$60.00
Draftsperson/CAD	\$50.00
Word Processor/Project Support	\$35.00
Vehicle mileage rate	\$0.51 or current Comptroller's rate
Project Expenses	At cost

The above rates include all employees' wages, payroll burdens, overhead, and profit. Client is charged for time actually spent on the project. Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.

Modern Technology – Modern Environment
 548 Naples St. Corpus Christi, TX 78404 (361) 533-7102

MIDALGO COUNTY PCT.#4
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 BY

JUL 12 2012

EDINBURG, TEXAS 78542



Purchase Order

COUNTY OF HIDALGO

PO#: 670955

DATE: 02/13/12

Page No 1 Of 2

VENDOR: 391204 REQ:00210065
 FAX (361)882-6282 Email:MITCH@MTMETEX.COM
 Phone:(361)533-7102
 MODERN TECHNOLOGY-MODERN ENVIRONMENT
 548 NAPLES ST.
 CORPUS CHRISTI TX 78404

BUYER:
 SHIP TO: HIDALGO CO. PCT 4
 1051 N. DOOLITTLE
 EDINBURG TX 78542

Vendor Acct:

CONTACT:
 SITE: COMMISSIONER, PRECINCT 4
 Contract No: C-11-124A-01-17

Special Instructions:

PCT. REQ.# 0150

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	LOT	<p>DO NOT DUPLICATE ORDER <i>Inv. 1025-02</i></p> <p>AS PER CONTRACT C-11-124A-01-17 (ONE YEAR OR UPON COMPLETION OF PROJECT)</p> <p>CC ENGINEERING SERVICIES FOR THE : "APPLICATION AND IMPLEMENTAITON OF TCEQ INCINERATOR PERMIT THAT MEETS STATE AND FEDERAL MANDATES."</p> <p>REVISED PROPOSAL AND "BEST AND FINAL OFFER" FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO AIR PERMITTING FOR S-327 AIR CURTAIN INCINERATOR MEETING STATE AND FEDERAL REQUIREMENTS, HIDALGO COUNTY PRECINCT 4</p> <p>THIS SCOPE OF WORK AND COST PROPOSAL IS SUBMITTED AS REQUESTED SUBSEQUENT TO RFQ NO 2011-001-01-05YSI, EXCEPT THAT AN AIR PERMIT BY RULE APPLICATION WILL BE SUBMITTED INSTEAD OF A NEW SOURCE REVIEW APPLICATION.</p> <p>THE SCOPE INCLUDES:</p> <ol style="list-style-type: none"> 1) REVIEW CURRENT APPLICABLE REGULATIONS, INCLUDING CONTACT WITH TCEQ AIR PERMITS SECTION PERSONNEL. 2) PREPARE TCEQ FORM PI-7 (REGISTRATION FOR PERMIT BY RULE) AND THE SUPPORTING DOCUMENTATION AND FEDERAL TITLE V AUTHORIZATION THROUGH APPLICATION FOR GENERAL OPERATION PERMIT NO 518 FOR AIR-CURTAON INCINERATORS. 3) SUBMIT THE APPLICATION TO TCEQ AND OTHER REQUIRED RECIPIENTS FOLLOWING SIGNATURE BY THE RESPONSIBLE COUNTY REPRESENTATIVE, THE APPLICATION FEE IS INCLUDED. 4) RESPOND TO TCEQ COMMENTS AND / OR REQUESTS FOR 	22,900.00	22,900.00

Authorized by: Martha L. Salazar *mls*



Purchase Order

COUNTY OF HIDALGO

PO#: 670955

DATE: 02/13/12

Page No 2 Of 2

VENDOR: 391204 REQ:00210065
 FAX (361)882-6282 Email:MITCH@MTMETEX.COM
 Phone:(361)533-7102

BUYER:
 SHIP TO: HIDALGO CO. PCT 4
 1051 N. DOOLITTLE
 EDINBURG TX 78542

MODERN TECHNOLOGY-MODERN ENVIRONMENT
 548 NAPLES ST.
 CORPUS CHRISTI TX 78404

Vendor Acct.

CONTACT:
 SITE: COMMISSIONER, PRECINCT 4
 Contract No: C-11-124A-01-17

Special Instructions:

PCT. REQ.# 0150

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5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SUPPORTING DOCUMENTATION. <i>Inv. # 1025.02</i> 5) PREPARE PUBLIC NOTICE FOR PUBLICATION (IF REQUIRED) 6) PREPARE FORMS NECESSARY FOR DOCUMENTATION OF INCINERATOR OPERATIONS. 7) TRAIN PERSONNEL WHO WILL OPERATE AND SUPERVISE THE INCINERATOR ON THE USE OF THE FORMS. 8) OBSERVE AND DOCUMENT THE OPACITY OF THE SMOKE FROM THE INCINERATOR AS REQUIRED BY TCEQ (ONE EVENT). INITIAL AND THEN ANNUAL MONITORING IS TYPICALLY REQUIRED. AN ACCREDITED AUDIT SAMPLER WILL BE UTILIZED FOR THE EVENT. 9) ADDITIONAL SUPPORT THAT IS REQUESTED BY PRECINCT 4 WHILE WITHIN THE APPROVED BUDGET. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		22,900.00
		***** For Hidalgo County use only 2-1100-432-00-124-001-0-334		22,900.00
		Approved _____		

Authorized by: _____

Marta L. Salazar

AI-33308

Purchasing Department 19. E. 1.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Agapio Vargas Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute a professional engineering services agreement # C-CAP-12-194-07-10 for the provision of construction materials testing services for Pct No. 1's Border Colonia Round III with L & G Engineering & Laboratory as authorized and approved for negotiations by CC on 07/10/12;

b. Requesting approval of Work Authorization No. 1 for contract # C-CAP-12-194-07-10 (with L & G Engineering & Laboratory) with a proposed fee of \$2,732.98 to provide construction materials testing services for Pct No. 1's Border Colonia Round III La Milpa Subdivision Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1312-431-00-121-388-0-339

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 7-27-12.

Attachments

cmt wal lng pc1

cmt agrmnt lng pc1

legal aprvl of agrmnt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:06 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:08 PM
Ivan Cantu	Ivan Cantu	07/27/2012 01:16 PM
Auditor's Office	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Yvette Islas		Started On: 07/18/2012 11:30 AM
	Final Approval Date: 07/27/2012	

HIDALGO COUNTY
Professional Engineering Services
Contract # C-CAP-12-194-07-10
Work Authorization Form

WORK AUTHORIZATION NO. 01

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for La Milpa Subdivision - Colonia Access Program Project in Hidalgo County Precinct No. One (1).

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 2,732.98 . This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.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 or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

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

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

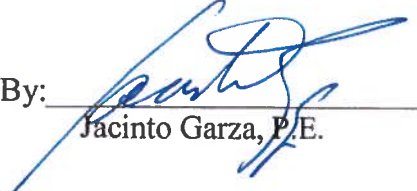
BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 20__.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY

By:  _____
Jacinto Garza, P.E.

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

EXHIBIT “A”

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory’s request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

- 1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide environmental studies as may be necessary to complete a project.
- 4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- 7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- 1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement condition studies.
- 7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

- 2) Consult and advise with the OWNER during construction.
- 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

ATTACHMENT "C"
Work Schedule

PROJECT: La Milpa Subdivison - Colonia Access Program Project in Hidalgo County
Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. No. 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-12-194-07-10**.

ATTACHMENT "D"
Cost Proposal

PROJECT: Colonia Access Program Project in Hidalgo County Precinct No. One (1).

Contract # C-CAP-12-194-07-10

Colonia Name

La Milpa Subdv. **\$2,732.98**

Total **\$2,732.98**

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-CAP-12-194-07-10

THIS AGREEMENT is made effective the 31 day of July, 2012 by and between **HIDALGO COUNTY, TEXAS**, (“County”) **PRECINCT NO. 1** and **L&G ENGINEERING LABORATORY, LLC** of Mercedes, a Texas Corporation (“Laboratory”).

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the “Services”) for its Colonia Access Program projects;

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the “Texas Professional Services Procurement Act”), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County **Precinct No. 1**, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit “A” attached hereto and entitled “Services to be Performed by County.” Laboratory agrees to provide to County with the work described in Exhibit “B”, “Services to be Performed by the Laboratory.”

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and
- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. **Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. **Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. **Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. **Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
 Attention: County Judge
 1615 South Closner, Suite J
 Edinburg, Texas 78539

If to Laboratory: L&G Engineering Laboratory, LLC
 Attn: Mr. Jacinto Garza, P.E., President
 2100 W. Expressway 83
 Mercedes, Texas 78570

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

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

27. **Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

29. **Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

L&G ENGINEERING LABORATORY, LLC

By: _____

Printed Name Jacinto Garza, P.E.

Title: President / CEO

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the County
- EXHIBIT B** -Scope of Services to be provided by the Laboratory
- EXHIBIT C** -Laboratory's Rates
- EXHIBIT D** -Work Authorization Form
- EXHIBIT E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT “A”

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory’s request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT “B”

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No. 1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

- 1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide environmental studies as may be necessary to complete a project.
- 4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- 7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- 1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement condition studies.
- 7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

- construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the OWNER during construction.
 - 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
 - 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
 - 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
 - 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT “C”

LABORATORY’S RATES

Exhibit "C"
Engineer's Rates
SCHEDULE OF FEES
CONSTRUCTION MATERIAL TESTING SERVICES 2012-2013
TEXAS DEPARTMENT OF TRANSPORTATION- COLONIA ACCESS PROGRAM
PROJECTS

FY 2012/2013

Soils Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	\$8.25/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$43.85/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$43.85/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$49.35/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$54.85/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$54.85/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$175.45/Ea.
Standard Proctor	ASTM D 698	\$164.55/Ea.
Modified Proctor	ASTM D 1557	\$175.45/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$19.75/Ea.
Determination of Soil pH	Tex-128-E	\$71.30/Ea.
Soil-Lime Testing	Tex-121-E	\$109.70/Ea.
Resistivity of Soils	Tex-129-E	\$93.20/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$49.35/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$60.30/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$191.95/Ea.

Coarse and Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$38.40/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$71.30/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$54.85/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*\$13.15/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)		
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$60.30/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$71.30/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$38.40/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$13.15/Ea.

Concrete and Masonry Field and Laboratory Testing

Slump Test	Tex-415-A	\$16.45/Ea.
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$19.75/Ea.
Air Content (Volumetric)	ASTM C 173	\$21.95/Ea.
Casting of Concrete Cylinders	ASTM C 31	\$10.95/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$13.15/Ea.
Specimen Prep./Hold/Cure	ASTM C 192	\$7.65/Ea.

Pavement Thickness / Asphalt Quality

Coring – ACP Thickness	ASTM D 3549	\$32.95/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	\$27.45/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	\$93.20/Ea.

Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$191.85/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	\$32.85/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-530-C	\$82.20/Ea.

<u>Personnel:</u>	Engineer (Staff)	\$139.15/hr.
	Engineering Specialist.....	\$60.30/hr.
	Technician (Logger).....	\$44.95/hr.
	Technician (Concrete).....	\$44.95/hr.
	Technician (Asphalt).....	\$44.95/hr.
	Clerical (Adminst.-Reports).....	\$43.85/hr.
	Technician (CAD).....	\$36.20/hr.

Services provided on Saturday, Sunday and all work in excess of “normal” work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during “normal” working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

<u>Expenses:</u>	Mileage.....	0.488/mi
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All other project specific, third-party costs will be charged at cost plus 10 percent. Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

EXHIBIT “D”

WORK AUTHORIZATION FORM

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. _____ Commissioner _____ as to content and detail of this Work Authorization No. _____.

HIDALGO COUNTY

COMMISSIONER PRECINCT No. _____:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ (DATE) as indicated below and effective as of _____ day of _____, 20____.

THE LABORATORY:

Millennium Engineer Group, Inc.

By: _____

Print Name

THE OWNER:

HIDALGO COUNTY

By: Ramon Garcia, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

EXHIBIT “E”

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner's Court, hereinafter called the "Owner", and L&G Engineering Laboratory, LLC., hereinafter called the "Laboratory".

WITNESSETH

WHEREAS, the Owner and the Laboratory executed the Agreement on the _____ day of _____ 20__ concerning Laboratory for _____ (hereinafter referred to as the "Project"); and,

WHEREAS, Paragraph ___ of the Agreement, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the Owner and the Laboratory agree that said Agreement is amended as follows:

I. Paragraph ___ of the Agreement, (paragraph title), is revised to _____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY: _____

Address for Giving Notices:

THE OWNER:

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT “F”

**CERTIFICATES OF
INSURANCE**

EXHIBIT “A-1”

**REQUEST FOR
QUALIFICATIONS (RFQ)
PROCUREMENT PACKET**



Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)

Request for Qualifications (RFQ)-*“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”*

RFQ NO: 2012-003-01-18-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet. All forms must be properly completed and submitted 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/sma

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

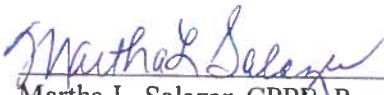
REQUEST FOR QUALIFICATIONS (RFQ)
TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA



REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

*“Professional Engineering Services-Geotechnical and Construction
Materials Testing Pool”*

RFQ NO: 2012-003-01-18-SMA

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing 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-2012-003-01-18-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing 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 Engineering Services-Geotechnical and Construction Materials Testing 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 78539—Hidalgo 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 Engineering Services-Geotechnical and Construction Materials Testing 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

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

*“Professional Engineering Services-Geotechnical and Construction
Materials Testing Pool”*

RFQ NO: 2012-003-01-18-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL**" **RFQ NO: 2012-003-01-18-SMA** 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 RFQs should 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 or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (“the CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER’S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer’s Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer’s Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

NON-DISCRIMINATION:

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:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFO’s:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:

Hidalgo County reserves the right, in case of respondent 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)292-7612 or via e-mail to sandra.montalvo@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 respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm’s project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories may (Refer to Exhibit “C”) add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the “Projects”. **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

- a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
- b) Ability to perform Environmental Services
- c) Ability to perform Soil Density Testing

- d) Ability to perform Surveying and Sampling Soils
- e) Ability to perform Materials Testing (Asphaltic and Concrete)
- f) Ability to perform Material Testing and Laboratory Analysis
- g) Ability to perform Hot Mix Plant Inspections and Testing
- h) Ability to perform Transportation Foundation Studies
- i) Ability to perform Building Foundation Studies
- j) Ability to perform Professional Liability Insurance for \$1 Million Dollars without limiting liability to Professional Fees
- k) Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, 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) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT - "A"

SCHEDULE OF SERVICES and RELATED FEE'S

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

****This form is merely to be used as a guide for the used post ranking by commissioners' court only**
Refer back to requirements page 8, negotiations process**

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	\$ _____ / Hour
02	Surveying and Sampling Soils for Highways	\$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	\$ _____ / Hour
04	HMA Level 1-A Certified Technician	\$ _____ / Hour
05	HMA Level 1-B Certified Technician	\$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	\$ _____ / Hour
07	ACI Certified Field Grade II Technician	\$ _____ / Hour
08	Geotechnical Engineer, P.E.	\$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	\$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	\$ _____ / Hour
11	Logger (In Conjunction with Engineer)	\$ _____ / Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	\$ _____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	\$ _____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + _____ %
15	Barge Mobilization and Rental	Cost + _____ %
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	\$ _____ / Foot
17	Borings in Soft Rock	\$ _____ / Foot
18	Rock Coring	\$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	\$ _____ / Foot
20	Grout/ Bentonite Backfill	\$ _____ / Foot
21	Dozer/ Clearing Cost	Cost + _____ %
22	Concrete/Asphalt Patch	\$
23	Traffic Control/ Signs, Barricades, etc.	Cost + _____ %
24	All Other Outside Expenses	Cost + _____ %

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	\$ _____ /Day
26	Laptop Computer Rental (w/ Printer)	\$ _____ /Wk
27	Laptop Computer Rental (w/ Printer)	\$ _____ /Mo.
28	Concrete Beam Breaker	\$ _____ /Day
29	Concrete Beam Breaker	\$ _____ /Wk
30	Concrete Beam Breaker	\$ _____ /Mo.
31	Vacuum Extractor	\$ _____ /Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + _____ %
TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	\$ _____ Hr
Tex-103-E	Determination of Moisture Content in Soil Material	\$ _____ Ea
Tex-104-E	Determination of Liquid Limit of Soils	\$ _____ Ea
Tex-105-E	Determination of Plastic Limit of Soils	\$ _____ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	\$ _____ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	\$ _____ Ea
Tex-108-E	Determination of Specific Gravity of Soils	\$ _____ Ea
Tex-110-E	Part I Sieves thru 40	\$ _____ Ea
	Part II Sieves thru 200	\$ _____ Ea
	Additional Sieves	\$ _____ Ea
Tex-111-E	Minus 200 Sieve Analysis	\$ _____ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	\$ _____ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	\$ _____ Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	\$ _____ Ea
	Disturbed Soils and Base Materials (Part II)	\$ _____ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	\$ _____ Ea
Tex-128-E	Determination of Soil pH	\$ _____ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	\$ _____ Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	\$ _____ Ea

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

	Sieve Analysis of Fine and Coarse Aggregates (Wet)	\$ _____ Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	\$ _____ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	\$ _____ Ea
Tex-203-F	Sand Equivalent Test	\$ _____ Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	\$ _____ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	\$ _____ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	\$ _____ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	\$ _____ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	\$ _____ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	\$ _____ Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	\$ _____ Ea \$ _____ Ea
Tex-224-F	Determination of Falkiness index	\$ _____ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	\$ _____ Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	\$ _____ Ea \$ _____ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	\$ _____ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	\$ _____ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	\$ _____ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	\$ _____ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	\$ _____ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	\$ _____ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	\$ _____ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	\$ _____ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	\$ _____ Ea

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	\$ _____ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	\$ _____ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	\$ _____ Ea
Tex-460-A	Determination of Crushed Face Particle Count	\$ _____ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	\$ _____ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	\$ _____ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

EXHIBIT “B”

EVALUATION CRITERIA & EVALUATION FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "B"
Evaluation Criteria and Form
Hidalgo County-
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"
 Evaluation Criteria and Form
 Hidalgo County-
 (Including all funding sources, programs, and entities)
 "Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
 RFQ NO: 2012-003-01-18-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➤ Provide information on their proposed professional team members	10	
➤ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➤ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	TOTAL	=====
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	TOTAL	=====
3) METHODOLOGY (20 points maximum)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	TOTAL	=====
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➤ Demonstrate an understanding of the scope of services	10	
➤ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	TOTAL	=====
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➤ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	TOTAL	=====
		TOTAL SCORE:
		=====

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT “C”

INSURANCE REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	INSURERS AFFORDING COVERAGE		
	INSURER A.		
	INSURER B.		
	INSURER C.		
	INSURER D.		
			INSURER E.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERSONAL AND ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMM'OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY EA ACCIDENT \$
<input type="checkbox"/> NON OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG \$	
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
C	EXCESS LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> 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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE	

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners=Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners=Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT “D”

CIQ FORM CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

EXHIBIT “E”

PROPOSER’S AFFIDAVIT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County 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____.

VENDOR'S APPLICATION
&
W-9 FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table>										
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table>										

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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.

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: _____

CERTIFICATION
REGARDING DEBARMENT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services-Geotechnical and Construction Materials Testing Pool”

RFQ NO: 2012-003-01-18-SMA

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
- _____ Attachment “A” –Procurement Form –Areas of Specialization
- _____ 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 (1) original, seven (7) copies and two (2) CD’s in PDF format containing a complete copy of Response.

Signature

Date

From: [Martha Salazar](#)
To: ["Yvette Islas"](#)
Subject: FW: Ing agmrnt cmt
Date: Friday, July 20, 2012 11:13:07 AM
Importance: High

WOWWWW! Score one for you.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, July 20, 2012 10:14 AM
To: 'Martha Salazar'
Subject: RE: Ing agmrnt cmt

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, July 20, 2012 9:36 AM
To: scrain@atlashall.com
Cc: 'Yvette Islas'
Subject: FW: Ing agmrnt cmt
Importance: High

Mr. Crain:
Agreement with updated insurance. Please review and comment as to form.
Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Friday, July 20, 2012 8:23 AM
To: 'Martha Salazar'
Subject: RE: Ing agmrnt cmt

Updated insurance attached, please have legal review.

Thanks,
Yvette S. Islas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 19, 2012 4:04 PM
To: 'Yvette Islas'
Subject: FW: Ing agmrnt cmt

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Thursday, July 19, 2012 12:06 PM
To: 'Martha Salazar'
Subject: RE: Ing agmrnt cmt

OK

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Thursday, July 19, 2012 10:53 AM
To: scrain@atlashall.com
Cc: 'Yvette Islas'
Subject: FW: Ing agmrnt cmt
Importance: High

Mr. Crain:
As soon as we received updated insurance, we will re-submit.
Marty

From: Yvette Islas [<mailto:yvette.islas@co.hidalgo.tx.us>]
Sent: Thursday, July 19, 2012 10:04 AM
To: 'Martha Salazar'
Subject: RE: Ing agmrnt cmt

I will forward them as soon as L&G gets it to me, they are working on it now.
y

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Wednesday, July 18, 2012 5:40 PM
To: 'Yvette Islas'
Subject: FW: Ing agmrnt cmt

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Wednesday, July 18, 2012 5:05 PM
To: 'Martha Salazar'
Subject: RE: Ing agmrnt cmt

Most of the insurances expire tomorrow.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Wednesday, July 18, 2012 4:43 PM
To: scrain@atlashall.com
Cc: 'Yvette Islas'
Subject: FW: Ing agmrnt cmt
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Yvette Islas [<mailto:yvette.islas@co.hidalgo.tx.us>]
Sent: Wednesday, July 18, 2012 2:45 PM
To: 'Martha Salazar'
Subject: Ing agmrnt cmt

Ms. Marty,

Please have this reviewed by legal for ai on 07.31.12, thanks.

Yvette S. Islas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

AI-33314

Purchasing Department 19. F. 1.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Agapito Vargas Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of “Supplemental Agreement No. 4” to C-CAP-08-029B-11-12 between Hidalgo County and DOS Logistics, Inc., Inc. to revise “Exhibit D1” resulting in an increase of \$4,500.00 in the estimated amount;

b. Requesting approval of Amendment No. 1 to Work Authorization No. 3 with DOS Logistics, Inc. to Replace Exhibit D1 with Revised Exhibit D1 Revised (07.12) resulting in an increase of \$4,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-262-0-731

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

BUDGETARY IMPACT:

Req#216826 for \$18,371.67 is pending approval from purchasing (see internal comments).

Attachments

supl 4 DOS

amnd 1 to wa3 DOS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:13 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:44 PM
Roland Garcia	Rolando Garcia	07/27/2012 10:52 AM
Yvette Islas	Yvette Islas	07/27/2012 11:21 AM
Roland Garcia	Rolando Garcia	07/27/2012 11:34 AM
Auditor's Office	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Yvette Islas		Started On: 07/18/2012 01:59 PM
	Final Approval Date: 07/27/2012	

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-029B-11-12
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 4
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 **DOS Logistics, Inc.**, Professional Engineers of, Weslaco, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **12th** day of **November, 2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number **2** (hereinafter referred to as the “**Project**”); and,

WHEREAS, Supplemental Agreement No. 3 established that the Estimated Cost is \$64,588.55,

WHEREAS, it has become necessary to amend the Agreement to increase the amount to \$69,088.55.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I.** Exhibit D1 of the Agreement is REVISED (07.12) to increase the amount to \$69,088.55.

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 July 31, 2012.

**THE ENGINEER:
DOS LOGISTICS, INC.**

BY: _____
Eric Ybarra, President

Address for Giving Notices:
1002 E Expwy 83
Weslaco, Texas 78596

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Ramon Garcia, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT “D1”

REVISED (07.12)

Fee Breakdown

For and in consideration of the **Services** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	\$69,088.55
Basic Engineering	=	8.5% of the Services Fee
Design Surveys	=	2.5% of the Services Fee

AMENDMENT NO.1 TO
WORK AUTHORIZATION No. 3
Contract No. C-CAP-08-029B-11-12

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

THIS **AMENDMENT** to the EXHIBIT “D1” Revised (07.12) of Work Authorization No. 3 of the contract between DOS Logistics, Inc. (the “Engineer”) and HIDALGO COUNTY (the “County”) effective the 31st day of July, 2012, is made between the Engineer and the County, (the “Amendment”) as follows:

WHEREAS, **County** and the **Engineer** entered into an Agreement on November 12, 2008, in which the Engineer agreed to professional engineering services for Esperanza Estates Subdivision, a Pct No.2 3rd Call Colonia Access Program project.

WHEREAS, the parties now desire to amend the estimated amount.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Authorization Exhibit “D1” Revised (07.12), Engineer and County hereby agree to the following Amendment to the Agreement Exhibit “D1” Revised (07.12);

OWNER and ENGINEER agree to the following amendment to Work Authorization No. 3 as follows:

- I. Replace Exhibit “D1” Revised with the attached Exhibit “D1” Revised (07.12).
- II. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Engineer and County ratify and confirm the terms and provisions of the Agreement as amended.

IN WITNESS WHEREOF, the ENGINEER and the OWNER have caused this Supplemental Agreement to Work Authorization No. 3 for Engineering Services to be executed as of the 31st day of July, 2012.

THE ENGINEER:
DOS LOGISTICS, INC.

BY: _____
Eric Ybarra, President

Address for Giving Notices:
1002 E Expwy 83
Weslaco, Texas 78596

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

EXHIBIT “D1”

REVISED (07.12)

Fee Breakdown

For and in consideration of the **Services** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in this Agreement, and as more particularly identified as follows:

Basic Service Fees = \$18,371.067

Breakdown:

Colonia Name

Esperanza Estates (Reconstruction)		
	Engineering/Inspection	: \$ 13,871.67
	Construction Staking	: \$ 4,500.00

AI-33288

Purchasing Department 19. G. 1.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Agapito Vargas Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for (after the contract was made for Pct. #3-BCAP contract #C-CAP-12-090-05-29-La Homa Road South-CC-7-10-12) the Precinct Commissioner or designee execute change orders that involve, ...'an increase or decrease in cost of \$50K or LESS...'. "The original contract price may not be decreased by 18% or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

no fiscal impact

Attachments

ai contract approval
262.031

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2012 11:00 AM
Budget & Management	Merlen P. Munoz	07/23/2012 08:57 AM
Perla Lopez	Perla Lopez	07/27/2012 11:09 AM
Auditor's Office	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Yvette Islas		Started On: 07/17/2012 02:07 PM
	Final Approval Date: 07/27/2012	

AI-33009

8. F.

CC CONSENT

Meeting Date: 07/10/2012

Submitted For: Agapito Vargas

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of final construction contract (award by CC 05-29-12) for C-CAP-12-090-05-29 La Homa Road South Subdivision between Hidalgo County and GP7 Construction, LLC in the amount of \$163,402.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1312-431-00-123-385-1-731/733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 6/29/12 are \$200,114.70.

Obj Code 731: \$99,479.70

Obj Code 733: \$100,635.00

Attachments

la homa rd south contract

ai request la homa rd south final contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/28/2012 05:04 PM
Budget & Management	Merlen P. Munoz	06/29/2012 07:58 AM
Perla Lopez	Perla Lopez	06/29/2012 11:06 AM
Auditor's Office	Angela Garcia	07/06/2012 03:39 PM
Form Started By: Yvette Islas		Started On: 06/27/2012 11:22 AM
Final Approval Date: 07/06/2012		

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS.

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of \$50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

AI-33334

Purchasing Department 19. H. 1.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Agapio Vargas Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute a professional engineering contract/agreement (C-CAP-12-129-07-31) for the provision of general engineering services for Pct #4's Border Colonia Round III Projects with DOS Logistics, Inc. as authorized and approved for negotiations by CC on 04/13/12;

b. Acceptance and approval of Work Authorization No. 1 for contract # C-CAP-12-129-07-31 with a proposed fee of \$76,643.73 with DOS Logistics, Inc. to provide Plans, Specifications and Estimate and Construction Inspection for Round 3 BCAP Project to Hidalgo County Precinct No. 4 for various Border Colonia Access Program Round III Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1312-431-00-124-XXX-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 7-27-12 \$76,643.73

Program	Amount
260	\$19,096.80
603	\$57,546.93

Attachments

agmt pc4 dos bcap

legals aprv on agmnt

wal pc4 dos

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:38 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:45 PM
Manuel Chapa	Manuel Chapa	07/27/2012 09:04 AM
Auditor's Office	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Yvette Islas		Started On: 07/18/2012 04:36 PM
Final Approval Date: 07/27/2012		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-12-129-07-31

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and **DOS Logistics, Inc.** Professional Engineers of **Weslaco, Texas**, hereinafter called the “**Engineer**”.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Round III for **Hidalgo County Precinct 4** hereinafter referred to as the “**Project**”.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in

the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT “A” Services to be Provided by the Owner**, attached hereto and made a part of this Agreement as identified in **EXHIBIT “B”- Services to Provided by the Engineer**, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT “B”**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C” - Work Schedule**, attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate upon completion of all phase completion of improvements (preliminary, design, and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized

by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to

secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount

charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 Basic Services. For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT “B”**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT “B”**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as “**Special Services Fee**”) at the hourly labor rates and non-labor rates (hereinafter referred to as “**Contract Rates**”) specified in **EXHIBIT “D”** - **Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as “**Work Authorization**”) in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as “**Request for Payment**”). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (“**Final Request for Payment**”) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner**

shall pay to the **Engineer** the amount due (“**Final Payment**”) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer’s** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer’s** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer’s** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer’s** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer’s** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer’s** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer’s** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after

completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be

made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT “D”** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the

Owner, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner**

shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer**

regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-

free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment 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 from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be

released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a

need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT “B”** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively “**Indemnitors**”) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner’s** respective directors, elected officials, employees and agents (collectively “**Indemnitees**”) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively “**Liabilities**”) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer’s** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner’s** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**)

each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.

- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (*Hidalgo County Certificate of Insurance*) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT “G”- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration

contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:

**Hidalgo County
Att: Agapito Vargas
301 East State Street
Pharr, Texas 78577**

ENGINEER:

**DOS Logistics, Inc.
Attn: Eric Ybarra, President
212 W 3rd Street
Weslaco, Texas 78596**

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 _____, 2012.

ENGINEER:
DOS Logistics, Inc.

BY: _____
Eric Ybarra, President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: _____ 2012

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the Owner
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -Engineer's Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

EXHIBIT “A”

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General

The Owner will provide to the Engineer the following:

- 1) Authorization to the Engineer to begin work.
- 2) Payment for work performed by the engineer.
- 3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
- 4) Provide any available relevant data that may on file concerning the Project.
- 5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
- 7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
- 8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
- 9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
- 10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
- 11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit “B”

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

- I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION
- II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS
- III. CONSTRUCTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit “C”.
2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXDOT Colonia Projects.
2. Perform interviews and each Precinct County Commissioner and staff to identify “present day” complaints, roadway and drainage histories and preliminary design information for the approved projects.
3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.
6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.
7. Verify FEMA FIRM zones and requirements.
8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.
 - a) Existing and/or proposed right of way lines
 - b) Benchmark data
 - c) Existing and proposed drainage system(s)
 - d) Location and size of utility (plan/profile view)
 - e) Limits of existing casing pipe
 - f) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include:
- 3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-of-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

- 1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
- 2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
- 3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
- 4) Earthwork Quantities – obtained from grading design.
- 5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.
2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.
3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.
5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.
3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.
5. The Engineer will coordinate and conduct a pre-construction conference.
6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
 - a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.
 - b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.
 - b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.
11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT “C”

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"
CONTRACT RATE SCHEDULE

DOS LOGISTICS, INC.

LABOR:

JOB DESCRIPTION	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014	Contract Rate** 2015	Contract Rate** 2016	Contract Rate** 2017	Contract Rate** 2018
Engineering							
Principal	\$274.97	\$288.72	\$303.16	\$318.32	\$334.23	\$350.94	\$368.49
Project Manager (VII)	\$243.23	\$255.39	\$268.16	\$281.57	\$295.65	\$310.43	\$325.95
Sr. Engineer (V)	\$221.13	\$232.19	\$243.80	\$255.99	\$268.78	\$282.22	\$296.34
Project Engineer(QA/QC)	\$190.17	\$199.67	\$209.66	\$220.14	\$231.15	\$242.70	\$254.84
Engineer (I) / (II)	\$154.79	\$162.53	\$170.66	\$179.19	\$188.15	\$197.56	\$207.43
Sr. Engineering Designer (III)	\$163.94	\$172.13	\$180.74	\$189.78	\$199.27	\$209.23	\$219.69
Environmental Scientist	\$145.94	\$153.24	\$160.90	\$168.94	\$177.39	\$186.26	\$195.57
Engineering Designer (I) / (II)	\$110.57	\$116.09	\$121.90	\$127.99	\$134.39	\$141.11	\$148.17
CADD Operator (I) / (II)	\$95.18	\$99.94	\$104.94	\$110.19	\$115.69	\$121.48	\$127.55
Secretary	\$79.60	\$83.58	\$87.76	\$92.15	\$96.75	\$101.59	\$106.67

**These are the rates to be determined for each work authorization

NONLABOR***	Rate
Mileage	****
Car Rental	****
Lodging (In states)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	\$20/letter
GPS Equipment	\$475/day
Copies	\$.12/ea
Bond Plots	\$0.80/sq.ft.
Color Plots	\$170/sq.ft.
Mylar Plots	\$1.60/sq.ft.

***These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additor may be re-negotiated on a yearly basis. determined at time of negotiation. At the rates authorized by Hid Officials

EXHIBIT “E”

HIDALGO COUNTY Professional Engineering Services Agreement #C-CAP-12-000-00-00 Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**,” and, **DOS Logistics, Inc** professional engineers of Weslaco, Texas, hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide professional engineering services.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$_____. This amount is based upon the costs outlined in the Fee Breakdown attached hereto as “**EXHIBIT D1 Revised.**”

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. _____ shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. __.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: _____
Commissioner Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____, 2012 as indicated below and effective as of _____ day of _____, 2012.

THE ENGINEER:
DOS Logistics, Inc.

THE OWNER:
HIDALGO COUNTY

By: Eric Ybarra, President

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 "D1" - Fee Breakdown

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-12-000-00-00
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 DOS Logistics, Inc. Professional Engineers of, Weslaco, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of Month, 2012 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number **4** (hereinafter referred to as the “**Project**”); and,

WHEREAS, Exhibit C Work Schedule, establishes that this Agreement includes _____ Subdivision in the amount of \$_____ ; and,

WHEREAS, it has become necessary to amend the Agreement to Add/Remove _____ Subdivision from Exhibit C Work Schedule resulting in a Decrease in the amount in Exhibit D1 Fee Breakdown to \$_____.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Remove from Exhibit C Work Schedule _____ Subdivision resulting in a Decrease in the amount in Exhibit D1 Fee Breakdown of the **Agreement**, is revised to decrease the amount to \$_____.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:
DOS LOGISTICS, INC**

BY: _____
Eric Ybarra, President

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Ramon Garcia, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

From: [Martha Salazar](#)
To: "Yvette Islas"
Subject: FW: pc4 DOS eng agrmnt BCAP
Date: Friday, July 20, 2012 4:11:24 PM

You're batting a 1000.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, July 20, 2012 3:29 PM
To: 'Martha Salazar'
Subject: RE: pc4 DOS eng agrmnt BCAP

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, July 20, 2012 2:14 PM
To: 'Steve Crain'
Cc: 'Yvette Islas'
Subject: FW: pc4 DOS eng agrmnt BCAP
Importance: High

Mr. Crain:
Please review, correct and comment as to form.
Thanks,
Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Friday, July 20, 2012 2:03 PM
To: 'Martha Salazar'
Subject: pc4 DOS eng agrmnt BCAP

Ms. Marty ,

Please ask legal to review attached agreement , it is on cc's 07.31.12 agenda.

Thanks,
Yvette S. Islas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

EXHIBIT “E”

HIDALGO COUNTY Professional Engineering Services Agreement #C-CAP-12-129-07-31 Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**,” and, **DOS Logistics, Inc** professional engineers of Weslaco, Texas, hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded Proposition 3-Border Colonia Access Program Projects of Hidalgo County Precinct No. 4 as identified in Attachment “A”.

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 **\$76,643.73**. This amount is based upon the costs outlined in the Fee Breakdown attached hereto as “**EXHIBIT D1.**”

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:

Account No. **2-1312-431-00-124-260-0-334**
2-1312-431-00-124-603-0-334

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: _____
Commissioner Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners’ Court on July 31, 2012 as indicated below and effective as of 31st day of July, 2012.

THE ENGINEER:
DOS Logistics, Inc.

THE OWNER:
HIDALGO COUNTY

By: Eric Ybarra, President

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 “D1” - Fee Breakdown

EXHIBIT “A”

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General

The Owner will provide to the Engineer the following:

- 1) Authorization to the Engineer to begin work.
- 2) Payment for work performed by the engineer.
- 3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
- 4) Provide any available relevant data that may be on file concerning the Project.
- 5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
- 7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
- 8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
- 9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
- 10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
- 11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit “B”

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

- I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION
- II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS
- III. CONSTRUCTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit “C”.
2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXDOT Colonia Projects.
2. Perform interviews and each Precinct County Commissioner and staff to identify “present day” complaints, roadway and drainage histories and preliminary design information for the approved projects.
3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.
6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.
7. Verify FEMA FIRM zones and requirements.
8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.
 - a) Existing and/or proposed right of way lines
 - b) Benchmark data
 - c) Existing and proposed drainage system(s)
 - d) Location and size of utility (plan/profile view)
 - e) Limits of existing casing pipe
 - f) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc..Drainage elements to include:
- 3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-of-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

- 1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
- 2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
- 3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
- 4) Earthwork Quantities – obtained from grading design.
- 5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.
2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.
3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.
5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.
3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.
5. The Engineer will coordinate and conduct a pre-construction conference.
6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
 - a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.
 - b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.
 - b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.
11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT “D1”

Fee Breakdown

For and in consideration of the **Services** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	\$76,643.73
Basic Engineering	=	8.5% of the Services Fee
Design Surveys	=	2.5% of the Services Fee

AI-33400

Closed Session 21. C.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ray Carrejo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 09:49 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Aida Alvarez		Started On: 07/25/2012 08:47 AM
	Final Approval Date: 07/27/2012	

AI-33409

Closed Session 21. D.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Consuelo Gonzalez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 10:15 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Monica Badillo		Started On: 07/25/2012 10:13 AM
	Final Approval Date: 07/27/2012	

AI-33407

Closed Session 21. E.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1989-12-B; Domingo Gonzalez v. Elisandro Rodriguez, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 10:15 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Monica Badillo		Started On: 07/25/2012 10:09 AM
	Final Approval Date: 07/27/2012	

AI-33401

Open Session 22. C.

CC REGULAR

Meeting Date: 07/31/2012

Department Head: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ray Carrejo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 09:49 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Aida Alvarez		Started On: 07/25/2012 08:49 AM
	Final Approval Date: 07/27/2012	

AI-33410

Open Session 22. D.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Consuelo Gonzalez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 10:15 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Monica Badillo		Started On: 07/25/2012 10:14 AM
	Final Approval Date: 07/27/2012	

AI-33408

Open Session 22. E.

CC REGULAR

Meeting Date: 07/31/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1989-12-B; Domingo Gonzalez v. Elisandro Rodriguez, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 10:15 AM
Purchasing Department	Angela Garcia	07/27/2012 04:55 PM
Form Started By: Monica Badillo		Started On: 07/25/2012 10:10 AM
	Final Approval Date: 07/27/2012	