AI-36058 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in honor of Humberto Garza

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/02/2013 08:16 AM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 12/28/2012 05:56 PM

Final Approval Date: 01/04/2013

RESOLUTION IN HONOR OF HUMBERTO GARZA

WHEREAS, Humberto Garza has dedicated his life to his family, his work and his community; and

WHEREAS, Mr. Garza was born on September 1, 1930 in Estacio San Juan, Nuevo Leon, Mexico; at the age of 20 he married his wife, Maria Celina Garza, and they moved to Mission, Texas to begin their lives together; and

WHEREAS, in 1956, Mr. Garza was given his first job at a slaughterhouse owned by Guadalupe Leal; he would eventually open his first small meat market in Mission and after several successful years he would expand the business making it a family affair with his children and grandchildren helping to run the stores; and

WHEREAS, a loyal member to his community, Mr. Garza was part of the Mission Chamber of Commerce for many years; he financially contributed and helped raise funds to improve the quality of a cemetery in Mission, and was known to donate food and other necessities to impoverished families during the holidays; and

WHEREAS, affectionately known to his friends as "Cadereyta", Mr. Garza's hobbies include baseball, deer hunting, playing cards with friends; however he says his favorite hobby is politics, whether it is on a local, state or national level; and

WHEREAS, at the age of 82, Mr. Garza spends his days with his wife to whom he has been married for 62 years; he also enjoys spending time with his children, Rene Garza, Jose Gerardo Garza, Rosalinda Garza Esponceda, Jaime Garza and Judge Luis J. Garza, his 19 grandchildren and 5 great-grandchildren.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognized and honors Humberto Garza for his outstanding service, dedication, and commitment to the citizens of Hidalgo County.

Dated this 8th day of January, 2013.

RAMON GARCIA
County Judge

A.C. CUELLAR
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-36125 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Karina Cardoza **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Recognition of 2012 Leo Najo Hall of Fame Inductees

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 04:17 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Angela Garcia Started On: 01/03/2013 03:01 PM

Final Approval Date: 01/04/2013

RESOLUTION OF THE 2012 LEO NAJO HALL OF FAME INDUCTEES

WHEREAS, in 1971 the first "Leo Najo" Day was celebrated in Mission, Texas and Reynosa, Mexico in honor of South Texas baseball legend Leo "Najo" Alaniz; and

WHEREAS, Leo "Najo" Alaniz was born in Nuevo Leon, Mexico then moved to Mission, Texas in 1899 and called the Valley his home for 63 years. In 1924 he became the first Hispanic to play for the San Antonio Bears in the Texas League and would go on to play in the major leagues as a member of the 1926 Chicago White Sox, during his career he would hold several batting titles, including Most Home Runs and Most Stolen Bases; and

WHEREAS, "Leo Najo" Day was created by the "Leo Najo" Oldtimers Baseball committee to keep the memory of the Valley legend alive and to honor his wish that baseball players meet once a year to be recognized for their past achievements in the sport; and

WHEREAS, the "Leo Najo" Oldtimers Baseball board members and committee annually select players to be honored and inducted into the "Leo Najo" Hall of Fame; and

WHEREAS, this year seven new members were inducted into the Leo Najo Hall of Fame, including Jesse Banda of San Antonio, Bill Guthrie of Harlingen, Rick Schwartz of Brownsville, Tommy Boyd and Jose Israel "Lito" Garza of Mission, Frank Santiago of Peñitas and Hector "Tito" Palacios of Pharr ; and

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognized the "Leo Najo" Oldtimers Baseball Board and Committee, and the 2012 Leo Najo Hall of Fame Inductees, for their commitment to honoring the memory of the late Leo "Najo" Alaniz and helping promote the history of baseball in Hidalgo County and the state of Texas.

Dated this 8th day of January, 2013.

RAMON GARCIA
County Judge

A.C. CUELLAR
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-36123 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Karina Cardoza **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Presentation on Hidalgo County Employee Christmas Toy Drive and Recognition of Partners.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 04:17 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Angela Garcia Started On: 01/03/2013 02:55 PM

Final Approval Date: 01/04/2013

AI-36191 **County Judge's Office 6. D.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of Jesse Trevino from McAllen

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/07/2013 08:10 AM
Budget & Management	Obdett Calzada	01/07/2013 08:10 AM
Auditor's Office		
Purchasing Department		
Form Started By: Monica Badillo		Started On: 01/04/2013 05:47 PM

AI-36189 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Damaris San Miguel **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Child Protection Court:
1. Approval to create one (1) regular full-time Administrative Assistant III position, Slot No. 0002, budgeted salary $32,769.00.
2. Approval of revised salary schedule.
3. Approval of interdepartmental transfer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** pending

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

BUDGETARY IMPACT:

Undetermined. Funding subject to Commissioners' Court action.

Attachments

fiscal note
revised salary schedule
job description

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Merlen P. Munoz Started On: 01/04/2013 05:16 PM

Final Approval Date: 01/04/2013

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, January 08, 2013** **Agenda Item:** 36189

Summary of request/proposal:
CHILD PROTECTION COURT
Discussion, consideration, and approval of the following personnel actions, effective January 8, 2013.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ADMINSTRATIVE ASSISTANT III	0002	113	0.00	32,769.00	32,769.00
				0.00	32,769.00	32,769.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-412-00-055-001-0-	113	CHILD PROTECTIVE CRT -	REG F/T EMPLOYEES	$32,141.24
3-1100-412-00-055-001-0-	211	CHILD PROTECTIVE CRT -	HEALTH INSURANCE	$4,084.23
3-1100-412-00-055-001-0-	212	CHILD PROTECTIVE CRT -	LIFE INSURANCE	$26.48
3-1100-412-00-055-001-0-	220	CHILD PROTECTIVE CRT -	FICA	$2,458.80
3-1100-412-00-055-001-0-	230	CHILD PROTECTIVE CRT -	RETIREMENT	$3,316.98
3-1100-412-00-055-001-0-	250	CHILD PROTECTIVE CRT -	UNEMPLOYMENT COMP	$160.71
3-1100-412-00-055-001-0-	260	CHILD PROTECTIVE CRT -	WORKER'S COMP	$16.07
			2013 Budgetary Impact	$42,204.51

2014 Budgetary Impact: $43,028.82

Possible Funding Sources: UNDETERMINED
(Funding subject to Commissioners' Court action.)

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-055-001-0

AI - 36189

CHILD PROTECTIVE COURT

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT BAILIFF	$0.00	$37,574.00	$37,574.00	0	$0.00	$0.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	**113**	**ADMINISTRATIVE ASSISTANT III**	**$0.00**	**$32,769.00**	**$32,769.00**	**0**	**$0.00**	**$0.00**	**$32,769.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$0.00	$70,343.00	$70,343.00		$0.00	$0.00	$70,343.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

ADMINISTRATIVE ASSISTANT III

GRADE: 08

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-36121 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 01/08/2013

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

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement agreement from Travelers Insurance in the amount of $22,775.65 to settle total loss auto accident with County vehicle. (Constable P4)

2. Approval to authorize Ramon Garcia, Hidalgo County Judge, to sign Power of Attorney forms for title purposes to settle auto claim with Travelers Insurance Company.

BACKGROUND

DOL: 10/16/12

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

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

As per Safety Division, once CC approves Settlement Agreement, they will request a check from the Insurance Co. Once it is received, it will be presented to CC for approval as well as deposited at the Co. Treasurer's office

Attachments

Travelers Settlement Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 03:42 PM
Erika Zamora	Obdett Calzada	01/04/2013 01:26 PM
Ivan Cantu	Ivan Cantu	01/04/2013 02:31 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Aida Alvarez Started On: 01/03/2013 02:28 PM

Final Approval Date: 01/04/2013

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

HIDALGO COUNTY
2812 S CLOSNER BLVD
EDINBURG, TX 78539-6243

JUL 0 9 2009

0143 04

DETACH HERE

TEXAS CERTIFICATE OF TITLE

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION

91327309

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1FTRW14889FB13295	2009	FORD	PK

TITLE/DOCUMENT NUMBER: 10830939984143143 — DATE TITLE ISSUED: 06/30/2009

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER
F15	1/2	5600	1062145

PREVIOUS OWNER
PHILPOTT MOTORS LTD PHIL PORT NECHES T

ODOMETER READING: 16

OWNER
HIDALGO COUNTY
2812 SOUTH CLOSNER BLVD
EDINBURG, TX 78539

REMARK(S)
ACTUAL MILEAGE
EXEMPT

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE

DATE OF LIEN — 1ST LIENHOLDER
NONE

1ST LIEN RELEASED _____ DATE
BY _____ AUTHORIZED AGENT

DATE OF LIEN — 2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE
BY _____ AUTHORIZED AGENT

DATE OF LIEN — 3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE
BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

_____ SIGNATURE _____ DATE
_____ SIGNATURE _____ DATE
_____ SIGNATURE _____ DATE

FORM 30-C REV. 11/2008 DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

If you would like to protect yourself from liability for certain acts carried out by the purchaser of this vehicle prior to a new title being issued in the purchaser's name, submit completed Form VTR-346 to TxDOT.

FORM VTR-346 may be obtained from any of the following:

- your local County Tax Assessor-Collector's Office
- a Vehicle Titles and Registration Division Regional Office
- by accessing TxDOT's Web site (www.txdot.gov)
- by calling TxDOT's fax-on-demand service at 1-888-232-7033 (form 0346)

WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SIGNED APPLICATION FOR TITLE (FORM 130-U) INDICATING DATE OF SALE AND SALES PRICE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID PENALTY.

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale

Signature of Seller/Agent | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

FIRST REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale

Dealer No.

Dealer's Name

Agent's Signature | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

SECOND REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale

Dealer No.

Dealer's Name

Agent's Signature | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

THIRD REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale

Dealer No.

Dealer's Name

Agent's Signature | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

LIEN

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE:

1ST LIEN IN FAVOR OF (NAME & ADDRESS) _____

TRAVELERS

Charles Bolf
215 Shuman Blvd.
Naperville IL 60563-7095
630-961-8695 Office
877-223-8835 Attn: CRB Fax
cbolf@travelers.com

January 3, 2013

RE: Our Insured: Hidalgo County
Our Claim No.: ESE6865-001
Date of Loss: 10/16/2012

To Whom It May Concern:

We have determined the actual cash value of your total loss vehicle from CCC, a computerized valuation service, using current market data. The actual cash value of your vehicle, including options, has been determined to be:

Actual Cash Value:	23021.00
Tax:	exempt
Equipment replacement and transfer:	9754.65
Deductible:	(10000.00)
Total:	22775.65

In order for Travelers Property Casualty Company of America (Travelers) to comply with the salvage title law, this offer of settlement is contingent upon our receipt of the properly endorsed lien free title to the vehicle. Such title must presently be issued in the name (s) of the person (s) to whom we are obligated to make payment. Our settlement check cannot be issued until we receive the executed title from you or your lien holder(s).

Please let me know once this offer has been reviewed by the County.

Very truly yours,

Charles Bolf
Travelers Property Casualty Company of America
Total Loss Claim Handler
Cc: file

VIDEO SOUND & LIGHTS

3716 South US HWY 281
Edinburg Tx 78539
956-383-6855
FAX 956-380-1513

QUOTE

Date	Estimate #
12/5/2012	1787

VIN#

Name / Address
Hidalgo County PCT 4 Constable 1212 S. 25th Edinburg, TX 78539

P.O. No.	Terms	Due Date
	12/5/2012	12/5/2012

Item	Description	Qty	Cost	Total
Misc.	removal of WHELEN Texas special pak	1	250.00	250.00
Misc.	Install of Whelen texas pak	1	485.00	485.00
Misc.	removal of motorola remote mount	1	75.00	75.00
Misc.	Install of Motorola remout mount	1	165.00	165.00

Subtotal	$975.00
Sales Tax (0.0%)	$0.00
Total	$975.00

VIDEO SOUND & LIGHTS

3716 South US HWY 281
Edinburg Tx 78539
956-383-6855
FAX 956-380-1513

QUOTE

Date	Estimate #
12/5/2012	1788

VIN#

Name / Address
Hidalgo County PCT 4 Constable 1212 S. 25th Edinburg, TX 78539

P.O. No.	Terms	Due Date
	12/5/2012	12/5/2012

Item	Description	Qty	Cost	Total
Misc.	Coban video system for police unit complete premium pack	1	8,900.00	8,900.00
Misc.	Troy equipment console	1	680.00	680.00
03.W3126	Random Flasher w/Wire Leads wig wag	1	89.00	89.00
Misc.	Go industries police push bumper	1	585.00	585.00
Misc.	Auxiliary fuse block	1	75.00	75.00

Subtotal	$10,329.00
Sales Tax (0.0%)	$0.00
Total	$10,329.00

AI-36153 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 01/08/2013

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

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement agreement from Lindsay General Insurance Agency in the amount of $17,074.76 to settle auto accident with County vehicle. (Precinct 4)

2. Approval to authorize Ramon Garcia, Hidalgo County Judge, to sign Property Damage Agreement form to settle auto claim with Lindsay General Insurance Agency.

BACKGROUND

DOL: 04/19/12

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

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

If CC approves and accepts settlement agreement, the Safety Division will then request the settlement check from insurance company.

Once check is received from Insurance Co., it will be presented to CC for acceptance & approval and deposited at the Co. Treasurer in the G/F.

Attachments

Lindsay General Ins. Agency Settlement Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 10:24 AM
Erika Zamora	Obdett Calzada	01/04/2013 01:26 PM
Ivan Cantu	Ivan Cantu	01/04/2013 02:38 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Aida Alvarez Started On: 01/04/2013 09:20 AM

Final Approval Date: 01/04/2013

LINDSAY GENERAL INSURANCE AGENCY
P.O. BOX 100051
DULUTH, GA 30097-0051

PROPERTY DAMAGE AGREEMENT
93483

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of **$17074.76** to be paid to **HIDALDO COUNTY** do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge FLORES, DANIEL, DRIVERS INSURANCE COMPANY, LINDSAY GENERAL INSURANCE AGENCY and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations, or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the 04/19/2012 on or near SUGAR RD EDINBURG TX.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said release, deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned hereby declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

In further consideration of the above payment, the undersigned hereby agrees to save harmless and indemnify the party or parties hereby released of and from any and all expense arising because of any claim which may hereafter be presented by anyone for loss and/or damage as a result of the above mentioned occurrence.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, _____.

CAUTION: READ BEFORE SIGNING BELOW

_____ _____ ***LS***
Witness

_____ _____ ***LS***
Witness

STATE OF _____

COUNTY OF _____

On the _____ day of _____, _____ before me personally appeared _____ to me known to be the person(s) named herein and who executed the foregoing Release and _____ acknowledged to me that ___ voluntarily executed the same.
My term expires _____, _____.

_____
NOTARY PUBLIC

CHARLES CLARK CHEVROLET
911 W BUSINESS HIGHWAY 83, MCALLEN, TX
78501
Phone: (956) 578-0489
FAX: (956) 682-2385

Workfile ID: 60e2a86d
Federal ID: 740545450

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4

Job Number:

Written By: Adan Purata

Insured: HIDALGO PCT #4
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
HIDALGO PCT #4

Inspection Location:
CHARLES CLARK CHEVROLET
911 W BUSINESS HIGHWAY 83
MCALLEN, TX 78501
Repair Facility
(956) 578-0489 Day

Insurance Company:

VEHICLE

Year:	2012	Body Style:	4D SHORT	VIN:	1GC1KVCG9CF143843	Mileage In:	3260
Make:	CHEV	Engine:	8-6.0L-FI	License:		Mileage Out:	
Model:	K2500 4X4 SILVERADO CREW WORK	Production Date:		State:		Vehicle Out:	
Color:	WHITE Int:	Condition:		Job #:			

TRANSMISSION
Automatic Transmission
4 Wheel Drive
Overdrive
POWER
Power Steering
Power Brakes
Power Locks
DECOR
Tinted Glass
Dual Mirrors
CONVENIENCE
Air Conditioning
Tilt Wheel
Cruise Control
Intermittent Wipers
Keyless Entry
Alarm
Message Center
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
SAFETY
Anti-Lock Brakes (4)
Driver Air Bag
Passenger Air Bag
4 Wheel Disc Brakes
Traction Control
Stability Control
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
TRUCK
Rear Step Bumper

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4 **Job Number:**

Vehicle: 2012 CHEV K2500 4X4 SILVERADO CREW WORK 4D SHORT 8-6.0L-FI WHITE

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	**REAR BUMPER**								
2		Repl	Bumper assy w/o dual rr wheels w/o reverse sensor	25832210	1	981.93		1.1	
3		Repl	Trailer hitch	25843936	1	311.42		0.6	
4	S01	Repl	Connector towing receptical	15932302	1	81.49		Incl.	
5	**REAR LAMPS**								
6		Repl	LT Combo lamp assy Chevrolet	25958482	1	137.75		Incl.	
7		Repl	RT Combo lamp assy Chevrolet	25958483	1	157.52		Incl.	
8	**PICK UP BOX**								
9		Repl	Box assy Chevrolet	25969364	1	6,181.71		4.0	15.4
10			Set back box assy					1.5	
11		Repl	Tail gate w/o tail gate assist	20885080	1	699.27		1.3	3.3
12			Overlap Major Non-Adj. Panel						-0.2
13		Repl	Handle bezel w/o lock control	15927251	1	41.32			
14		R&I	Handle all					Incl.	
15		Repl	RT Latch	94715028	1	65.85		Incl.	
16		Repl	LT Latch	94715027	1	65.85		Incl.	
17		Repl	LT Stone guard front Chevrolet	15952189	1	22.00		0.2	
18		Repl	RT Stone guard front Chevrolet	15952188	1	23.11		0.2	
19		Repl	LT Stone guard rear Chevrolet	25783543	1	20.74		0.2	
20		Repl	RT Stone guard rear Chevrolet	25783544	1	22.19		0.2	
21		Repl	LT Decal "4x4"	25798301	1	46.78		0.3	
22		Repl	RT Decal "4x4"	25798301	1	46.78		0.3	
23		Repl	Edge molding	25844299	1	72.20		0.2	
24		Repl	Emblem "BOWTIE"	22829422	1	62.83		0.2	
25		Repl	Nameplate "SILVERADO"	15129652	1	34.80		0.3	
26		Repl	Nameplate "LS"	15925505	1	12.76		0.2	
27	S01	Repl	Guide tube	15078833	1	21.23			
28	**CAB**								
29	*	Rpr	LT Uniside assy NOTE: REPAIR LT CORNER CAB				s	5.0	2.0
30			Overlap Major Adj. Panel						-0.4
31	*	Rpr	RT Uniside assy NOTE: RT CORNER CAB REPAIR				s	4.0	2.0
32			Overlap Major Adj. Panel						-0.4
33	**BACK GLASS**								
34		Repl	Back glass GM, w/deep tint w/o heated	25778780	1	198.62		1.5	
35	#		Setup time		1			1.5	
36	#		Rear frame repair NOTE: REAR END FRAME SWAYED NEED TO REPAIR		1			5.0	
37	**FRONT BUMPER**								
38			O/H front bumper					2.8	

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4 **Job Number:**

Vehicle: 2012 CHEV K2500 4X4 SILVERADO CREW WORK 4D SHORT 8-6.0L-FI WHITE

39			Repl	Bumper w/o fog lamps	25832522	1	477.19	Incl.	
40			Repl	Upper cap chrome	25883355	1	244.90	Incl.	
41			Repl	Air deflector w/o Z71	22755086	1	176.80	Incl.	
42			Repl	Lower extn	20845670	1	48.31	Incl.	
43			Repl	RT Outer bracket	25883351	1	94.33	Incl.	
44			Repl	LT Outer bracket	25883350	1	94.33	Incl.	
45			Repl	RT Outer filler 6.0 liter	25883357	1	15.57	Incl.	
46			Repl	LT Outer filler 6.0 liter	25883356	1	15.57	Incl.	
47			Repl	RT Outer reinf	25883348	1	22.45	Incl.	
48			Repl	LT Outer reinf	25883347	1	22.45	Incl.	
49			Repl	Center reinf	25996794	1	16.77	Incl.	
50			Repl	LT Outer bracket anchor plate	25996793	1	13.82		
51			Repl	RT Outer bracket anchor plate	25996793	1	13.82		
52			Repl	RT Mount bracket	20966182	1	28.28	0.3	
53		S01	Repl	RT Inner bracket	25883353	1	24.81	Incl.	
54		S01	Repl	LT Inner bracket	25883352	1	24.81	Incl.	
55	**GRILLE**								
56			Repl	Grille assy chrome	20966058	1	271.56	Incl.	
57	**FRONT LAMPS**								
58			Repl	RT Headlamp assy	25962805	1	260.68	0.3	
59				Aim headlamps				0.5	
60	#		R&I	Brush Guard				2.0	
61		S01	Repl	LT Headlamp assy	25962804	1	261.83	0.3	
62	**HOOD**								
63	*		Repl	Hood	20952312	1	350.00	1.5	3.2
64				Overlap Major Adj. Panel					-0.4
65				Add for Underside(Complete)					1.6
66				Add for Clear Coat					0.3
67			Repl	Front molding chrome	20963700	1	77.08	0.2	
68	#			Frame repair		1		5.0 F	
				NOTE: TIME IS TO REPAIR FRONT EXTENTIONS					
69		S01	Repl	RT Emblem "VORTEC"	25909695	1	25.48	Incl.	
70		S01	Repl	LT Emblem "VORTEC"	25909695	1	25.48	Incl.	
71		S01	Repl	RT Rear molding	22753693	1	58.04	0.3	
72		S01	Repl	LT Rear molding	22753694	1	58.04	0.3	
73	**RESTRAINT SYSTEMS**								
74			Repl	LT Belt & retractor ebony	19210385	1	137.04	0.5	
75			Repl	Diagnostic unit w/head air bag	13580451	1	214.35 m	0.4 M	
76				System diagnosis			m	0.5 M	
77			Repl	Ft impact sensor	13502744	1	75.21 m	0.3 M	
78	#		Repl	Corrosion protection		1	10.00		
79	#		Repl	Cover car		1	5.00		
80	#		Subl	Hazardous waste removal		1	3.00		
81		S01	Repl	RT Belt & retractor titanium	19210390	1	158.33	0.5	
82	**FRAME**								

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4 **Job Number:**

Vehicle: 2012 CHEV K2500 4X4 SILVERADO CREW WORK 4D SHORT 8-6.0L-FI WHITE

83	*	S01	Repl	LT Mount bracket 6.5 ft box	20910361	1	45.12	2.0	
84	*	S01	Repl	RT Mount bracket 6.5 ft box	20910360	1	45.12	2.0	
85	**FENDER**								
86	*	S01	Rpr	RT Fender Chevrolet				3.0	2.0
87		S01		Overlap Major Adj. Panel					-0.4
88	*			Clear Coat					3.5
89	#	S01	Repl	Emblem		1	36.63		
90	#	S01	Subl	Reprogram Air bag module		1	103.99 X		
				SUBTOTALS			**12,864.34**	**50.5**	**31.5**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				12,760.35
Body Labor	44.3 hrs	@	$ 38.00 /hr	1,683.40
Paint Labor	31.5 hrs	@	$ 38.00 /hr	1,197.00
Mechanical Labor	1.2 hrs	@	$ 75.00 /hr	90.00
Frame Labor	5.0 hrs	@	$ 48.00 /hr	240.00
Paint Supplies				999.99
Miscellaneous				103.99
Subtotal				17,074.73
Grand Total				**17,074.73**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**17,074.73**

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4 **Job Number:**

Vehicle: 2012 CHEV K2500 4X4 SILVERADO CREW WORK 4D SHORT 8-6.0L-FI WHITE

SUPPLEMENT SUMMARY

Line		Oper		Description	Part Number	Qty	Extended Price $		Labor	Paint
Changed Items										
58				Overlap Major Non-Adj. Panel						0.2
64		S01		Overlap Major Adj. Panel						-0.4
Added Items										
4		S01	Repl	Connector towing receptical	15932302	1	81.49		Incl.	
27		S01	Repl	Guide tube	15078833	1	21.23			
53		S01	Repl	RT Inner bracket	25883353	1	24.81		Incl.	
54		S01	Repl	LT Inner bracket	25883352	1	24.81		Incl.	
61		S01	Repl	LT Headlamp assy	25962804	1	261.83		0.3	
69		S01	Repl	RT Emblem "VORTEC"	25909695	1	25.48		Incl.	
70		S01	Repl	LT Emblem "VORTEC"	25909695	1	25.48		Incl.	
71		S01	Repl	RT Rear molding	22753693	1	58.04		0.3	
72		S01	Repl	LT Rear molding	22753694	1	58.04		0.3	
81		S01	Repl	RT Belt & retractor titanium	19210390	1	158.33		0.5	
82	**FRAME**									
83	*	S01	Repl	LT Mount bracket 6.5 ft box	20910361	1	45.12		2.0	
84	*	S01	Repl	RT Mount bracket 6.5 ft box	20910360	1	45.12		2.0	
85	**FENDER**									
86	*	S01	Rpr	RT Fender Chevrolet					3.0	2.0
87		S01		Overlap Major Adj. Panel						-0.4
89	#	S01	Repl	Emblem		1	36.63			
90	#	S01	Subl	Reprogram Air bag module		1	103.99	X		
					SUBTOTALS		**970.40**		**8.4**	**1.4**

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				866.41
Body Labor	8.4 hrs	@	$ 38.00 /hr	319.20
Paint Labor	1.4 hrs	@	$ 38.00 /hr	53.20
Paint Supplies	1.7 hrs	@	$ 28.00 /hr	47.60
Additional Supplement Materials/Supplies				-16.41
Miscellaneous				103.99
Subtotal				1,373.99
Total Supplement Amount				**1,373.99**
NET COST OF SUPPLEMENT				**1,373.99**

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4 **Job Number:**

Vehicle: 2012 CHEV K2500 4X4 SILVERADO CREW WORK 4D SHORT 8-6.0L-FI WHITE

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate		15,700.74	Adan Purata
Supplement S01		1,373.99	Adan Purata
Job Total:	**$**	**17,074.73**	
INSURANCE PAY:	**$**	**17,074.73**	

We at Charles Clark Chevrolet highly reccomend the use of OEM(maunfacturer parts only). It is by you the customers choice or insurance reccomendation that we will use other than factory specific parts. We will not be held responsible for the choice of useing these parts or events there-after.I (the customer)understand that only the work listed will be done and there may be hidden damage that may require more labor or parts to repair.

IMPORTANT INFORMATION ABOUT THE NAMED INSURANCE COMPANY'S CHOICE OF PARTS POLICY.

THIS ESTIMATE MAY LIST PARTS FOR USE IN THE REPAIR OF YOUR VEHICLE THAT ARE MANUFACTURED BY A COMPANY OTHER THAN THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. THESE PARTS ARE COMMONLY REFERRED TO AS AFTERMARKET PARTS OR COMPETITIVE PARTS, AND MAY INCLUDE COSMETIC OUTER BODY CRASH PARTS SUCH AS HOODS, FENDERS, BUMPER COVERS, ETC. THE INSURANCE COMPANY GUARANTEES THE FIT AND CORROSION RESISTANCE OF ANY AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT ARE LISTED ON THIS ESTIMATE AND ACTUALLY USED IN THE REPAIR OF YOUR VEHICLE FOR AS LONG AS YOU OWN IT. IF A PROBLEM DEVELOPS WITH THE FIT OR CORROSION RESISTANCE OF THESE PARTS, THEY WILL BE REPAIRED OR REPLACED AT THE INSURANCE COMPANY'S EXPENSE. THIS GUARANTEE IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART. HOWEVER, IF YOU CHOOSE NOT TO USE ONE OR MORE OF THE AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT MAY BE LISTED ON THIS ESTIMATE IN THE REPAIR OF YOUR VEHICLE, THE INSURANCE COMPANY WILL SPECIFY THE USE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, EITHER NEW OR RECYCLED AT THE INSURANCE COMPANY'S OPTION, AT NO ADDITIONAL COST TO YOU. THE INSURANCE COMPANY DOES NOT SEPARATELY GUARANTEE THE PERFORMANCE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, AND MAKES NO REPRESENTATION ABOUT THE AVAILABILITY OF ANY MANUFACTURER'S GUARANTEE.

Estimate calculated using a preset user threshold amount for the paint and material cost.

AI-36003 **Comm. Court Executive Office 7. F.**

CC REGULAR

Meeting Date: 01/08/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Travelers Insurance Company in the amount of $8,051.00 for a total loss auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 07/13/12

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

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

Check will be deposited at the Co. Treasurer's office by the Safety Division, upon approval by CC.

Attachments

Travelers Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/28/2012 10:16 AM
Olga Garza	Merlen P. Munoz	01/02/2013 08:33 AM
Erika Zamora	Obdett Calzada	01/04/2013 01:21 PM
Ivan Cantu	Ivan Cantu	01/04/2013 02:36 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Aida Alvarez Started On: 12/28/2012 09:05 AM

Final Approval Date: 01/04/2013

008116

THE TRAVELERS - SAN ANTONIO CL CLAI
P.O.BOX 65100
SAN ANTONIO TX 78265

896D 81478406

SA04045

TRAVELERS

DATE: 12/13/12
LOSS DATE: 07/13/12
FILE NUMBER: 234 PP ESE2867 E

HIDALGO COUNTY ATTN: FRED REYNA
PO BOX 1356
EDINBURG TX 78540-1356

AGENT:
APEX INSURANCE SERVICES

ACCOUNT NAME:
HIDALGO COUNTY

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

EXPLANATION OF PAYMENT

Collision	$8051.00
TOTAL PAID	$8051.00

TOTAL LOSS SETTLEMENT

FOR ADDITIONAL INFORMATION, CONTACT: CHARLES BOLF AT (630)961-8695

348004071
DETACH CHECK

UNSUMM 111311
OVRPUNS2 121295
DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A.
One Penns Way
New Castle DE 19720

TRAVELERS
P.O.BOX 65100
SAN ANTONIO TX 78265
(630)961-8695

896D 81478406

62-20
311

DATE	ACCOUNT NUMBER	FILE NUMBER
12/13/12	J99	234 PP ESE2867 E

VOID IF NOT PRESENTED WITHIN ONE YEAR AFTER DATE OF ISSUE

EIGHT THOUSAND FIFTY ONE AND 00/100 ----------

PAY: $**8,051.00**

CRB

PAY TO THE ORDER OF HIDALGO COUNTY
PO BOX 1356
EDINBURG TX 78540-1356

008116
SA04045

Maria Olivo
AUTHORIZED SIGNATURE

⑈81478406⑈ ⑆031100209⑆ 3862289 2⑈

TRAVELERS

Charles Bolf
215 Shuman Blvd.
Naperville IL 60563-7095
630-961-8695 Office
877-223-8835 Attn: CRB Fax
cbolf@travelers.com

November 22, 2012

RE: Our Insured: Hidalgo County
Our Claim No.: ESE2867-001
Date of Loss: 7/13/12

To Whom It May Concern:

We have determined the actual cash value of your total loss vehicle from CCC, a computerized valuation service, using current market data. The actual cash value of your vehicle, including options, has been determined to be:

Actual Cash Value:	15519.00
Tax:	exempt
Removal of equipment:	482.00
Installation of equipment:	2050.00
Deductible:	(10000.00)
Total:	8051.00

In order for Travelers Property Casualty Company of America (Travelers) to comply with the salvage title law, this offer of settlement is contingent upon our receipt of the properly endorsed lien free title to the vehicle. Such title must presently be issued in the name (s) of the person (s) to whom we are obligated to make payment. Our settlement check cannot be issued until we receive the executed title from you or your lien holder(s).

We recognize it may take time for you to secure and present the title to us. We will pay reasonable tow charges incurred to date.

Upon receipt of the correctly signed title and the vehicle has been moved to our salvage yard, a check will be sent to you as outlined above, less your lien holder's payoff amount if there is a lien on the vehicle. Please mail the title to:

Travelers Attn: Charles Bolf
215 Shuman Blvd.
Naperville IL 60563

Very truly yours,

Charles Bolf
Travelers Property Casualty Company of America
Total Loss Claim Handler
Cc: file

AI-36109 **Comm. Court Executive Office 7. G.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Requesting approval to authorize Ms. Erin Guerra to be appointed to a volunteer intern position to assist with environmental compliance activities

BACKGROUND

Attachments

application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Monica Badillo	01/03/2013 11:33 AM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 01/03/2013 11:16 AM

Final Approval Date: 01/04/2013

Hidalgo County Internship Policy

PURPOSE

The purpose of this policy is to establish guidelines to offer experiential learning experiences for college students in County offices and departments. This policy applies to student volunteers, interns, and externs.

POLICY

Hidalgo County offers volunteer opportunities, internships and externships in an effort to provide college students from a wide variety of educational disciplines the opportunity to apply traditional academic classroom learning to actual work experience. The County strongly believes that internships are an important tool in recruiting, developing and retaining innovative people in local government and an important part of assisting the County in meeting the needs of today while preparing the workforce of the future.

Internship opportunities may be paid or unpaid, subject to budgetary constraints and departmental recommendation. All placements must be approved by Commissioners' Court, and approval must include the following items:

1. Job description & responsibilities
2. Placement location & supervisor name
3. Duration of internship
4. Agreement with educational institution (if applicable)
5. If appointed, internship application, resume, and signed internship agreement
6. If paid, funds must be appropriated and fiscal note and budgetary impact must be included
7. Any other relevant information as required by Commissioners' Court

Each participating office/department will be responsible for administering the student internship within their department and ensuring the policies and guidelines set forth herein are followed. All interns (paid or unpaid) must comply with the Hidalgo County Personnel Policy Manual and/or Hidalgo County Civil Service Commission Rules (as applicable), and must complete the pre-employment training and enrollment requirements prior to commencing.

REQUIREMENTS

All interns must be citizens of the United States, or if not, must be legally authorized to work in the United States. Proof of citizenship or authorization will be documented during the training and orientation process. Interns must be 18 years of age or older, and must be enrolled in an institution of higher education. Interns must complete an internship application and agreement, and must meet the pre-employment training and enrollment requirements. Interns must sign a Waiver of Liability Release, agreeing to assume any risk of injury that may occur while rendering services to the County.

UNPAID INTERNSHIPS

I. Hidalgo County may accept student interns on a volunteer basis. Unpaid students may be appointed or may be selected through the Human Resources Department announcement and selection process. All unpaid internship placements must be approved by Commissioners' Court.

II. Unpaid student interns are considered "Volunteers," receive no compensation or benefits, are not covered under worker's compensation, and must sign a Waiver of Liability Release agreement prior to commencing the internship.
III. Hidalgo County may enter into an agreement with an educational institution to provide college credit or required work experience for the internship, as applicable. The units of credit earned for participating are authorized and conferred by the school of attendance. All agreements with educational institutions must be approved by Commissioners' Court.
IV. Students who are interested in seeking to gain work experience in a specific field or area may choose to independently volunteer as an unpaid intern. In such instances, students may or may not receive credit from the educational institution they attend.

PAID INTERNSHIPS

I. Hidalgo County may offer paid internships to students. A department's ability to use paid student interns will be based on their internal budget constraints.
II. Paid student interns are considered "Temporary Employees," receive compensation for the duration of the internship, but receive no other benefits, are not covered under worker's compensation, and must sign a Waiver of Liability Release agreement prior to commencing the internship.
III. All paid internship placements must be approved by Commissioners' Court, and must be selected through the Human Resources Department announcement and selection process..
IV. Hidalgo County may enter into an agreement with an educational institution to provide college credit or required work experience for the internship, as applicable. The units of credit earned for participating are authorized and conferred by the school of attendance. All agreements with educational institutions must be approved by Commissioners' Court.
V. Students who are interested in seeking to gain work experience in a specific field or area may choose to independently apply for a paid internship opportunity. In such instances, students may or may not receive credit from the educational institution they attend.

RECRUITMENT OF INTERNS

Each participating office/department will be responsible for identifying and recruiting interns, and, if they desire, to establish partnerships with educational institutions that enroll students in a degree or area of study that could be utilized by the office/department.

Unpaid interns may be appointed by the office/department or educational institution, or may be selected through the Human Resources Department announcement and selection process; paid interns are subject to the Human Resources Department announcement and selection process.

TRAINING AND ORIENTATION

Prior to beginning an intern assignment all student interns will be required to meet the pre-employment training and enrollment requirements.

All student interns (paid or unpaid), will be provided a copy of the Hidalgo County Personnel Policy Manual and/or Hidalgo County Civil Service Commission Rules (as applicable), must complete the pre-employment training and enrollment requirements prior to commencing, and will sign all relevant forms and acknowledgments as applicable, including but not limited to, personnel policy acknowledgement, harassment, nondiscrimination, and waiver of liability release form (as applicable).

The participating office/department will be responsible for orienting students to the organization. Orientation should include:

- A clear list of expectations, job duties and goals;
- Departmental-specific policies and procedures;
- A list of the resources available to the student intern (i.e., a workstation that has been set up for the student intern, supplies and items needed by the intern); and
- Any other relevant information for the intern to be successful in the performance of their job duties.

STANDARDS OF CONDUCT

All interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual and/or Hidalgo County Civil Service Commission Rules (as applicable), and are responsible for complying with the required standards of conduct.

At a minimum, all interns are required to conduct themselves in a professional manner at all times and to use discretion when dealing with sensitive manners and confidential information. Students must maintain professional attire, hygiene and grooming in a professional business-like manner that is appropriate to the field of placement and which reflects positively on the County.

If any policy or standard of conduct is violated by the intern during the internship period, the intern will be terminated at the discretion of the County.

EVALUATION

All interns should be provided with ongoing feedback on how well they are meeting the goals and expectations of their position. Participating offices/departments should provide interns with a formal written evaluation at the end of the internship. If applicable, participating offices/departments will be responsible for abiding by the requirements of the educational institution as per the agreement.

TERMINATION/COMPLETION

All interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the County.

Upon completion of the internship period, interns are not automatically entitled to a paid position within the County.

Print Form

Hidalgo County Internship Policy

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, Erin R. Guerra, agree to participate in an internship with The County of Hidalgo, Texas in either a paid or unpaid capacity, as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and I am a student at _____ _____.

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Internship Policy, Personnel Policy Manual and/or Civil Service Commission Rules. I understand that I may or may not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement in this internship is at-will and that I may be terminated at any time at the discretion of the County.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against Hidalgo County or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless Hidalgo County and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.



Signature

12-20-12

Date

COUNTY OF HIDALGO

An Equal Opportunity Employer

Application for Employment

INSTRUCTIONS: ALL APPLICATIONS FOR EMPLOYMENT MUST BE MADE ON THIS FORM. APPLICANTS ARE URGED TO CONSIDER CAREFULLY AND UNDERSTAND FULLY EACH QUESTION. NEATNESS IS IMPORTANT. ALL INFORMATION SUBMITTED IS SUBJECT TO CLARIFICATION. A FALSE OR MISLEADING RESPONSE MAY RESULT IN DISQUALIFICATION FOR OR DISCHARGE FROM EMPLOYMENT, OR DISCHARGED FROM FUTURE EMPLOYMENT WITH THIS DEPARTMENT.

No action will be taken on this application until you have answered all questions. We consider applicants for all positions without regard to race, color, religion, creed, sex, citizenship, national origin, age, disability, marital or veteran status, or any other legally protected status.

Please print in black ink or type response

1. Position you are applying for: Internship | Department: Environmental Compliance Division | Location: Edinburg, TX

   Lowest acceptable salary: $0.00 per hour

2. Name: Guerra (Last) Erin (First) Guerra (Middle)

3. Address: 1211 McKee St. (Number) (Street or P.O. Box) Edinburg (City) 78539 (Zip)

4. Home Telephone: 956-383-3485 Cell /Other No: 956-495-9099

5. Social Security No: _____

6. When will you be available to start work? January 1, 2013

7. Are you 18 years of age or older? (If you are hired, you may be required to submit proof of age). Yes

8. Are you able to provide required proof of your eligibility to work in the U. S.? Yes

9. Check all types of work you would accept:

   ☒ Full-Time ☒ Day Work ☐ Shift

   ☒ Temporary: ☒ Part-Time ☐ Night Work ☐ Weekend-Shift

10. **EDUCATION:** Are you a High School graduate? Yes ☒ No ☐
Do you have a G.E.D. certificate? Yes ☐ No ☐

Name of high school: Edinburg High School
Location: Edinburg, Texas

School(s) attended other than high school	Location	Courses Major/Study	Credits Completed	Degree or Certificate Received
Univ. of TX at Austin	Austin, TX	Civil Engineering	135	B.S. Civil Engineering

11. Other training you received (for example: special courses, work-training programs, armed forces training). Please estimate the number of training hours.

None.

12. May inquires be made of your present/past employer(s) regarding your character, qualifications, and record of employment? ☒ Yes or ☐ No

13. Special qualifications/skills: List qualifications/skills you possess which are required for the job you are applying for, such as driver's license (give type and number), typing and/or shorthand proficiency (give speeds), ability to operate specialized machinery or equipment, or job related training.

See attached page: Skills

DRIVING JOBS ONLY: Do you have a valid driver's license? ☒ Yes ☐ No
Driver's license #: 18351550 Class of license: C
Has it been suspended or revoked in the last five (5) years? ☐ Yes ☒ No
If yes, give details.

List professional, trade, business or civic activities and offices held. You may exclude membership, which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status:

None.

14. **WORK HISTORY**: BEGIN WITH YOUR MOST PRESENT AND RECENT JOB and list every employment. Attach extra pages if needed. Account for part-time employment, temporary or seasonal employment, self-employment, military service or unemployment.

[Dates] From Oct. 2011 to Present Employer: Unemployed
Employer's address: _____
Telephone #: _____ Job Title: Travel out of country
Salary: _____ Duties/responsibilities: _____
_____
_____
Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

[Dates] From Jan. 2011 to Sept. 2011 Employer: Houston ISD - Scarborough High School
Employer's address: 4141 Costa Rica, Houston, TX 77092
Telephone #: 713-613-2300 Job Title: Associate Teacher
Salary: _____ Duties/responsibilities: See attached page
_____
_____
Reprimands, suspensions: _____
Supervisor: Tina Elzy Co-worker: _____
Reason for leaving: Traveling long term to Asia

[Dates] From June 2007 to Oct. 2010 Employer: Carrasquillo Associates, LTD.
Employer's address: 5113 Southwest Pkwy., Ste. 250, Austin, TX 78735
Telephone #: 512-358-7020 Job Title: Graduate Engineer
Salary: _____ Duties/responsibilities: See attached page
_____
_____
Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: Career change

[Dates] From Sept. 2006 to June. 2007 Employer: Carrasquillo Associates, LTD.
Employer's address: 5113 Southwest Pkwy., Ste. 250, Austin, TX 78735
Telephone #: 512-358-7020 Job Title: Intern
Salary: _____ Duties/responsibilities: See attached page
_____
_____
Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: Accepted full-time position

Circle Yes or No for questions 15-19.

*****If you answer any of the following items "Yes", explain on No. #20 below. *****

15. Have you been fired or asked to resign from a job within the last five (5) years?

☒ YES ☐ NO

16. Have you ever been convicted of or pleaded guilty/no contest to a crime in civilian or military court within the last ten (10) years? (You may exclude minor traffic violations). A criminal record will not necessarily disqualify you from employment. Your case will be considered in relationship to the requirements to the particular job.

☐ YES ☒ NO

17. Have you ever been discharged from the Armed Forces under other than honorable conditions?

☐ YES ☒ NO

18. Are you working or have you ever worked for Hidalgo County?

☐ YES ☒ NO

19. Do you or does your spouse have any relatives working for or holding office in the county government? County policy prohibits or limits hiring of relatives of county employees in certain circumstances.

☒ YES ☐ NO

20. Remarks or additional information. Please explain any "Yes" responses.

15. Career change from forensic engineering to environmental engineering

19. Rene Guerra - Hidalgo County District Attorney

Certification: I certify that all the statements made in this application form are true, complete, and correct, to the best of my knowledge. I understand false information may disqualify me from further consideration for employment.

No questions on this application are intended to secure information to be used for discriminatory purpose, as the County is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, citizenship, national origin, age, veteran or marital status, disability, or any other legally protected status.

I give my permission to the County to contact any of my former employers or references shown above to verify the information I have given. I authorize previous employers to release all records of my employment, including assessments of my job performance, ability and fitness. I release such persons and entities from legal liability.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I understand that I may be required to successfully pass a drug screening exam. I consent to a pre and/or post employment drug screen as a condition of employment.

I certify that I do not have any detectable amounts of prohibited substances in my system. I understand that if my drug and alcohol screen turns out positive for a prohibited substance, I will not be eligible for hire, or if I am hired pending the outcome of such a test, I will be subject to immediate termination.

SIGNATURE OF APPLICANT

12-20-12

DATE

Revised February 2009

Print Form

Clear Form

AI-36132 **7. H.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas A&M AgriLife Extension Service:
Requesting approval of revised Application For Official Travel, previously approved by court on 12/28/12 requesting an additional night hotel stay for Barbara Storz

BACKGROUND

Texas A&M AgriLife Extension Service - Previously approved by Commissioner's Court on December 28, 2012 through Agenda Item #35914. Requesting one additional night of hotel as Barbara will have to stay and wait for her transportation back to Edinburg from College Station. Please see internal comments.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

Available funds through PO 685493.

Attachments

Revised Appliction & Hotel Reservation

T-1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 08:37 AM
Veronica Ortiz	Veronica Ortiz	01/04/2013 03:05 PM
Auditor's Office	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Nora Linda Cruz Started On: 01/03/2013 04:21 PM

Final Approval Date: 01/04/2013

Nora Cruz

From: LQ0539GM@laquinta.com
Sent: Thursday, January 03, 2013 3:58 PM
To: Nora Cruz
Subject: Reservation Confirmation

1/3/2013 4:58:22 PM NiteVision 2010 SP0 HF2 P1

LA QUINTA INNS & SUITES

LA QUINTA INN COLLEGE STATION
607 TEXAS AVE
COLLEGE STATION, TX 77840
979-696-7777

RESERVATION CONFIRMATION

Confirmation#: 0539212273
BARBARA STORZ
331 HOLLYWOOD DR
EDINBURG, TX 785396117

Arrival Date: 1/7/2013
Departure Date: 1/10/2013
Number of Nights: 3
RoomType Reserved: KP- KING WITH MICROFRIDGE

Adults/Children 1/0
Method of Guarantee: ... 7360

Total Estimated Stay: $228.85

Rate Detail:
Room Charges: $199.00
Taxes: $29.85

Thank you for choosing La Quinta Inns & Suites for your upcoming hotel stay. Please contact us at least 24-hours before check-in should your travel plans change.

Plan your next stay with La Quinta Inns & Suites on LQ.com where you'll find the best rates online. Choose from hundreds of hotels across the U.S., Canada, and Mexico offering free high-speed Internet access, Free Bright Side Breakfast, and comfy beds.

Sincerely,

La Quinta Inns & Suites
wake up on the bright side

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 12/05/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Barbara Storz, CEA-Horticulture

EVENT INFORMATION

TITLE OF EVENT: 2013 Texas A&M AgriLife Conference

EVENT DATE(S) FROM: 01/07/13 TO: 01/10/13

DEPARTURE DATE: 01/07/13 RETURN DATE: 01/10/13

LOCATION OF EVENT: CITY: College Station STATE: Texas

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

x To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

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

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

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

x To promote the economic development interests of the County.

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$50.00	
Subtotal for Object Code 584	$ 50.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$228.85	
11. MEALS	$87.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 315.85	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 365.85	$

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

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

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

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

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

Barbara will be traveling together with Texas A&M AgriLife Extension District 12 Administrator, Dr. Ruben Saldana. He will be traveling in a state vehicle.

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

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

I certify that:

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

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

X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara C. Storz	01/3/2013	Nora Linda Cruz	383-1026

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

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

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

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

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

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 12/05/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Barbara Storz, CEA-Horticulture

EVENT INFORMATION

TITLE OF EVENT: 2013 Texas A&M AgriLife Conference

EVENT DATE(S) FROM: 01/07/13 TO: 01/10/13

DEPARTURE DATE: 01/07/13 RETURN DATE: 01/10/13

LOCATION OF EVENT: CITY: College Station STATE: Texas

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(CBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$60.00	
Subtotal for Object Code 584	$ 60.00	$
2. AIRFARE- ROUND TRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$228.85	
11. MEALS	$117.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 345.85	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 395.85	$

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

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

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

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

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

Barbara will be traveling together with Texas A&M AgriLife Extension District 12 Administrator, Dr. Ruben Sottilare. He will be traveling in a state vehicle.

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

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara C. Storz	1/3/2013	NoraLinda Cruz	383-1026

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	1/4/12		292-2025
CBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF CBM DEPARTMENT HEAD:	

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

Nora Cruz

From: LQ0539GM@laquinta.com
Sent: Thursday, January 03, 2013 3:58 PM
To: Nora Cruz
Subject: Reservation Confirmation

1/3/2013 4:58:22 PM NiteVision 2010 SP0 HF2 P1

LA QUINTA INNS & SUITES

LA QUINTA INN COLLEGE STATION
607 TEXAS AVE
COLLEGE STATION, TX 77840
979-696-7777

RESERVATION CONFIRMATION

Confirmation#: 0539212273
BARBARA STORZ
331 HOLLYWOOD DR
EDINBURG, TX 785396117

Arrival Date:	1/7/2013
Departure Date:	1/10/2013
Number of Nights:	3
RoomType Reserved:	KP- KING WITH MICROFRIDGE

Adults/Children 1/0
Method of Guarantee: ... 7360

Total Estimated Stay: $228.85

Rate Detail:

Room Charges:	$199.00
Taxes:	$29.85

Thank you for choosing La Quinta Inns & Suites for your upcoming hotel stay. Please contact us at least 24-hours before check-in should your travel plans change.

Plan your next stay with La Quinta Inns & Suites on LQ.com where you'll find the best rates online. Choose from hundreds of hotels across the U.S., Canada, and Mexico offering free high-speed Internet access, Free Bright Side Breakfast, and comfy beds.

Sincerely,

La Quinta Inns & Suites
wake up on the bright side

AI-36122 **Safety Division 7. I.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Roy Quintanilha **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Requesting permission/approval of travel for Armando Guzman to attend the MSW B Supervisor Course to be held in Denton, Texas on February 11-14, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-419-20-125-003-0-XXX

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

BUDGETARY IMPACT:

Available fund through req # 228368, 228360 & 228372.

Attachments

travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 03:15 PM
Veronica Ortiz	Veronica Ortiz	01/04/2013 03:07 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rosie Luna Started On: 01/03/2013 02:45 PM

Final Approval Date: 01/04/2013

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 01/03/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Safety Division
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Armando Guzman, Safety Officer

EVENT INFORMATION

TITLE OF EVENT:	MSW B Supervisor Course		
EVENT DATE(S) FROM:	02/11/13	TO:	02/14/13
DEPARTURE DATE:	02/10/13	RETURN DATE:	02/15/13
LOCATION OF EVENT: CITY:	Denton	STATE:	Texas

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S) Req# 228368	$ 650.00	
Subtotal for Object Code 584	$ 650.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING Req# 228360	$ 435.05	
11. MEALS Req# 228372	$ 225.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 660.05	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,310.05	$

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

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

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

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

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

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

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	1/3/13	Roy Quintanilha	292-7030

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	1/3/13		292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	**DATE:**	**SIGNATURE OF DBM DEPARTMENT HEAD:**	

COUNTY AUDITOR'S FORM T-1 (10/08)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Armando Guzman Jr	EMPLOYEE I.D. NO.: 129356	EMPLOYEE TITLE: Safety Officer
DEPARTMENT:	Safety Division	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?	no
DEPARTURE DATE:	2/10/13	RETURN DATE:	2/15/13
TIME OF DEPARTURE:	8:00 AM	TIME OF RETURN:	7:00 PM
TO CITY:	Denton	STATE:	Texas
SEMINAR/CONFERENCE/MEETING:	START DATE: 2/11/2013	END DATE: 2/14/2013	ACTUAL NO. OF DAYS 4
TITLE OF WORKSHOP/CONFERENCE:	MSW B Supervisor Course		
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicle	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.	
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?			
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Acquire MSW B Sueprvisor License

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 10-Feb	MONTH / DAY 11-Feb	MONTH / DAY 12-Feb	MONTH / DAY 13-Feb	MONTH/ DAY 14-Feb	MONTH / DAY 15-Feb	MONTH / DAY	Total	
Breakfast	$9.00		$9.00	$9.00	$9.00	$9.00	$9.00		$45.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00		$72.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00		$108.00	
Total	$39.00	$30.00	$39.00	$39.00	$39.00	$39.00	$39.00	$0.00	$225.00	$ 225.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.510 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $ _____

_____ . . . . . $ _____

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 225.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 3-1100-419-20-125-003-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	Roy Quintanilha DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (01/11)

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

DEPARTMENT:	Safety Division		
DEPARTURE DATE:	2/10/2013	RETURN DATE:	2/15/2013
TO CITY:	Denton	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Armando Guzman		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Acquire MSW B Supervisor License Certification

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	MSW B Supervisor Course		
SPONSORED BY:	Texas Environmental Training & Compliance		
REGISTRATION CHECK PAYABLE TO:	TETC		
REGISTRATION ADDRESS:	PO BOX 31	SEMINAR START DATE:	2/11/2013
	FROST, TX 76641	SEMINAR END DATE:	2/14/2013
		PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ 1.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	650
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:	3-1100-419-50-125-003-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	650

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . . A.	$	650.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	650.00
TOTAL 2ND PAGE (B + C + D):	$	435.05
GRAND TOTAL (A + B + C + D)	$	1,085.05

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
	ROY QUINTANILHA	292-7030

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
ARMANDO GUZMAN JR.	Armando Guzman	129356

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

DEPARTMENT:	Safety Division		
DEPARTURE DATE:	2/10/2013	RETURN DATE:	2/15/2013
TO CITY:	Denton	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Armando Guzman		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

B. HOTEL RESERVATION(S)

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

NAME OF HOTEL:	BEST WESTERN	HOTEL PHONE NO:	800-780-7234
ADDRESS OF HOTEL:	2450 BRINKER RD	CONFIRMATION N0.(s):	32746
	DENTON, TEXAS 76208		
ROOM RATE:	$ 77.00	PURCHASE ORDER NO.	
NUMBER OF NIGHTS:	5	GENERAL LEDGER ACCT NO:	3-1100-419-50-125-003-0-583
ROOM RATE:		TOTAL NO. OF ROOMS:	1
NUMBER OF NIGHTS:			
ROOM RATE:		HOTEL TAX RATE:	13.00%
NUMBER OF NIGHTS:			

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 435.05

C. CAR RENTAL(S)

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

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO	YES	IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.	
NAME OF CAR RENTAL COMPANY:			
ADDRESS OF CAR RENTAL COMPANY: *Note: Coordination of travel is required for every group of 4 or less*			
PHONE NUMBER OF CAR RENTAL COMPANY:			
VEHICLE NO. 1 TYPE:		VEHICLE NO. 2 TYPE:	
DAILY CAR RATE:		DAILY CAR RATE:	
NUMBER OF DAYS:		NUMBER OF DAYS:	
CONFIRMATION NO.:		CONFIRMATION NO.	
VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:		VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:	
PURCHASE ORDER NO.		GL ACCT NO:	

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

D. AIRFARE(S)

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

NAME OF AIRLINE COMPANY:			
ADDRESS OF AIRLINE COMPANY:			
PHONE NO. OF AIRLINE COMPANY:		CONFIRMATION NO.:	
ROUND TRIP AIRFARE PER PERSON:			
NUMBER OF TRAVELERS:			
GENERAL LEDGER ACCOUNT NUMBEI		P.O. NO.	

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

SUBTOTAL (B+C+D) $ 435.05

COUNTY AUDITOR'S FORM T-2 (08/08)

TETC 2013 TRAINING SCHEDULE

MSW A Supervisor Course		MSW B Supervisor Course		WasteScreening		Medical Waste	
DATE	**LOCATION**	**DATE**	**LOCATION**	**DATE**	**LOCATION**	**DATE**	**LOCATION**
January 14-17	Houston	February 11-14	Denton	March 6	Grand Prairie	July 2	Dallas
April22-25	Lubbock	May 13-16	Houston	September 20	Houston	December 6	Houston
June 10-13	Dallas	August 12-15	Grand Prairie				
October 14-17	Denton	November 4-7	Lubbock				
Call to set up an unscheduled class		*Call to set up an unscheduled class*		*Call to set up an unscheduled class*		*Call to set up an unscheduled class*	

REGISTRATION PROCESS

- Pre-Registration is mandatory to obtain course location information, etc.
- Complete the registration form or register through the TETC website at www.TETC-env.net
- Complete one form per student or duplicate as needed.
- Full payment must be received 10 business days before the course to qualify for Early Registration Fee. Purchase Orders do not qualify as full payment
- Upon full payment, TETC will forward course information to student. IF requested, manuals can be sent in advance of the class. If manuals are sent ahead, a mailing and handling charge will be assessed.
- Course Completion Certificate or notification to the TCEQ of course completion will not be issued until full payment is received.

REGISTRATION

Fax to: 972-692-7746
or
Email to: info@tetc-env.net

Please print **CLEARLY**. Fill out form **COMPLETELY**.

P.O. #: _____

Student Name: Armando Guzman JR **Company Name:** Hidalgo County Safety Division

Email: rosie.luna@co.hidalgo.tx.us **Phone:** 956-292-7030 **Fax:** 956-318-2658

Address: P.O. Box 1356 **City/State/Zip:** Edinburg, Tx 78539

Course Name: MSW B Supervisor Course **Course Date:** Feb. 11-14, 2013 (Full) **Renewal** ☐

TETC
P.O. Box 31
Frost, Texas 76641
Office: 903-695-0288
Fax: 972-692-7746
Email: info@tetc-env.net
www.TETC-env.net

If registered student is unable to attend class:

- *No charge if cancelation or transfer is complete 10 calendar days before the start of the course.*
- *70% refund if attendance is cancelled less than 10 calendar days before course begins.*
- *A $40.00 transfer fee if course transfer is requested less than 10 calendar days before the start of the course.*

Course B. - Registration and Policies

Pulsa aquí para ver la página en español

PayPal

TETC uses the simple and secure PayPal service.
We do not store credit card information!
You do not have to register for a PayPal account, just have an email address.
All students at the end of a course must have a check or money order in the amount of $111.00 made payable to TCEQ.
Cash or credit cards will not be accepted.

B Course - Processing Operations

This 30 hour course covers regulatory, management, and operational knowledge meeting the educational requirements for a MSW B Supervisor's License. This course is intended for supervisors of Type V, Processing and Composting facilities that are permitted or registered.

You have two (2) options. Option A is the 30 hour course. Options B is the course *renewal.*

MSW B Supervisor Course

Date/Location/Map Links

November 26-29, 2012 Plano
December 3-6, 2012 Kingsville (Closed)
February 11-14, 2013 Denton
May 13-16, 2013 Houston
August 12-15, 2013 Grand Prairie
November 4-7, 2013 Lubbock

Regular Course

Early Registration - $615
Standard Registration - $650
30 Hour Course

Select your option from the box below when making your purchase

Early-Standard
Early $615.00 USD
Date/Location
February 11-14, 2013 Denton
Add to Cart

Renewal Course

Early Registration
Standard Registration
15 Hour Course

Select your option from the box below when making your purchase

Early-Standard
Early $500.00 USD
Date/Location
February 11-14, 2013 Denton
Add to Cart

Call to Setup Unscheduled Classes

COURSE REGISTRATION PROCESS

1. Pre-registration is mandatory for us to ensure adequate materials are provided to the course location.
2. Two Options to register:
   - Complete the [illegible] with one form per student. Fax to (972) 692-7746
   - Register above by clicking on one of the options in the red box area. Students must call (903) 695-0288 if trying to register with less than 3 business days before the course!
3. Submit registration form and payment. Remember full payment must be received 10 business days before course begins to qualify for Early Registration Fee. Only a check, credit card or on-line payment qualifies as full payment for Early Registration Fee. Purchase Orders do not qualify as full payment.
4. If requested, course manuals can sent in advance of the class for mailing and handling charges.
5. Course Completion Certificate or notification to a state regulatory agency will not be issued until the full payment of course.

If registered student is unable to attend class.

1. No charge if cancellation or course transfer is completed 10 calendar days before start of the course.
2. 70% fee refund if attendance is canceled less than 10 calendar days before course begins.
3. A $40.00 transfer fee if course transfer is made within 10 calendar days before course begins.

Complimentary courses

TETC provides complimentary courses to employees of state regulatory agencies size permitting. They must call first!
TETC provides a complimentary course to the hosting organization if the class size reaches 12.

COURSE CANCELLATION

Courses may be canceled if a minimum number of 10 students has not registered five (5) calendar days prior to start date of course.
All registered students will be notified of the cancellation.
Registrations will be transferred to another course or refunded at no charge.

TETC-ENV Copyright © All rights reserved. . . . Another Website by East Texas Programming. Terms of use | Privacy policy

Rosie Luna

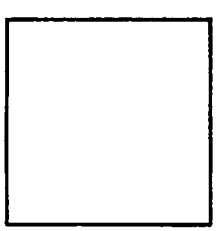
From: Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]
Sent: Thursday, January 03, 2013 11:20 AM
To: 'Rosie Luna'
Subject: FW: BEST WESTERN PREMIER CROWN CHASE Confirmation 32746

Here you go

city/state
1300 TX

nielda.cavazos@co.hidalgo.tx.us

From: stay@bwdenton.com [mailto:stay@bwdenton.com]
Sent: Thursday, January 03, 2013 10:42 AM
To: NIELDA.CAVAZOS@CO.HIDALGO.TX.US
Subject: BEST WESTERN PREMIER CROWN CHASE Confirmation 32746



2450 BRINKER ROAD
DENTON, TX 76208

Voice: (940) 387-1000
Fax: (940) 387-1001
Email: stay@bwdenton.com

Name:	ARMANDO GUZMAN
Arrival Date:	02/10/13
Departure Date:	02/15/13
Check-in Time:	3.00 PM
Check-out Time:	12:00 PM

Guests: 1 Adult(s), 0 Children

Room Type: 1 KING PLUS NSM SOFABED (KP)

Rate Type: Daily
Number of Nights: 5
Average Daily Rate: 77.00

• - 0.00
• - 0.00

Should you need to cancel your reservation, please contact us. Cancellations are required by 4:00 PM (local hotel time) the day of your arrival date, unless otherwise noted. Cancelling your reservation after 4:00 PM (local hotel time), or failing to show, will result in a charge equal to the first night's stay per room on your credit card. Taxes may apply. Failure to call or show before check-out time after the first night of a reservation will result in cancellation of the remainder of your reservation.

Traveling Interstate 35E North: Follow to Exit 463, continue on Frontage Road one mile, turn right onto Brinker Road. The BEST WESTERN PREMIER Crown Chase Inn & Suites will be on your left.

Traveling Interstate 35E South towards Dallas: Follow to Exit 462 (State School Road). At the light turn left and at the next light turn left. Follow the service road Northbound for one mile. The BEST WESTERN PREMIER Crown Chase Inn & Suites will be one mile on the right behind the On the Border

With our Status Match...No Catch® program, we will match your ELITE status in any other hotel loyalty program, FREE of charge. To match your ELITE status in any other hotel program, download the Status Match... No Catch form, provide us with proof of elite status with another hotel program, and we'll take of the rest! Question? Email or call us at 1-800-444-7646.

Stay connected with BEST WESTERN PREMIER Crown Chase Inn & Suites wherever you go:

At Best Western we appreciate your business and want to assure you are satisfied. Best Western is very confident in Our Lowest Rates Guaranteed Program and want you to continue to be. If you have found a lower rate on another website for the same Best Western branded hotel we want to hear about it. You must advise us within 24 hours of making your reservation on www.bestwestern.com

56.05

AI-36185 **Comm. Court Executive Office 7. J.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Field Agreement among USDA, Animal and Plant Health Inspection Service, Wildlife Services and Texas AgriLife Extension Service-Wildlife Services and Texas Wildlife Damage Management Association, Inc. and Hidalgo County

BACKGROUND

for the protection of crops, livestock and wildlife; and the control of predatory and problem wildlife Acct. #3-1100-461-00-125-025-0-350

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-461-00-125-025-0-350

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

BUDGETARY IMPACT:

Funds available as of 1-4-13. Additional funds in the amount of $6,000.00 pending interdept transfer, AI #36144, CC 1-8-13.

Cost of services are $2,700.00/month. Total estimated cost for year 2013 is $32,400.00

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 04:54 PM
Ivan Cantu	Ivan Cantu	01/04/2013 05:10 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 01/04/2013

Final Approval Date: 01/04/2013

TEXAS A&M AGRILIFE EXTENSION

WILDLIFE SERVICES

October 1, 2012

Please review the enclosed Wildlife Services Program's *Field Agreement* noting the new assessment of $2,700.00 per month, effective January 1, 2013. When your County Commissioner's Court approves this agreement; please have the honorable judge sign all four copies of the agreement document (original signature on each copy). A postage-paid and self-addressed envelope has been provided for your convenience.

After our State Director and District Supervisor signs your county *Field Agreement*, I will send you a copy for your files.

Should you have any questions or concerns, please contact our Corpus Christi District Supervisor, Rick Sramek at 361-299-1176.

Thank you,

Linda G. Forne'y
Corpus Christi District Office Manager

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 10/9/12 BY:

Corpus Christi District Office
Street Address:
2209 North Padre Island Drive
Suite L
Corpus Christi, TX 78469-9259
Tel. 361.299.1176
Fax. 361.299.2838

Mailing Address:
P.O. Box 9259
Corpus Christi, TX 78469-9259

Educational programs of the Texas AgriLife Extension Service are open to [illegible] to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating.

Wildlife Services is a program of Texas AgriLife Extension Service cooperating with the United States Department of Agriculture, Animal and Plant Health Inspection Service – Wildlife Services

United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife Services

P.O. Box 690170
San Antonio, TX
78269-0170
(210) 472-5451

May 14, 2012

DEAR WILDLIFE SERVICES (WS) STAKEHOLDER:

As you are aware, the Texas Wildlife Services Program is a cooperative program involving Federal funding through USDA-APHIS, State funding through Texas AgriLIFE Extension Service, part of the Texas A&M University system, and county and private rancher contributions collected and managed through Management Fund of the Texas Wildlife Damage Management Association. Currently, the Association assesses a $2,400 per month contribution to help offset the cost of a WS Specialist. The actual, per-employee cost of a Specialist, including vehicles, salary and benefits, equipment and other expenses is $5,400 per month.

The WS program is keenly aware of the current financial situation in Texas and across the nation. Over the past 5 years, State appropriations for the program have decreased over $355,000 and Federal appropriations have decreased by more than $250,000. WS has sought additional funding through grants, research contracts and by charging for municipal projects, but all of these require us to put the resources to use in a specific project area.

WS has also sought out every available cost-cutting method. We have decreased travel substantially, cut reimbursements to our employees for their cell phones and internet connections (which they use for government business) and integrated lower cost fleet vehicles. In the past 5 years, we have reduced 9 full-time federal positions, 4 full-time State support positions and cut field staff by more than 7 full-time positions when local level funding did not support these positions. While we regret any cut in field staff, these reductions have allowed us to dedicate more money to the existing positions, softening the effects of state and federal base funding reductions.

In reviewing our funding, it is clear that an increase in Management Fund assessment is necessary to continue the current level of services to our cooperators. You may recall that we increased funding by $200 per month in January 2011 (from $2200/month to the current $2400 per month). Prior to that, there had not been an increase since January 2006. You can well imagine that the cost to provide services has increased substantially (more than $200 per month) since 2006!

While the final decision regarding the increase is up to the Board of Directors of the Management Association, I am recommending an increase of $300 per month effective January 2013. The new assessment would then be $2,700 per month per position (some counties support more than 1 position). Please consider that new assessment amount when you consider your 2013 budgets.

In closing, I want to stress that the increase is due to increasing costs and decreasing state and federal funds. This is not a pay-raise for employees. The legislature has frozen the salaries of State employees and our hard-working trappers are among the lowest paid professionals in the State system. Our starting salary for trappers is only $23,000 annually and the fact that we can retain such a high quality of field employees is a marvel in itself. They certainly deserve more, but given our current fiscal situation it is unlikely that we can pay them what they're worth. We will, however, continue to focus on providing the highest quality service for our customers.

Please feel free to contact any of the District Supervisors, Assistant State Director Bruce Leland or me if you have questions or concerns about the program or the increase in funding. We look forward to continuing to serve rural Texas with critical wildlife damage management services.

Sincerely,



Michael J. Bodenchuk
State Director

MF-6
(06/2008)

Agreement No. _____

FIELD AGREEMENT
Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
Texas AgriLife Extension Service - Wildlife Services
and
Texas Wildlife Damage Management Association, Inc.
and

HIDALGO COUNTY
Cooperator

In accordance with the terms of the Memorandum of Understanding between the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services; The Texas A&M University System, Texas AgriLife Extension Service - Wildlife Services; and the Texas Wildlife Damage Management Association, Inc. (collectively known as the Texas Wildlife Services Program [TWSP]) a copy of which is on file at the State Office, San Antonio, Texas, this field agreement is intended to augment the wildlife damage management activities of the TWSP.

THEREFORE, It Is Mutually Agreed That:

1. The cooperative wildlife damage management program conducted under the terms of this agreement shall be under direct supervision of the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services. A local representative of the TWSP will frequently consult with the Cooperator relative to the extent of the TWSP's participation in the plans and procedures that are necessary to best serve the interest of the parties hereto.
2. The Cooperator will provide funds to the Texas Wildlife Damage Management Fund for the employment of personnel, fringe benefits, payment of travel and other expenses as necessary to fulfill the mission of the cooperative program. The TWSP will contribute to the salary, travel costs, and all other necessary expenses to carry out an effective program.
3. The State Director of the TWSP or designated official will certify as to the accuracy of all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided, that no funds of the Cooperator will be transferred to any such employee working under the terms of this agreement.
4. Authority exists under the Animal Damage Control Act of March 2, 1931, (7 U.S.C. 426-426c, as amended) and the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988 (P.L. 100-202) for Wildlife Services to cooperate with states, individuals, public and private agencies, organizations, and institutions in the control of nuisance animals injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.
5. The TWSP will hold the Cooperator harmless from any liability arising from the negligent act or omission of an officer of a managing cooperative entity or employee acting within the scope of his/her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, their employees, agents, or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.
6. Furs or other parts of monetary value taken from wild animals will be handled in accordance with the provision of Article 3 f. of the Memorandum of Understanding.
7. This agreement and any continuation thereof shall be contingent upon availability of funds. It is understood and agreed that any monies allocated for the purpose of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the appropriate managing cooperative entity that is making the funds available.
8. This agreement shall continue in force and effect until superseded or terminated. Terms and service fees may be reviewed and revised periodically. It may be amended by mutual agreement by executing a corresponding field agreement. This agreement may be terminated by either party upon thirty (30) days written notice.

NOW, THEREFORE, Pursuant To Section 2 Above, It Is Mutually Agreed That:

1. The TWSP shall furnish supervision of the project and shall provide equipment and other supplies required in the operation of the project.
2. The Cooperator shall pay the Texas Wildlife Damage Management Fund for wildlife damage management services in the amount of $ 2,700.00 / Monthly (monthly, annually) for the period:

January 1, 2013 _____ to until terminated _____ to be spent primarily for the purposes outlined herein: For the protection of crops, livestock, and wildlife; and the control of predatory and problem wildlife.

The Cooperator further agrees to make this payment to the Texas Wildlife Damage Management Fund promptly upon receipt of a monthly invoice for services provided. The TWSP will provide a report of the wildlife damage management activities. Failure of the Cooperator to make this contribution within thirty (30) days after receipt of this invoice will, at the option of the TWSP, terminate the agreement at the end of the period.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates opposite their respective signatures.

_____, _____ By _____
Cooperator

_____, _____ By _____
District Supervisor

_____, _____ By _____
State Director

STATE OFFICE

AI-36108 **Constables 8. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Precinct No. 2:
Discussion, consideration, and approval to appoint Deputy Constables by Constable Martin Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.011 as follows:

Armando Campos	Senaida Alonzo
Carlos Elizondo	Fernando Gaitan
Roberto Perez	Juan Arenas

BACKGROUND

Slot No.'s 0003, 0004, 0005, 0007 and 0009.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact. Funds have already been budgeted within slot no.'s 0003, 0004, 0005, 0007 and 0009.

Attachments

LGC Sec 86.011

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 11:03 AM
Sylvia Solis	Sylvia Solis	01/04/2013 11:37 AM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 01/03/2013 10:51 AM

Final Approval Date: 01/04/2013

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

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

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole

amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001. Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

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

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

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

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

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

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

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

Acts 2007, 80th Leg., R.S., Ch. 421, Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

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

AI-35998 **Constables 8. B.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Precinct No. 3:
1. Discussion, consideration, and approval to appoint the below listed persons as Deputy Constables by Constable Lazaro Gallardo, Jr., Constable Precinct 3 in accordance with Texas Local Government Code Section 86.011:

Horaldo Sanchez	Georgina Bermudez
Eldon Dunn	Rodolfo Trevino
Dan Broyles	Rafael Ochoa
Joel Contrereas	Ruben Salinas
Selena Garza	Reynaldo Trevino
Reynaldo Reyna	Richard Flores
Victor Javier Rodriguez	Santos Alanis
Miguel Zamora	Leroy Ortiz
Hugo Rangel	

2. Discussion, consideration, and approval to appoint the below listed persons as Reserve Deputy Constables by Constable Lazaro Gallardo, Jr., Constable Precinct 3 in accordance with Texas Local Government Code Section 86.012:

Howard Hawbaker	Alfredo Saldana
Miguel Rodriguez	Antonio Pena
James Olivarez	Leonardo Longoria
Juan Alvarez	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

No fiscal impact. The salaries and fringes of the paid f/t Deputy Constables have already been budgeted in the 2013 Adopted Budget.

Reserve Deputies do not get paid from Co. funds.

Attachments

LGC Sec. 86.011 & 86.012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/28/2012 09:53 AM
Erika Zamora	Obdett Calzada	01/04/2013 01:19 PM
Ivan Cantu	Ivan Cantu	01/04/2013 03:29 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rachel Cavazos Started On: 12/27/2012 03:16 PM

Final Approval Date: 01/04/2013

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

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

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-35882 **Constables 8. C.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: J.E. **Submitted By:** Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct No. 4:
1. Discussion, consideration, and approval to appoint the below listed persons as Deputy Constable by Constable J.E. "Eddie" Guerra, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

Joel Rivera	David Garza Jr.
Aaron Moreno	Teodoro Lemus
Michael Anzaldua	Albert A. Collins
David T. Sanchez	Romeo Pena Jr.
Martin B. Brown	Roy Quintanilha (non-paid /full time)
Carlos Gonzales	Oscar Montoya (non-paid/full time)
Raul Salinas Jr.	Charles Yoder (non-paid/full time)
Joaquin Vasquez	Colin B. Ashburn (non-paid/full time)
Robert Lugo Jr.	Francisco J. Guerrero (non-paid/full time)

2. Discussion, consideration, and approval to appoint the below listed persons as Reserve Deputy Constable by Constable J.E. "Eddie" Guerra, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012.

William Blake Sutton	Marcos Perez
Lee P. Foster	Homer Garza
Peter L. Palmer	Rene Parrao
James Moon	Mario Martinez
Robert Vela Jr.	Sergio Reyes
Dwight F. Yoder	Lorenzo Ortiz Jr.

BACKGROUND

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

Constable Guerra will be exercising his discretion and will not be requiring Roy Quintanilha or Oscar D. Montoya to have an official bond.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co. Salaries of paid F/T Deputy Constables have been budgeted in the 2013 Adopted Budget. Reserve Deputy Constables do not get paid from Co. funds.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/26/2012 03:26 PM
Ivan Cantu	Ivan Cantu	12/28/2012 01:26 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Joel Rivera Started On: 12/18/2012 01:34 PM

Final Approval Date: 01/04/2013

AI-35883 **9. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:
Approval to pay Shana Lively, 398th District Court Reporter, the amount of $200.00 in relation to reimbursement of registration fees for continuing education online courses paid with personal funds with authority for County Treasurer to issue check after review, audit, and processing procedures are complete by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-009-001-0-584

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

BUDGETARY IMPACT:

Req #226613 for Shana Lively Liles-Funds available as of 12-18-12.

Attachments

CEU Registration Fees Paid by Shana Lively

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/18/2012 02:17 PM
Ivan Cantu	Ivan Cantu	12/18/2012 02:45 PM
Auditor's Office	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Esther Cantu Started On: 12/18/2012 01:34 PM

Final Approval Date: 01/04/2013

Court Reporter Continuing Education Units

CourtReporterCEU

- Home

Accounts
- Create an Account
- Login
- Logout
- View Account Status

Lessons And Exams
- Lessons Available
- Limited Lessons States
- Take An Exam
- Buy Lessons

Webmaster

Website Last Updated:
18 November 2012

Thank you for your purchase! Transaction id: 11034
Please save this number for your records.
You bought the following lessons:

Purchased 19 Nov 2012

Lessons Paid For:

Construction Defect (TEXAS-APPROVED) ($50)
Forensic Entomology (TX and NJ-APPROVED) ($50.00)
Texas Government Code - Chapter 52 - Fulfills Ethics Required Hours (2.5) ($50.00)
Total Cost: $150

INVOICE RECEIVED BY: _____ ON 11/19/12
GOODS/SERVICES RECEIVED BY: _____ ON _____
APPROVED BY: _____

2012 DEC 6 PM 2 38

Court Reporter Continuing Education Units

CourtReporterCEU

- Home

Accounts
- Create an Account
- Login
- Logout
- View Account Status

Lessons And Exams
- Lessons Available
- Limited Lessons States
- Take An Exam
- Buy Lessons

Webmaster

Website Last Updated:
18 November 2012

Thank you for your purchase! Transaction id: 11033
Please save this number for your records.
You bought the following lessons:

Purchased 19 Nov 2012

Lessons Paid For:

Trust Law (TEXAS-APPROVED) ($50.00)
Total Cost: $50

INVOICE RECEIVED BY: ON 11/19/12
GOODS/SERVICES RECEIVED BY: ON
APPROVED BY:

2012 DEC 6 PM 2 38

AI-36084 **District Attorney 10. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Approval of auto allowance in the amount of $900.00 each for slots 009, 101 & 102.
2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Positions weren't funded the auto allowance when the 2013 budget was approved.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for auto allowance plus related fringe benefit exenditures available from Co. Wide Adm. - Contingency. (Refer to AI-35984)

Attachments

DAAAFORMS

Fiscal Note

Revised salary schedule

PARs

Interdept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 04:23 PM
Human Resources	Nereida Garza	01/03/2013 04:38 PM
Budget & Management	Obdett Calzada	01/03/2013 04:50 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Roy Cazares Started On: 01/02/2013 03:36 PM

Final Approval Date: 01/04/2013

HIDALGO COUNTY, TEXAS
Auto Allowance Authorization Form

Department Name/Number: District Attorney's Office Date: 1/8/2013

Position Title: Assistant District Attorney III Position Slot No. : 101 & 102

Position Status: ■ Vacant ☐ Current

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

Employee Name: Vacant Employee Number: _____

Employee Driver License No.: _____

Auto Allowance Amount Request: $900.00

Auto Allowance to be funded from one of the following:

☐ Current Department Budget ■ Annual Budget Cycle ☐ Will Require Additional Funds ☐ Other

VEHICLE INFORMATION

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

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

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

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

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

JUSTIFICATION FOR AUTO ALLOWANCE

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

Will travel to interview witness(es)/victim(s) and also will be going to the different law enforcment agencies in the county to interview police officers or review evidence.

_____ _____

Employee Signature **Date**

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

1/2/2013

Roy Cazares for Rene Guerra, Criminal District Attorney Date Funding Available in Dept. Budget ☐ YES ■ NO

DBM XXX
Revised: April 2011

HIDALGO COUNTY, TEXAS
Auto Allowance Authorization Form

Department Name/Number: District Attorney's Office Date: 1/8/2013

Position Title: Assistant District Attorney III Position Slot No. : 9

Position Status: ☐ Vacant ■ Current

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

Employee Name: Victoria D. Muniz Employee Number: 156558

Employee Driver License No.: XXXX3360

Auto Allowance Amount Request $900.00

Auto Allowance to be funded from one of the following:

☐ Current Department Budget ■ Annual Budget Cycle ☐ Will Require Additional Funds ☐ Other

VEHICLE INFORMATION

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

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

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

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

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

JUSTIFICATION FOR AUTO ALLOWANCE

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

Will travel to interview witness(es)/victim(s) and also will be going to the different law enforcment agencies in the county to interview police officers and review evidence.

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

Employee Signature 1/3/13 **Date**

1/2/2013

Roy Cazares for Rene Guerra, Criminal District Attorney Date Funding Available in Dept. Budget ☐ YES ■ NO

DBM XXX
Revised: April 2011

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, January 08, 2013** **Agenda Item:** 36084

Summary of request/proposal:
CRIMINAL DA (1100)
Approval of auto allowance in the amount of $900.00 each for slots 009, 101 & 102.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ASSISTANT DISTRICT ATTORNEY III	0009	118	0.00	900.00	900.00
1100	ASSISTANT DISTRICT ATTORNEY II	0101	118	0.00	900.00	900.00
1100	ASSISTANT DISTRICT ATTORNEY II	0102	118	0.00	900.00	900.00
				0.00	2,700.00	2,700.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-412-00-080-002-0-	113	CRIMINAL DA -	REG F/T EMPLOYEES	$0.00
3-1100-412-00-080-002-0-	118	CRIMINAL DA -	AUTO ALLOWANCE	$2,648.28
3-1100-412-00-080-002-0-	211	CRIMINAL DA -	HEALTH INSURANCE	$0.00
3-1100-412-00-080-002-0-	212	CRIMINAL DA -	LIFE INSURANCE	$0.00
3-1100-412-00-080-002-0-	220	CRIMINAL DA -	FICA	$202.59
3-1100-412-00-080-002-0-	230	CRIMINAL DA -	RETIREMENT	$273.30
3-1100-412-00-080-002-0-	250	CRIMINAL DA -	UNEMPLOYMENT COMP	$13.24
3-1100-412-00-080-002-0-	260	CRIMINAL DA -	WORKER'S COMP	$0.79
			2013 Budgetary Impact	$3,138.20

2014 Budgetary Impact: $3,199.50

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-080-002-0

AI - 36084

CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	$102,549.00	$0.00	$102,549.00	0.03	$3,076.47	$0.00	$105,625.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	$99,745.00	$0.00	$99,745.00	0.03	$2,992.35	$0.00	$102,737.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	$91,333.00	$0.00	$91,333.00	0.03	$2,739.99	$0.00	$94,073.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	$91,333.00	$0.00	$91,333.00	0.03	$2,739.99	$0.00	$94,073.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	$82,921.00	$0.00	$82,921.00	0.03	$2,487.63	$0.00	$85,409.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	$85,725.00	$735.00	$86,460.00	0.03	$2,593.80	$0.00	$89,054.00	$0.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$4,740.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	$49,344.00	$0.00	$49,344.00	0.03	$1,480.00	$0.00	$50,824.00	$0.00	$0.00	$0.00	$0.00	$900.00 ~~$0.00~~	$0.00	$0.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	$58,888.00	$0.00	$58,888.00	0.03	$1,766.64	$0.00	$60,655.00	$0.00	$960.00	$0.00	$0.00	$900.00	$0.00	$1,860.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	$78,303.00	$0.00	$78,303.00	0.03	$2,349.09	$0.00	$80,652.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	$73,495.00	$0.00	$73,495.00	0.03	$2,204.85	$0.00	$75,700.00	$0.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$3,540.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	$75,899.00	$301.00	$76,200.00	0.03	$2,286.00	$0.00	$78,486.00	$0.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$4,500.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	$71,091.00	$809.00	$71,900.00	0.03	$2,157.00	$0.00	$74,057.00	$0.00	$4,800.00	$0.00	$0.00	$900.00	$0.00	$5,700.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	$73,495.00	$485.00	$73,980.00	0.03	$2,219.40	$0.00	$76,199.00	$0.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$4,020.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	$71,091.00	$1,089.00	$72,180.00	0.03	$2,165.40	$0.00	$74,345.00	$0.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$4,020.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	$71,091.00	$0.00	$71,091.00	0.03	$2,132.73	$0.00	$73,224.00	$0.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$3,540.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	$66,634.00	$0.00	$66,634.00	0.03	$1,999.02	$0.00	$68,633.00	$0.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$3,780.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	$56,962.00	$0.00	$56,962.00	0.03	$1,708.86	$0.00	$58,671.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	$56,898.00	$0.00	$56,898.00	0.03	$1,706.94	$0.00	$58,605.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0022	113	ASSISTANT DISTRICT ATTORNEY III	$63,071.00	$0.00	$63,071.00	0.03	$1,892.13	$0.00	$64,963.00	$0.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$3,780.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	$67,536.00	$0.00	$67,536.00	0.03	$2,026.08	$0.00	$69,562.00	$0.00	$2,160.00	$0.00	$0.00	$900.00	$0.00	$3,060.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	$49,159.00	$0.00	$49,159.00	0.03	$1,474.77	$0.00	$50,634.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0026	113	ASSISTANT DISTRICT ATTORNEY III	$61,043.00	$0.00	$61,043.00	0.03	$1,831.29	$0.00	$62,874.00	$0.00	$2,160.00	$0.00	$9,910.00	$900.00	$0.00	$13,095.00
0027	113	ASSISTANT DISTRICT ATTORNEY III	$61,011.00	$0.00	$61,011.00	0.03	$1,830.33	$0.00	$62,841.00	$0.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$3,780.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	$59,488.00	($1.00)	$59,487.00	0.03	$1,785.00	$0.00	$61,272.00	$0.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$3,540.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	$50,620.00	$0.00	$50,620.00	0.03	$1,518.60	$0.00	$52,139.00	$0.00	$960.00	$0.00	$0.00	$900.00	$0.00	$1,860.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	$55,788.00	$0.00	$55,788.00	0.03	$1,673.64	$0.00	$57,462.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	$59,015.00	$0.00	$59,015.00	0.03	$1,770.45	$0.00	$60,785.00	$0.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$2,820.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	$56,896.00	($1.00)	$56,895.00	0.03	$1,707.00	$0.00	$58,602.00	$0.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$2,820.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0034	113	CRIMINAL INVESTIGATOR III	$54,890.00	$0.00	$54,890.00	0.03	$1,646.70	$0.00	$56,537.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0035	113	HUMAN RESOURCES COORDINATOR IV	$58,220.00	$0.00	$58,220.00	0.03	$1,746.60	$0.00	$59,967.00	$0.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$1,740.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	$58,020.00	($1.00)	$58,019.00	0.03	$1,741.00	$0.00	$59,760.00	$0.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$2,820.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	$55,884.00	$0.00	$55,884.00	0.03	$1,677.00	$0.00	$57,561.00	$0.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$2,820.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0040	113	ASSISTANT DISTRICT ATTORNEY II	$54,303.00	$0.00	$54,303.00	0.03	$1,629.09	$0.00	$55,932.00	$0.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$2,580.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	$47,675.00	$0.00	$47,675.00	0.03	$1,430.00	$0.00	$49,105.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0042	113	CRIMINAL INVESTIGATOR II	$51,743.00	$0.00	$51,743.00	0.03	$1,552.00	$0.00	$53,295.00	$0.00	$960.00	$0.00	$0.00	$3,600.00	$0.00	$4,560.00
0043	113	ASSISTANT DISTRICT ATTORNEY II	$47,913.00	$0.00	$47,913.00	0.03	$1,437.00	$0.00	$49,350.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	$46,119.00	$0.00	$46,119.00	0.03	$1,383.57	$0.00	$47,503.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0045	113	ASSISTANT DISTRICT ATTORNEY II	$48,948.00	$1.00	$48,949.00	0.03	$1,468.00	$0.00	$50,417.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0046	113	ASSISTANT DISTRICT ATTORNEY II	$54,303.00	$0.00	$54,303.00	0.03	$1,629.09	$0.00	$55,932.00	$0.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$2,580.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	$48,816.00	$0.00	$48,816.00	0.03	$1,464.00	$0.00	$50,280.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-080-002-0

AI - 36084

CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0048	113	ASSISTANT DISTRICT ATTORNEY II	$48,876.00	$0.00	$48,876.00	0.03	$1,466.00	$0.00	$50,342.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0049	113	ASSISTANT DISTRICT ATTORNEY II	$48,952.00	$0.00	$48,952.00	0.03	$1,468.56	$0.00	$50,421.00	$0.00	$0.00	$0.00	$4,122.00	$900.00	$0.00	$5,022.00
0050	111	CRIMINAL DISTRICT ATTORNEY	$48,654.00	$0.00	$48,654.00	0.03	$1,459.62	$0.00	$50,114.00	$0.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$8,000.00
0051	113	ASSISTANT DISTRICT ATTORNEY II	$47,352.00	$0.00	$47,352.00	0.03	$1,420.56	$0.00	$48,773.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0052	113	ACCOUNTANT IV	$47,227.00	$0.00	$47,227.00	0.03	$1,416.81	$0.00	$48,644.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0053	113	CRIMINAL INVESTIGATOR I	$44,908.00	$0.00	$44,908.00	0.03	$1,347.24	$0.00	$46,255.00	$0.00	$420.00	$0.00	$0.00	$3,600.00	$0.00	$420.00
0055	113	EXECUTIVE ASSISTANT II	$43,322.00	($1.00)	$43,321.00	0.03	$1,300.00	$0.00	$44,621.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0056	113	EXECUTIVE ASSISTANT I	$40,742.00	$0.00	$40,742.00	0.03	$1,222.00	$0.00	$41,964.00	$0.00	$2,040.00	$0.00	$0.00	$0.00	$0.00	$2,040.00
0057	113	EXECUTIVE ASSISTANT I	$36,495.00	($1.00)	$36,494.00	0.03	$1,095.00	$0.00	$37,589.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0058	113	EXECUTIVE ASSISTANT I	$36,495.00	($1.00)	$36,494.00	0.03	$1,095.00	$0.00	$37,589.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0059	113	ADMINISTRATIVE ASSISTANT IV	$33,465.00	$0.00	$33,465.00	0.03	$1,003.95	$0.00	$34,469.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0060	113	ADMINISTRATIVE ASSISTANT IV	$33,465.00	$0.00	$33,465.00	0.03	$1,003.95	$0.00	$34,469.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
0061	113	ADMINISTRATIVE ASSISTANT IV	$33,365.00	$0.00	$33,365.00	0.03	$1,000.95	$0.00	$34,366.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0062	113	ADMINISTRATIVE ASSISTANT IV	$33,323.00	($1.00)	$33,322.00	0.03	$1,000.00	$0.00	$34,322.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0063	113	ADMINISTRATIVE ASSISTANT IV	$33,323.00	($1.00)	$33,322.00	0.03	$1,000.00	$0.00	$34,322.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0064	113	ADMINISTRATIVE ASSISTANT IV	$33,323.00	($1.00)	$33,322.00	0.03	$1,000.00	$0.00	$34,322.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0065	113	ADMINISTRATIVE ASSISTANT IV	$32,255.00	($1.00)	$32,254.00	0.03	$968.00	$0.00	$33,222.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0066	113	ADMINISTRATIVE ASSISTANT II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0067	113	ADMINISTRATIVE ASSISTANT III	$31,280.00	$0.00	$31,280.00	0.03	$938.40	$0.00	$32,218.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0068	113	ADMINISTRATIVE ASSISTANT III	$31,179.00	($1.00)	$31,178.00	0.03	$935.00	$0.00	$32,113.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0069	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	ADMINISTRATIVE ASSISTANT II	$27,045.00	$0.00	$27,045.00	0.03	$811.00	$0.00	$27,856.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0071	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	ADMINISTRATIVE ASSISTANT II	$26,080.00	$1.00	$26,081.00	0.03	$782.00	$0.00	$26,863.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0073	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	ADMINISTRATIVE ASSISTANT II	$25,116.00	$0.00	$25,116.00	0.03	$753.48	$0.00	$25,869.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	ADMINISTRATIVE ASSISTANT II	$24,278.00	$0.00	$24,278.00	0.03	$728.34	$0.00	$25,006.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0076	113	ADMINISTRATIVE ASSISTANT II	$24,192.00	$0.00	$24,192.00	0.03	$725.76	$0.00	$24,918.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0077	113	ADMINISTRATIVE ASSISTANT II	$24,154.00	$0.00	$24,154.00	0.03	$724.62	$0.00	$24,879.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0078	113	ADMINISTRATIVE ASSISTANT II	$24,154.00	$0.00	$24,154.00	0.03	$724.62	$0.00	$24,879.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0079	113	ADMINISTRATIVE ASSISTANT II	$24,154.00	$0.00	$24,154.00	0.03	$724.62	$0.00	$24,879.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0080	113	ADMINISTRATIVE ASSISTANT II	$23,279.00	$0.00	$23,279.00	0.03	$698.37	$0.00	$23,977.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0081	113	ADMINISTRATIVE ASSISTANT I	$19,054.00	$0.00	$19,054.00	0.03	$571.62	$0.00	$19,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0082	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0083	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0084	113	CLERK II	$20,570.00	$1,083.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0086	113	CLERK II	$20,570.00	$1,083.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CRIMINAL INVESTIGATOR I	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$3,600.00	$0.00	$0.00
0088	113	CLERK II	$21,653.00	$347.00	$22,000.00	0.03	$660.00	$0.00	$22,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0089	113	ASSISTANT DISTRICT ATTORNEY IV	$68,687.00	$0.00	$68,687.00	0.03	$2,060.61	$0.00	$70,748.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	$58,888.00	($1.00)	$58,887.00	0.03	$1,767.00	$0.00	$60,654.00	$0.00	$1,159.42	$0.00	$0.00	$900.00	$0.00	$2,059.42
0091	113	ASSISTANT DISTRICT ATTORNEY IV	$68,687.00	$0.00	$68,687.00	0.03	$2,060.61	$0.00	$70,748.00	$0.00	$4,080.00	$0.00	$0.00	$900.00	$0.00	$4,980.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
A094	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-080-002-0

AI - 36084

CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0095	113	ASSISTANT DISTRICT ATTORNEY II	$45,977.00	$0.00	$45,977.00	0.03	$1,379.00	$0.00	$47,356.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0096	113	ADMINISTRATIVE ASSISTANT II	$28,231.00	$0.00	$28,231.00	0.03	$846.93	$0.00	$29,078.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	$58,888.00	$0.00	$58,888.00	0.03	$1,766.64	$0.00	$60,655.00	$0.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$2,340.00
0098	113	ASSISTANT DISTRICT ATTORNEY III	$49,629.00	($1.00)	$49,628.00	0.03	$1,489.00	$0.00	$51,117.00	$0.00	$4,080.00	$0.00	$0.00	$900.00	$0.00	$4,980.00
0099	113	CRIMINAL INVESTIGATOR II	$0.00	$50,487.00	$50,487.00	0.03	$1,515.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0100	113	CRIMINAL INVESTIGATOR II	$0.00	$50,487.00	$50,487.00	0.03	$1,515.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0101	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$50,487.00	$50,487.00	0.03	$1,515.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	**$900.00** ~~$0.00~~	$0.00	$0.00
0102	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$50,487.00	$50,487.00	0.03	$1,515.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	**$900.00** ~~$0.00~~	$0.00	$0.00
0103	113	ADMINISTRATIVE ASSISTANT I	$0.00	$23,385.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0104	113	TECHNICIAN II	$0.00	$27,276.00	$27,276.00	0.03	$818.00	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0105	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$56,500.00	$56,500.00	0	$0.00	$0.00	$56,500.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$0.00
0106	113	ADMINISTRATIVE ASSISTANT II	$0.00	$29,200.00	$29,200.00	0	$0.00	$0.00	$29,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$4,497,141.00	$344,230.00	$4,841,371.00		$142,671.82	$0.00	$4,984,052.00	$0.00	$120,999.42	$0.00	$4,122.00	$69,200.00	$0.00	$193,556.42

Approval of the above highlighted personnel actions.
All personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 03 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: DISTRICT ATTORNEY OFFICE (180-002) DATE: 1/3/2013

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III CURRENT SLOT #: 0009, 0101 & 0102

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 (Current G&S/ Budgeted Salary) $ 900.00 x 3 (Proposed G&S/ Budgeted Salary) $ 2,700.00 (Net Change)

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other CO. WIDE ADM. - CONTINGENCY

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

Auto allowance covers for the trips that the ADA will make to interview witness(es)/victim(s) and also will be going to the different law enforcement agencies in the county to interview police officers or review evidence.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	01/03/2013 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	01.03.13 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01-04-13 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

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

ACCOUNT NUMBER: 3-1100-4XX-00-1XX-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
3-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(3,138.20)
TO			
3-1100-412-00-080-002-0- 118	CRIMINAL DA	AUTO ALLOWANCE	2,648.28
3-1100-412-00-080-002-0- 220	CRIMINAL DA	FICA	202.59
3-1100-412-00-080-002-0- 230	CRIMINAL DA	RETIREMENT	273.30
3-1100-412-00-080-002-0- 250	CRIMINAL DA	UNEMPLOYMENT COMP	13.24
3-1100-412-00-080-002-0- 260	CRIMINAL DA	WORKERS' COMP	0.79
		TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to fund auto allowance in the amount of $900.00 and related fringe benefit expenditures for slots 0009, 0101 & 0102.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-36110 **District Attorney 10. B.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

District Attorney's Office (1100):
1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Budgeted Salary
Create	0105	Assistant District Attorney II	$56,500.00
Authorize Allowance			$900.00
Create	0106	Administrative Assistant II	$29,200.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for salary and auto allowance plus related fringe benefit exenditures available from Co. Wide Adm. - Contingency. (Refer to AI-35984)

Attachments

Job Descriptions
Revised salary schedule
Fiscal Note
Auto Allowance Form
PARs
inter transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 02:17 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Sylvia Rios Started On: 01/03/2013 11:20 AM

Final Approval Date: 01/04/2013

ADMINISTRATIVE ASSISTANT II

GRADE: 06

GENERAL DESCRIPTION

Employee performs routine administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. 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 and disseminates information concerning agency programs and services

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries and interprets rules, regulations, policies, and procedures

Assists in the development of administrative or technical assistance policies and procedures

Assists in planning meetings and conferences

May assist in researching, composing, designing, or editing agency publications

May review and route mail

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of experience in administrative support work in a governmental setting; Graduation from a standard senior high school or equivalent and a certification of completion from vocational training is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement administrative procedures; to interpret rules, regulations, policies, and procedures; to communicate effectively; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- 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

ASSISTANT DISTRICT ATTORNEY II

GRADE: 14

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

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

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

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

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

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

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

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

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

Drafts legal instruments and various documents with legal implications

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

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

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in legal setting with prior experience in the relevant areas of law preferred. Juris Doctorate (JD) degree required. Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Must be computer literate

Knowledge of all applicable laws and procedures

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-080-002-0

AI - 36110

CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	$102,549.00	$0.00	$102,549.00	0.03	$3,076.47	$0.00	$105,625.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	$99,745.00	$0.00	$99,745.00	0.03	$2,992.35	$0.00	$102,737.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	$91,333.00	$0.00	$91,333.00	0.03	$2,739.99	$0.00	$94,073.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	$91,333.00	$0.00	$91,333.00	0.03	$2,739.99	$0.00	$94,073.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	$82,921.00	$0.00	$82,921.00	0.03	$2,487.63	$0.00	$85,409.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	$85,725.00	$735.00	$86,460.00	0.03	$2,593.80	$0.00	$89,054.00	$0.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$4,740.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	$49,344.00	$0.00	$49,344.00	0.03	$1,480.00	$0.00	$50,824.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	$58,888.00	$0.00	$58,888.00	0.03	$1,766.64	$0.00	$60,655.00	$0.00	$960.00	$0.00	$0.00	$900.00	$0.00	$1,860.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	$78,303.00	$0.00	$78,303.00	0.03	$2,349.09	$0.00	$80,652.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	$73,495.00	$0.00	$73,495.00	0.03	$2,204.85	$0.00	$75,700.00	$0.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$3,540.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	$75,899.00	$301.00	$76,200.00	0.03	$2,286.00	$0.00	$78,486.00	$0.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$4,500.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	$71,091.00	$809.00	$71,900.00	0.03	$2,157.00	$0.00	$74,057.00	$0.00	$4,800.00	$0.00	$0.00	$900.00	$0.00	$5,700.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	$73,495.00	$485.00	$73,980.00	0.03	$2,219.40	$0.00	$76,199.00	$0.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$4,020.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	$71,091.00	$1,089.00	$72,180.00	0.03	$2,165.40	$0.00	$74,345.00	$0.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$4,020.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	$71,091.00	$0.00	$71,091.00	0.03	$2,132.73	$0.00	$73,224.00	$0.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$3,540.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	$66,634.00	$0.00	$66,634.00	0.03	$1,999.02	$0.00	$68,633.00	$0.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$3,780.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	$56,962.00	$0.00	$56,962.00	0.03	$1,708.86	$0.00	$58,671.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	$56,898.00	$0.00	$56,898.00	0.03	$1,706.94	$0.00	$58,605.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0022	113	ASSISTANT DISTRICT ATTORNEY III	$63,071.00	$0.00	$63,071.00	0.03	$1,892.13	$0.00	$64,963.00	$0.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$3,780.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	$67,536.00	$0.00	$67,536.00	0.03	$2,026.08	$0.00	$69,562.00	$0.00	$2,160.00	$0.00	$0.00	$900.00	$0.00	$3,060.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	$49,159.00	$0.00	$49,159.00	0.03	$1,474.77	$0.00	$50,634.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0026	113	ASSISTANT DISTRICT ATTORNEY III	$61,043.00	$0.00	$61,043.00	0.03	$1,831.29	$0.00	$62,874.00	$0.00	$2,160.00	$0.00	$9,910.00	$900.00	$0.00	$13,095.00
0027	113	ASSISTANT DISTRICT ATTORNEY III	$61,011.00	$0.00	$61,011.00	0.03	$1,830.33	$0.00	$62,841.00	$0.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$3,780.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	$59,488.00	($1.00)	$59,487.00	0.03	$1,785.00	$0.00	$61,272.00	$0.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$3,540.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	$50,620.00	$0.00	$50,620.00	0.03	$1,518.60	$0.00	$52,139.00	$0.00	$960.00	$0.00	$0.00	$900.00	$0.00	$1,860.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	$55,788.00	$0.00	$55,788.00	0.03	$1,673.64	$0.00	$57,462.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	$59,015.00	$0.00	$59,015.00	0.03	$1,770.45	$0.00	$60,785.00	$0.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$2,820.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	$56,896.00	($1.00)	$56,895.00	0.03	$1,707.00	$0.00	$58,602.00	$0.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$2,820.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0034	113	CRIMINAL INVESTIGATOR III	$54,890.00	$0.00	$54,890.00	0.03	$1,646.70	$0.00	$56,537.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0035	113	HUMAN RESOURCES COORDINATOR IV	$58,220.00	$0.00	$58,220.00	0.03	$1,746.60	$0.00	$59,967.00	$0.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$1,740.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	$58,020.00	($1.00)	$58,019.00	0.03	$1,741.00	$0.00	$59,760.00	$0.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$2,820.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	$55,884.00	$0.00	$55,884.00	0.03	$1,677.00	$0.00	$57,561.00	$0.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$2,820.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0040	113	ASSISTANT DISTRICT ATTORNEY II	$54,303.00	$0.00	$54,303.00	0.03	$1,629.09	$0.00	$55,932.00	$0.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$2,580.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	$47,675.00	$0.00	$47,675.00	0.03	$1,430.00	$0.00	$49,105.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0042	113	CRIMINAL INVESTIGATOR II	$51,743.00	$0.00	$51,743.00	0.03	$1,552.00	$0.00	$53,295.00	$0.00	$960.00	$0.00	$0.00	$3,600.00	$0.00	$4,560.00
0043	113	ASSISTANT DISTRICT ATTORNEY II	$47,913.00	$0.00	$47,913.00	0.03	$1,437.00	$0.00	$49,350.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	$46,119.00	$0.00	$46,119.00	0.03	$1,383.57	$0.00	$47,503.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0045	113	ASSISTANT DISTRICT ATTORNEY II	$48,948.00	$1.00	$48,949.00	0.03	$1,468.00	$0.00	$50,417.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0046	113	ASSISTANT DISTRICT ATTORNEY II	$54,303.00	$0.00	$54,303.00	0.03	$1,629.09	$0.00	$55,932.00	$0.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$2,580.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	$48,816.00	$0.00	$48,816.00	0.03	$1,464.00	$0.00	$50,280.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0048	113	ASSISTANT DISTRICT ATTORNEY II	$48,876.00	$0.00	$48,876.00	0.03	$1,466.00	$0.00	$50,342.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-080-002-0

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CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0049	113	ASSISTANT DISTRICT ATTORNEY II	$48,952.00	$0.00	$48,952.00	0.03	$1,468.56	$0.00	$50,421.00	$0.00	$0.00	$0.00	$4,122.00	$900.00	$0.00	$5,022.00
0050	111	CRIMINAL DISTRICT ATTORNEY	$48,654.00	$0.00	$48,654.00	0.03	$1,459.62	$0.00	$50,114.00	$0.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$8,000.00
0051	113	ASSISTANT DISTRICT ATTORNEY II	$47,352.00	$0.00	$47,352.00	0.03	$1,420.56	$0.00	$48,773.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0052	113	ACCOUNTANT IV	$47,227.00	$0.00	$47,227.00	0.03	$1,416.81	$0.00	$48,644.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0053	113	CRIMINAL INVESTIGATOR I	$44,908.00	$0.00	$44,908.00	0.03	$1,347.24	$0.00	$46,255.00	$0.00	$420.00	$0.00	$0.00	$3,600.00	$0.00	$420.00
0055	113	EXECUTIVE ASSISTANT II	$43,322.00	($1.00)	$43,321.00	0.03	$1,300.00	$0.00	$44,621.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0056	113	EXECUTIVE ASSISTANT I	$40,742.00	$0.00	$40,742.00	0.03	$1,222.00	$0.00	$41,964.00	$0.00	$2,040.00	$0.00	$0.00	$0.00	$0.00	$2,040.00
0057	113	EXECUTIVE ASSISTANT I	$36,495.00	($1.00)	$36,494.00	0.03	$1,095.00	$0.00	$37,589.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0058	113	EXECUTIVE ASSISTANT I	$36,495.00	($1.00)	$36,494.00	0.03	$1,095.00	$0.00	$37,589.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0059	113	ADMINISTRATIVE ASSISTANT IV	$33,465.00	$0.00	$33,465.00	0.03	$1,003.95	$0.00	$34,469.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0060	113	ADMINISTRATIVE ASSISTANT IV	$33,465.00	$0.00	$33,465.00	0.03	$1,003.95	$0.00	$34,469.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
0061	113	ADMINISTRATIVE ASSISTANT IV	$33,365.00	$0.00	$33,365.00	0.03	$1,000.95	$0.00	$34,366.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0062	113	ADMINISTRATIVE ASSISTANT IV	$33,323.00	($1.00)	$33,322.00	0.03	$1,000.00	$0.00	$34,322.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0063	113	ADMINISTRATIVE ASSISTANT IV	$33,323.00	($1.00)	$33,322.00	0.03	$1,000.00	$0.00	$34,322.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0064	113	ADMINISTRATIVE ASSISTANT IV	$33,323.00	($1.00)	$33,322.00	0.03	$1,000.00	$0.00	$34,322.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0065	113	ADMINISTRATIVE ASSISTANT IV	$32,255.00	($1.00)	$32,254.00	0.03	$968.00	$0.00	$33,222.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0066	113	ADMINISTRATIVE ASSISTANT II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0067	113	ADMINISTRATIVE ASSISTANT III	$31,280.00	$0.00	$31,280.00	0.03	$938.40	$0.00	$32,218.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0068	113	ADMINISTRATIVE ASSISTANT III	$31,179.00	($1.00)	$31,178.00	0.03	$935.00	$0.00	$32,113.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0069	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	ADMINISTRATIVE ASSISTANT II	$27,045.00	$0.00	$27,045.00	0.03	$811.00	$0.00	$27,856.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0071	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	ADMINISTRATIVE ASSISTANT II	$26,080.00	$1.00	$26,081.00	0.03	$782.00	$0.00	$26,863.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0073	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	ADMINISTRATIVE ASSISTANT II	$25,116.00	$0.00	$25,116.00	0.03	$753.48	$0.00	$25,869.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	ADMINISTRATIVE ASSISTANT II	$24,278.00	$0.00	$24,278.00	0.03	$728.34	$0.00	$25,006.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0076	113	ADMINISTRATIVE ASSISTANT II	$24,192.00	$0.00	$24,192.00	0.03	$725.76	$0.00	$24,918.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0077	113	ADMINISTRATIVE ASSISTANT II	$24,154.00	$0.00	$24,154.00	0.03	$724.62	$0.00	$24,879.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0078	113	ADMINISTRATIVE ASSISTANT II	$24,154.00	$0.00	$24,154.00	0.03	$724.62	$0.00	$24,879.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0079	113	ADMINISTRATIVE ASSISTANT II	$24,154.00	$0.00	$24,154.00	0.03	$724.62	$0.00	$24,879.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0080	113	ADMINISTRATIVE ASSISTANT II	$23,279.00	$0.00	$23,279.00	0.03	$698.37	$0.00	$23,977.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0081	113	ADMINISTRATIVE ASSISTANT I	$19,054.00	$0.00	$19,054.00	0.03	$571.62	$0.00	$19,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0082	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0083	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0084	113	CLERK II	$20,570.00	$1,083.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0086	113	CLERK II	$20,570.00	$1,083.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CRIMINAL INVESTIGATOR I	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$3,600.00	$0.00	$0.00
0088	113	CLERK II	$21,653.00	$347.00	$22,000.00	0.03	$660.00	$0.00	$22,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0089	113	ASSISTANT DISTRICT ATTORNEY IV	$68,687.00	$0.00	$68,687.00	0.03	$2,060.61	$0.00	$70,748.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	$58,888.00	($1.00)	$58,887.00	0.03	$1,767.00	$0.00	$60,654.00	$0.00	$1,159.42	$0.00	$0.00	$900.00	$0.00	$2,059.42
0091	113	ASSISTANT DISTRICT ATTORNEY IV	$68,687.00	$0.00	$68,687.00	0.03	$2,060.61	$0.00	$70,748.00	$0.00	$4,080.00	$0.00	$0.00	$900.00	$0.00	$4,980.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
A094	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0095	113	ASSISTANT DISTRICT ATTORNEY II	$45,977.00	$0.00	$45,977.00	0.03	$1,379.00	$0.00	$47,356.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-080-002-0

AI - 36110

CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0096	113	ADMINISTRATIVE ASSISTANT II	$28,231.00	$0.00	$28,231.00	0.03	$846.93	$0.00	$29,078.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	$58,888.00	$0.00	$58,888.00	0.03	$1,766.64	$0.00	$60,655.00	$0.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$2,340.00
0098	113	ASSISTANT DISTRICT ATTORNEY III	$49,629.00	($1.00)	$49,628.00	0.03	$1,489.00	$0.00	$51,117.00	$0.00	$4,080.00	$0.00	$0.00	$900.00	$0.00	$4,980.00
0099	113	CRIMINAL INVESTIGATOR II	$0.00	$50,487.00	$50,487.00	0.03	$1,515.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0100	113	CRIMINAL INVESTIGATOR II	$0.00	$50,487.00	$50,487.00	0.03	$1,515.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0101	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$50,487.00	$50,487.00	0.03	$1,515.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0102	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$50,487.00	$50,487.00	0.03	$1,515.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0103	113	ADMINISTRATIVE ASSISTANT I	$0.00	$23,385.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0104	113	TECHNICIAN II	$0.00	$27,276.00	$27,276.00	0.03	$818.00	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0105	**113**	**ASSISTANT DISTRICT ATTORNEY II**	**$0.00**	**$56,500.00**	**$56,500.00**	**0**	**$0.00**	**$0.00**	**$56,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$900.00**	**$0.00**	**$0.00**
0106	**113**	**ADMINISTRATIVE ASSISTANT II**	**$0.00**	**$29,200.00**	**$29,200.00**	**0**	**$0.00**	**$0.00**	**$29,200.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$4,497,141.00	$344,230.00	$4,841,371.00		$142,671.82	$0.00	$4,984,052.00	$0.00	$120,999.42	$0.00	$4,122.00	$66,500.00	$0.00	$193,556.42

Approval of the above highlighted personnel actions.
All personnel actions pending CC approval.

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, January 01, 2013** **Agenda Item:** 36110

Summary of request/proposal:
CRIMINAL DA (1100)
Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ASSISTANT DISTRICT ATTORNEY II	0105	113	0.00	56,500.00	56,500.00
			118	0.00	900.00	900.00
1100	ADMINISTRATIVE ASSISTANT II	0106	113	0.00	29,200.00	29,200.00
				0.00	86,600.00	86,600.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-412-00-080-002-0-	113	CRIMINAL DA -	REG F/T EMPLOYEES	$84,058.24
3-1100-412-00-080-002-0-	118	CRIMINAL DA -	AUTO ALLOWANCE	$882.76
3-1100-412-00-080-002-0-	211	CRIMINAL DA -	HEALTH INSURANCE	$8,168.46
3-1100-412-00-080-002-0-	212	CRIMINAL DA -	LIFE INSURANCE	$52.96
3-1100-412-00-080-002-0-	220	CRIMINAL DA -	FICA	$6,497.99
3-1100-412-00-080-002-0-	230	CRIMINAL DA -	RETIREMENT	$8,765.91
3-1100-412-00-080-002-0-	250	CRIMINAL DA -	UNEMPLOYMENT COMP	$424.70
3-1100-412-00-080-002-0-	260	CRIMINAL DA -	WORKER'S COMP	$25.48
			2013 Budgetary Impact	$108,876.50

2014 Budgetary Impact: $111,003.00

Possible Funding Sources: UNDETERMINED

Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County, Texas
Auto Allowance Authorization Form

Department Name/Number: District Attorney's Office Date: 1/3/2013

Position Title: Assistant District Attorney II Position Slot No. : 0105

Position Status: ■ Vacant ☐ Current

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

Employee Name: _____ Employee Number: _____

Employee Driver License No.: _____

Auto Allowance Amount Request $900.00

Auto Allowance to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ■ Will Require Additional Funds ☐ Other

VEHICLE INFORMATION

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

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

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

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

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

JUSTIFICATION FOR AUTO ALLOWANCE

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

Will travel to interview witness(es)/victim(s) and also will be going to the different law enforcement agencies in the county to interview police officers or review evidence.

_____

Employee Signature **Date**

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

1/2/2013

Department Head/Elected Official Date Funding Available in Dept. Budget ☐ YES ☐ NO

DBM XXX
Revised: April 2011

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED JAN 03 2013 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: District Attorney's Office/ 080 DATE: 01/02/2013

CURRENT POSITION TITLE: NEW SLOT. #: 0105

REQUESTED POSITION TITLE: Assistant District Attorney II

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Authorize Auto Allowance

POSITION SALARY REQUEST:

Salary Amount:	$ _____	$ 56,500.00 (90000 Auto Allowance)	$ 56,500.00 (90000 Auto Allowance)
	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 3-1100-412-00-080-002-0-XXX District Attorney's Office General Fund

POSITION Type:

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

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ 56,500.00

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Assistant District Attorney position is needed to be assignment as prosecutor to represent the county and the state of Texas in County Court at law #8.

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

Represent the county on all criminal matters.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	01/02/2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☑ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	01.03.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1-04-03 DATE	BUDGET PROCEDURES COMPLETED	☑ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED JAN 03 2013 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: District Attorney's Office/ 080 DATE: 01/02/2013

CURRENT POSITION TITLE: NEW SLOT. #: 0106

REQUESTED POSITION TITLE: Administrative Assistant II

REQUEST FOR:

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 29,200.00 (Proposed Budgeted Salary) $ 29,200.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other 3-1100-412-00-080-002-0-XXX District Attorney's Office General Fund

POSITION Type:

Full Time Employee Object 113 ☒ X | Part Time Employee Object 114 ☐ | _____

Full Time Temporary Object 121 ☐ | Part Time Temporary Object 122 ☐ | $ 29,200.00 Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Position is needed to handle all paperwork preparation and other duties as needed for cases assigned to County Court At Law #8.

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

Administrative Assistant will be required to prepare all paperwork for files assigned to County Court At Law #8. Along with paperwork preparation he/she will be required to assist the ADA in the courtroom.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	01/02/2013				
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. Esther A. Cortez Ley Sylvia Rios	01.03.13				
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. Eric R. Brown	01-4-03				
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.					
	COMMISSIONERS COURT APPROVAL	DATE			

DATE: January 4, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

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

ACCOUNT NUMBER: 3-1100-4XX-00-1XX-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
3-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(108,876.50)
TO				
3-1100-412-00-080-002-0-	113	CRIMINAL DA -	REG F/T EMPLOYEES	84,058.24
3-1100-412-00-080-002-0-	118	CRIMINAL DA -	AUTO ALLOWANCE	882.76
3-1100-412-00-080-002-0-	211	CRIMINAL DA -	HEALTH INSURANCE	8,168.46
3-1100-412-00-080-002-0-	212	CRIMINAL DA -	LIFE INSURANCE	52.96
3-1100-412-00-080-002-0-	220	CRIMINAL DA -	FICA	6,497.99
3-1100-412-00-080-002-0-	230	CRIMINAL DA -	RETIREMENT	8,765.91
3-1100-412-00-080-002-0-	250	CRIMINAL DA -	UNEMPLOYMENT COMP	424.70
3-1100-412-00-080-002-0-	260	CRIMINAL DA -	WORKERS' COMP	25.48
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to fund the prorated salary and related fringe benefit expenditures for the creation of one (1) Assistant DA II position slot no. 0105, budgeted salary $56,500.00 plus auto allowance of $900.00 and one (1) Administrative Assistant II, slot no. 0106, budgeted salary $29,200.00.

DEPARTMENT HEAD SIGNATURE

/ /

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

AI-36062 **District Attorney 10. C.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Roy C **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval to rescind, effective today, the collection of the $2.00 administrative fee being collected under the Code of Criminal Procedure Art. 102.072 "Administrative Fee" by the Hidalgo County Sheriff's Office on cash bonds.

BACKGROUND

The collection of the $2.00 under this article was approved back on January 3, 2000. A recent review of said Article has determined that this fee is inappropriate.

Attachments

CC minutes & statute

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/02/2013 09:27 AM
Ivan Cantu	Ivan Cantu	01/04/2013 10:31 AM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Angela Garcia Started On: 01/02/2013

Final Approval Date: 01/04/2013

18. Pct. #4:
    A. Approval of budget amendment – 1999 year

19. Constable Pct. #2:
    A. Appointment of Deputy Constable

20. Constable Pct. #4:
    A. Appointment of Deputy Constable

21. County Judge:
    A. Request by County Officials that Hidalgo County Commissioners' Court establish a uniform administrative fee per transaction in accordance with the 1999 amendment to Article 102.072, Code of Criminal Procedures
    B. Approval of interim judge to fill the vacancy in County Court at Law #1

22. Planning Department:
    A. Variance Request on Setbacks:
        1. New York New York Subdivision – Pct. #4

23. Purchasing Department:
    A. HIDALGO COUNTY -
        1. Discussion and action of present Hidalgo County Jail and/or new Adult Detention Facility and Law Enforcement Center Project.
        2. Requesting approval of payment of application and certificates of payments no. three (3) submitted by the City of McAllen on the construction of the COPC Clinic out of bond proceeds. Said payment is in accordance with the Inter-local Agreement between the City of McAllen and the County of Hidalgo under Article 4 (b). Total amount due:
           Application and Certificate for Payment No. (3) paid by the City of McAllen (12-20-99) $122,924.60
           Total $122,924.60
        3. Requesting approval of an Inter-local Agreement with the City of Edinburg for use of the City Auditorium for the empanelment of jurors.
        4. Requesting a Budget Amendment for $5,200.00 for the rental of the City Auditorium from February through December of 2000.
    B. HIDALGO COUNTY PRECINCT NO. 1 -
        1. Requesting authority to advertise for an approval of specifications as attached hereto for "Pothole Repairs" for Hidalgo County Precinct No. 1.
        2. Requesting authority to advertise an RFQ and/or an RFP for "Program Support Services" for Pct. #1 "Project Recover"
    C. HIDALGO COUNTY PRECINCT NO. 3 -
        1. Recommending to reject all bids for "One (1) to approximately Three (3) 1995 or Newer Motorgraders" due to modification of specifications & low participation.
        2. Requesting authority to advertise & approval of specifications as attached hereto for "One (1) to approximately Three (3) 1995 or Newer Motorgraders."
    D. HIDALGO COUNTY DEPARTMENT OF HUMAN SERVICES -
        1. Approval of the purchase of an Accounting Software License Grant Agreement from CAD Computing for the administration of indigent health care claims.
    E. HIDALGO COUNTY SHERIFF'S DEPARTMENT -
        1. Requesting authority to re-advertise and approval of specifications as attached hereto for "Computer/Radio Mounting System for Marked and Un-Marked Vehicles" due to lack of participation.

(continued)

Art. 102.072. ADMINISTRATIVE FEE. An officer listed in Article 103.003 or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed $2 for each transaction. This article does not apply to a transaction relating to the collection of child support.

Added by Acts 1995, 74th Leg., ch. 217, Sec. 2, eff. May 23, 1995.
Amended by Acts 1999, 76th Leg., ch. 1345, Sec. 1, eff. Sept. 1, 1999.

AI-36170 **County Clerk 11. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

County Clerk (1100):

1. Approval to create the following full-time positions, effective 01/08/2013:

Slot No.	Position Title	Budgeted Salary
0074	Deputy County Clerk I	$26,014.00
0075	Deputy County Clerk I	$26,014.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for salary and related fringe benefit exenditures available from Co. Wide Adm. - Contingency. (Refer to AI-35984)

Attachments

Interdept

PARs

Job description

Fiscal Note

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 02:53 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 01/04/2013

Final Approval Date: 01/04/2013

DATE: January 4, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for CO. CLERKS

ACCOUNT NUMBER: 3-1100-415-X0-1XX-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
3-1100-415-00-115-002-0- 899	CO. WIDE ADM -	CONTINGENCY	(68,703.72)
TO			
3-1100-415-40-180-001-0- 113	CO. CLERK -	REG F/T EMPLOYEES	$51,031.30
3-1100-415-40-180-001-0- 211	CO. CLERK -	HEALTH INS	$8,168.46
3-1100-415-40-180-001-0- 212	CO. CLERK -	LIFE INS	$52.96
3-1100-415-40-180-001-0- 220	CO. CLERK -	FICA	$3,903.89
3-1100-415-40-180-001-0- 230	CO. CLERK -	RETIREMENT	$5,266.43
3-1100-415-40-180-001-0- 250	CO. CLERK -	UNEMPLOYMENT COMP	$255.16
3-1100-415-40-180-001-0- 260	CO. CLERK -	WORKERS' COMP	$25.52
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the salary and related fringe benefit expenditures for two positions created to assist with County Court At Law No. 8 affairs. (slot no.'s 0074 & 0075)

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

Received
DEC 11 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY CLERK **DATE:** 12/11/2012

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0074

REQUESTED POSITION TITLE: DEPUTY COUNTY CLERK I
(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: $ _____ (Current Budgeted Salary) $ 26,014.00 (Proposed Budgeted Salary) $ _____ (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

HIDALGO COUNTY BUDGET OFFICE
2012 DEC 12 PM 4 05

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

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

Clerk to be assigned to handle Civil Cases for County Court #8

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

Deputy County Clerk I job description on file with Human Resources

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Funding for these positions were not budgeted in the 2013 Budget. Will increase the 2013 and future budgets by $70,045 per year.

1. DEPARTMENT HEAD	12/11/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2. Esther A. Cortez /apk HUMAN RESOURCES DIRECTOR	12-12-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12-14-2012 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

Received
DEC 11 2012
Human Resources

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY CLERK **DATE:** 12/11/2012

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0075

REQUESTED POSITION TITLE: DEPUTY COUNTY CLERK I
(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: $ _____ (Current Budgeted Salary) $ 26,014.00 (Proposed Budgeted Salary) $ _____ (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

HIDALGO COUNTY BUDGET OFFICE
2012 DEC 12 PM 4 05

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

Clerk to be assigned to handle Criminal Cases for County Court #8

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

Deputy County Clerk I job description on file with Human Resources

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Funding for these positions were not budgeted in the 2013 Budget. Approval of these positions will increase the 2013 Budget and future budgets by $70,045 per year.

1. DEPARTMENT HEAD	12/11/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2. Esther A Lorenz /esa HUMAN RESOURCES DIRECTOR	12.12.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12.14.2012 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

DEPUTY COUNTY CLERK I

GRADE: 05

GENERAL DESCRIPTION

Performs a moderately complex (journey-level) county clerk work. Under the supervision of the County Clerk, work involves support tasks primarily involving customer service and support/clerical activities which may include: processing inquiries and requests for information; entering and maintaining data; answering telephones; filing and maintaining correspondence, files, reports, etc. Works within a well defined framework of policies and procedures under immediate supervision, performing other duties as required. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

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

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

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

Assists the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail

May assist in performing other duties in other departments which may include any of the following: Deed Records, Civil, Probate, Collections, Marriage, Accounting, Criminal, Vital Statistics, Assumed Name Records and Commissioner's Court

Ability to work well with others

Regular attendance is a must

Performs related duties as required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard senior high school or equivalent is generally preferred, plus one (1) year of general office experience or an equivalent combination of experience and training which provides the required knowledge, skills and abilities; Two (2) years of experience may be substituted for one (1) year of education.

Bilingual is preferred

CERTIFICATES, LICENSES, REGISTRATION

Valid Texas Driver's License and current liability insurance

Must be bondable

Knowledge, Skills, and Abilities

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

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

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

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

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time

- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, January 08, 2013** **Agenda Item:** 36170

Summary of request/proposal:
COUNTY CLERK (1100):
Approval to create the following full-time positions, effective 01/08/2013:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	DEPUTY COUNTY CLERK I	0074	113	0.00	26,014.00	26,014.00
1100	DEPUTY COUNTY CLERK I	0075	113	0.00	26,014.00	26,014.00
				0.00	52,028.00	52,028.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-415-40-180-001-0-	113	CO CLERK -	REG F/T EMPLOYEES	$51,031.30
3-1100-415-40-180-001-0-	211	CO CLERK -	HEALTH INSURANCE	$8,168.46
3-1100-415-40-180-001-0-	212	CO CLERK -	LIFE INSURANCE	$52.96
3-1100-415-40-180-001-0-	220	CO CLERK -	FICA	$3,903.89
3-1100-415-40-180-001-0-	230	CO CLERK -	RETIREMENT	$5,266.43
3-1100-415-40-180-001-0-	250	CO CLERK -	UNEMPLOYMENT COMP	$255.16
3-1100-415-40-180-001-0-	260	CO CLERK -	WORKER'S COMP	$25.52
			2013 Budgetary Impact	$68,703.72

2014 Budgetary Impact: $68,703.72

Possible Funding Sources: CO. WIDE ADM - CONTINGENCY

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY

COMMISSIONER COURT

2013 SALARY SCHEDULE

3-1100-415-40-180-001-0

AI - 36170

CO. CLERK

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY CLERK	$87,360.00	$10,140.00	$97,500.00	0	$0.00	$0.00	$97,500.00	$0.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$8,000.00
0002	113	CHIEF DEPUTY II	$74,182.00	$0.00	$74,182.00	0.03	$2,225.00	$0.00	$76,407.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0003	113	OFFICE MANAGER	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0004	113	COURTS MANAGER	$50,019.00	$0.00	$50,019.00	0.03	$1,500.57	$0.00	$51,520.00	$0.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$1,860.00
0005	113	INTERNAL AUDITOR III	$50,019.00	$535.00	$50,554.00	0.03	$1,516.62	$0.00	$52,071.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0006	113	COLLECTIONS SUPERVISOR	$46,747.00	$0.00	$46,747.00	0.03	$1,402.41	$0.00	$48,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	ADMINISTRATIVE ASSISTANT III	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	EXECUTIVE ASSISTANT I	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	DEPUTY COUNTY CLERK III	$37,969.00	$0.00	$37,969.00	0.03	$1,139.07	$0.00	$39,108.00	$0.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$1,920.00
0012	113	DEPUTY COUNTY CLERK II	$34,613.00	$0.00	$34,613.00	0.03	$1,038.39	$0.00	$35,651.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0013	113	DEPUTY COUNTY CLERK II	$34,613.00	$0.00	$34,613.00	0.03	$1,038.39	$0.00	$35,651.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0014	113	DEPUTY COUNTY CLERK II	$34,613.00	$358.00	$34,971.00	0.03	$1,049.13	$0.00	$36,020.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0015	113	DEPUTY COUNTY CLERK III	$34,360.00	$388.00	$34,748.00	0.03	$1,042.44	$0.00	$35,790.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0016	113	DEPUTY COUNTY CLERK II	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0017	113	DEPUTY COUNTY CLERK II	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0018	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0019	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0020	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0021	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0022	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0023	113	COLLECTIONS ENFORCEMENT OFFICI	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	COLLECTIONS ENFORCEMENT OFFICI	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0025	113	DEPUTY COUNTY CLERK I	$28,792.00	$220.00	$29,012.00	0.03	$870.36	$0.00	$29,882.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0027	113	DEPUTY COUNTY CLERK I	$27,908.00	$92.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	DEPUTY COUNTY CLERK I	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0029	113	DEPUTY COUNTY CLERK I	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0030	113	DEPUTY COUNTY CLERK I	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0031	113	DEPUTY COUNTY CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	DEPUTY COUNTY CLERK I	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0033	113	DEPUTY COUNTY CLERK I	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0034	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	DEPUTY COUNTY CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0036	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0037	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0038	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0039	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-415-40-180-001-0

AI - 36170

CO. CLERK

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0040	113	DEPUTY COUNTY CLERK I	$26,140.00	$0.00	$26,140.00	0.03	$784.20	$0.00	$26,924.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0043	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0044	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0045	113	DEPUTY COUNTY CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0046	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0047	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0048	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0049	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0050	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0051	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0052	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0053	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0054	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0056	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0057	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0058	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0059	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0060	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0062	114	ASSISTANT DEPUTY COUNTY CLERK	$23,169.00	$0.00	$23,169.00	0.03	$695.07	$0.00	$23,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0063	114	ASSISTANT DEPUTY COUNTY CLERK	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0064	114	ASSISTANT DEPUTY COUNTY CLERK	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0068	113	COLLECTIONS ANALYST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0069	113	COLLECTIONS ENFORCEMENT OFFICI	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	ADMINISTRATIVE ASSISTANT IV	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0071	113	COLLECTIONS ENFORCEMENT OFFICI	$0.00	$29,458.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	DEPUTY COUNTY CLERK I	$0.00	$25,256.00	$25,256.00	0.03	$758.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0073	113	DEPUTY COUNTY CLERK I	$0.00	$25,256.00	$25,256.00	0.03	$758.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	**113**	**DEPUTY COUNTY CLERK I**	**$0.00**	**$26,014.00**	**$26,014.00**	**0.03**	**$0.00**	**$0.00**	**$26,014.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0075	**113**	**DEPUTY COUNTY CLERK I**	**$0.00**	**$26,014.00**	**$26,014.00**	**0.03**	**$0.00**	**$0.00**	**$26,014.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$2,024,214.00	$147,520.00	$2,171,734.00		$60,666.62	$0.00	$2,232,409.00	$0.00	$21,600.00	$0.00	$0.00	$8,000.00	$0.00	$29,600.00

Approval to create the above highlighted full-time positions.

HIDALGO COUNTY

COMMISSIONER COURT

2013 SALARY SCHEDULE

3-1100-415-40-180-001-0

AI - 36170

CO. CLERK

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	

All personnel actions pending CC approval.

AI-36076 **County Clerk 11. B.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of 2013 Elected Official Bonds:
1. SERGIO VALDEZ - Judge, County Court at Law No. 7
2. JOSE M. FLORES - County Commissioner, Precinct No. 3
3. ROBERT M. CONTRERAS - Justice of the Peace, Precinct No. 2 Place 1
4. CHARLIE ESPINOZA - Justice of the Peace, Precinct No. 4 Place 1
5. CELESTINO AVILA JR.-Constable, Precinct No. 1

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Joe M. Flores
Robert M. Contreras
Charlie Espinoza
Celestino Avila Jr.
Sergio Valdez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 01:22 PM
Erika Zamora	Obdett Calzada	01/04/2013 01:24 PM
Ivan Cantu	Ivan Cantu	01/04/2013 03:03 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Sandra Solis Started On: 01/02/2013 01:02 PM

Final Approval Date: 01/04/2013

Form #2204 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

Filing Fee: None

OATH OF OFFICE

This space reserved for office use

FILED
AT 9:22 O'CLOCK A M
JAN 02 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, JOSE M. FLORES, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of COUNTY COMMISSIONER PCT. 3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Jose M. Flores
Signature of Officer

.....

State of TEXAS)
County of HIDALGO)

Sworn to and subscribed before me this 01 day of JANUARY, 2013.

(seal)

Ramon Garcia
Signature of Notary Public or Other Officer Administering Oath
RAMON GARCIA, COUNTY JUDGE
Printed or Typed Name

Form #2201 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

STATEMENT OF OFFICER

This space reserved for office use

FILED
AT 9:22 O'CLOCK A M
JAN 02 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Statement

I, JOSE M. FLORES, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: COUNTY COMMISSIONER PCT 3

City and/or County: HIDALGO COUNTY

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 01/01/2013

Jose M. Flores
Signature of Officer

Revised 10/2011

Texas

FILED
AT 2:44 O'CLOCK P M
DEC 28 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15235098

That we, Robert M. Contreras, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto [1] Hidalgo County Judge, his successors in office,

in the sum of [2] Five Thousand and 00/100 DOLLARS ($5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 5th day of December, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected (Elected—Appointed) to the office of Justice of The Peace in and for [3] Hidalgo County, State of Texas, for a term of four years commencing on the 1st day of January, 2013.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]

faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Robert M. Contreras
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Hidalgo } ss

Before me, a Notary Public on this day, personally appeared Robert M. Contreras, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Pharr, Texas, this 28th day of December, 2012.

OFELIA ORTIZ
Notary Public, State of Texas
My Commission Expires
June 13, 2014

SEAL

Ofelia Ortiz

Hidalgo County, Texas

FILED
AT 10:38 O'CLOCK A M
JAN 02 2013
ARTURO GUERRERO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Robert M. Contreras, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Robert M. Contreras
Officer's Signature

January 1, 2013
Date

Justice of the Peace Pct 2 Pl. 1
Position to Which Elected/Appointed

Hidalgo
City and/or County

SWORN to and subscribed before me by affiant on this the 1st day of January, 2013.

OFELIA ORTIZ
Notary Public, State of Texas
My Commission Expires
June 13, 2014

Ofelia Ortiz
NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

FILED
AT 10:38 O'CLOCK A M
JAN 02 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Robert M. Contreras, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Justice of the Peace Pct 2 - Pl. 1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Robert M. Contreras
Affiant

SWORN TO and subscribed before me by affiant on this 1st **day of** January, 2013.

Signature of Person Administering Oath

(Seal)

Rodolfo "Rudy" Gonzalez
Printed Name

Judge County Court At Law No 1
Title

SWORN to and subscribed before me by affiant on this the 1st day January, 2013

OFELIA ORTIZ
Notary Public, State of Texas
My Commission Expires
June 13, 2014

Ofelia Ortiz
NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

FILED
AT 10:08 O'CLOCK A M
JAN 03 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, CARLOS (CHARLIE) ESPINOZA, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of JUSTICE OF the PEACE PCT 4-1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Carlos Espinoza
Affiant

SWORN TO and subscribed before me by affiant on this 1 **day of** JANUARY, 2013.

Juan R. Partida
Signature of Person Administering Oath

(Seal)

Juan R. Partida
Printed Name

State District Judge
Title
2151H District Court

4:54 pm
1-2-13

FILED
AT 10:08 O'CLOCK A M
JAN 03 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, CARLOS (CHARLIE) ESPINOZA, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Carlos Espinoza
Officer's Signature

1-1-13
Date

JUSTICE OF THE PEACE 4-1
Position to Which Elected/Appointed

EDINBURG, HIDALGO COUNTY
City and/or County

Texas

Duplicate

FILED
AT 10:34 O'CLOCK A M
FEB 27 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY J. Garza DEPUTY

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 13751784

That we, Charlie Espinoza, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto [1] Hidalgo County Judge, his successors in office, in the sum of [2] Twenty-Five Thousand and 00/100 DOLLARS ($25,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 2nd day of April, 2009.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected (Elected—Appointed) to the office of Justice of the Peace in and for [3] Hidalgo County, State of Texas, for a term of four years commencing on the 28th day of February, 2009.

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]
faithfully and impartially discharge the duties required by law
and promptly pay to the entitled party all money that comes into
his hands during the term of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Charlie Espinoza
Principal

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Hidalgo } ss

Before me, Aleida S. Lopez on this day, personally appeared Charlie Espinoza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at 212 N. 12th Ave. Edinburg, Texas, this 11 day of January, 2011.

Aleida S. Lopez

SEAL

ALEIDA S. LOPEZ
MY COMMISSION EXPIRES
July 28, 2013

Hidalgo County, Texas

Bond No. _____

FILED
AT 2:42 O'CLOCK P M
DEC 27 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY AL8 DEPUTY

PUBLIC OFFICIAL BOND
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **CELESTINO AVILA JR.** , of **WESLACO, TX** as Principal, and the STATE FARM FIRE AND CASUALTY COMPANY, as surety, are jointly and severally held and bound unto the **GOVENOR OF THE STATE OF TEXAS AND GOVENOR'S SUCCESSORS**, in the State of **TEXAS** , in the sum of **FIVE THOUSAND AND NO HUNDREDS** ($ **5000.00**) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, whereas, the said Principal has been **ELECTED** to the office of **CONSTABLE** within and for the **GOVENOR OF THE STATE OF TEXAS AND GOVENOR'S SUCCESSORS**

NOW THEREFORE, if the said Principal shall during the period beginning **JANUARY 1, 2013** and until his successor is selected and qualified, faithfully and impartially discharge the duties of said office and render a true account of all monies, credits, accounts and property of any kind that shall come into his hands, as such officer, and pay over and deliver the same according to law, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days' notice in writing to the said Obligee and this bond shall be deemed cancelled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the Principal up to date of such cancellation.

Dated this **17TH** day of **DECEMBER**, **2012** .

Celestino Avila Jr.
Principal

STATE FARM FIRE AND CASUALTY COMPANY

By: _____
Attorney-in-fact

OATH OF OFFICE

STATE OF TEXAS }
County of HIDALGO } ss.

I, the undersigned, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of TEXAS, and that I will faithfully and impartially discharge the duties of my said office of CONSTABLE

Subscribed and sworn to before me, this
17TH day of DECEMBER 2012

My Commission Expires JANUARY 1ST, 2017

Principal

Principal

OLD REPUBLIC SURETY GROUP

445 S. Moorland Rd., Ste. 200, Brookfield, WI 53005

☑ Old Republic Surety Company
☐ Old Republic Insurance Company
☐ _____

Bond No. POB-2126304

Official Bond

FILED
AT 8:38 O'CLOCK A M
JAN 03 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

That we Sergio J. Valdez, of McAllen, Texas as principal and Old Republic Surety Company, as Surety, are held and firmly bound unto Norma Garcia Hidalgo County Treasurer and or his successors in penal sum of Ten Thousand And No/100 ($ 10,000.00) Dollars for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 3rd day of January, A.D. 2013

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That Whereas, the said Principal has been elected or appointed to (or holds by operation of law) the office of Judge County Court at Law #7 for a term beginning on January 1, 2013 and ending on December 31, 2016

NOW, THEREFORE, If the said principal shall faithfully perform and discharge all the duties required of him by law aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, Witness our hands.

_____
Principal Sergio J. Valdez

OATH OF OFFICE

"I _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of this State, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the getting or withholding a vote at the election at which I was elected. So help me God."

(Seal) *Sworn to and subscribed before me, at* _____

this _____ *day of* _____, *A.D.* _____.

_____
Notary Public

Montalvo Insurance Agency
(Agency)
By _____

Old Republic Surety Company
(Surety)
By _____
Attorney-in-Fact

FORM L-121

ORIGINAL

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

FILED
AT 2:30 O'CLOCK P M
JAN 03 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

RAMON MONTALVO, III, OF WESLACO, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of JUNE, 2010.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22ND day of JUNE, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

SHARON A. PIZUR NOTARY PUBLIC STATE OF WISCONSIN

Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5610

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this _____ day of _____

MONTALVO INSURANCE AGENCY

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

Form #2201 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

STATEMENT OF OFFICER

This space reserved for office use

FILED
AT 2:38 O'CLOCK A M
JAN 03 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Statement

I, Sergio J. Valdez, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: County Court at Law # 7

City and/or County: Edinburg, Hidalgo County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 1-1-13

Signature of Officer

Revised 10/2011

Form #2204 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

Filing Fee: None

OATH OF OFFICE

This space reserved for office use

FILED
AT 8:38 O'CLOCK A M
JAN 03 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Sergio J. Valdez, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Court at Law #7 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

State of Texas)
County of Hidalgo)

Sworn to and subscribed before me this 1 day of January, 2013.

(seal)

Signature of Notary Public or Other Officer Administering Oath

J.R. "Bobby" Flores

Printed or Typed Name

AI-36068 **District Clerk 12. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Ricardo Contreras, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

1. Discussion, consideration and approval to create one (1) full-time Deputy District Clerk position, slot 0075, budgeted salary $25,256.00, effective upon commissioners court approval.
2. Approval of interdepartmental transfer
3. Approval of revised salary schedule

BACKGROUND

The Deputy District Clerk position for CC#8 proposed during the annual budget process was not approved based on the pending status of the court's commencement, which has since then become effective.

Position needed for County Court at Law #8

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available funds in CO WIDE ADMIN- CONTINGENCY, pending transfer placed on the 01-08-13 agenda. (Refer to AI-35984)

Attachments

salary schedule

FISCAL NOTE

TRANSFER

PAR forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/02/2013 02:23 PM
Human Resources	Nereida Garza	01/03/2013 04:39 PM
Budget & Management	Obdett Calzada	01/03/2013 04:45 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Ricardo Contreras Started On: 01/02/2013 10:40 AM

Final Approval Date: 01/04/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-090-001-0

AI - 36068

DISTRICT CLERK

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT CLERK	$87,360.00	$10,140.00	$97,500.00	0	$0.00	$0.00	$97,500.00	$0.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$0.00
0002	113	CHIEF DEPUTY II	$74,182.00	$0.00	$74,182.00	0.03	$2,225.46	$0.00	$76,407.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
0003	113	CHIEF OF APPEALS	$54,526.00	$74.00	$54,600.00	0.03	$1,638.00	$0.00	$56,238.00	$0.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	ASSISTANT CHIEF DEPUTY	$54,526.00	$74.00	$54,600.00	0.03	$1,638.00	$0.00	$56,238.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	EXECUTIVE ASSISTANT II	$50,019.00	$213.00	$50,232.00	0.03	$1,506.96	$0.00	$51,739.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	ACCOUNTANT III	$46,314.00	$0.00	$46,314.00	0.03	$1,389.42	$0.00	$47,703.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	ACCOUNTANT III	$46,314.00	$0.00	$46,314.00	0.03	$1,389.42	$0.00	$47,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	DEPUTY DISTRICT CLERK I	$29,676.00	$0.00	$29,676.00	0.03	$890.28	$0.00	$30,566.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	DEPUTY DISTRICT CLERK II	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	DEPUTY DISTRICT CLERK II	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	DEPUTY DISTRICT CLERK II	$32,551.00	$434.00	$32,985.00	0.03	$989.55	$0.00	$33,975.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	DEPUTY DISTRICT CLERK II	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	DEPUTY DISTRICT CLERK II	$32,551.00	$133.00	$32,684.00	0.03	$980.52	$0.00	$33,665.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	DEPUTY DISTRICT CLERK II	$32,551.00	$0.00	$32,551.00	0.03	$976.53	$0.00	$33,528.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	DEPUTY DISTRICT CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	DEPUTY DISTRICT CLERK II	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	DEPUTY DISTRICT CLERK II	$31,520.00	$376.00	$31,896.00	0.03	$956.88	$0.00	$32,853.00	$0.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	DEPUTY DISTRICT CLERK II	$31,520.00	$376.00	$31,896.00	0.03	$956.88	$0.00	$32,853.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	113	DEPUTY DISTRICT CLERK II	$31,520.00	$0.00	$31,520.00	0.03	$945.60	$0.00	$32,466.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	DEPUTY DISTRICT CLERK II	$31,520.00	$0.00	$31,520.00	0.03	$945.60	$0.00	$32,466.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	DEPUTY DISTRICT CLERK II	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	DEPUTY DISTRICT CLERK II	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	DEPUTY DISTRICT CLERK II	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$0.00
0026	113	EXECUTIVE ASSISTANT IV	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	DEPUTY DISTRICT CLERK II	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	DEPUTY DISTRICT CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0029	113	DEPUTY DISTRICT CLERK II	$29,458.00	$270.00	$29,728.00	0.03	$891.84	$0.00	$30,620.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	DEPUTY DISTRICT CLERK I	$25,256.00	$244.00	$25,500.00	0.03	$765.00	$0.00	$26,265.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	DEPUTY DISTRICT CLERK I	$26,140.00	$360.00	$26,500.00	0.03	$795.00	$0.00	$27,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0033	113	DEPUTY DISTRICT CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0034	113	DEPUTY DISTRICT CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0036	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0038	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0039	113	DEPUTY DISTRICT CLERK I	$29,676.00	$0.00	$29,676.00	0.03	$890.28	$0.00	$30,566.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
0040	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	113	DEPUTY DISTRICT CLERK I	$27,024.00	$104.00	$27,128.00	0.03	$813.84	$0.00	$27,942.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-090-001-0 **AI - 36068**

DISTRICT CLERK

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0042	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	DEPUTY DISTRICT CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0044	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0045	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0046	113	COLLECTIONS ENFORCEMENT OFFICER I	$26,140.00	$0.00	$26,140.00	0.03	$784.20	$0.00	$26,924.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
0047	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0048	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0053	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0054	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0056	113	DEPUTY DISTRICT CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0057	113	COLLECTIONS ENFORCEMENT OFFICER I	$28,792.00	$0.00	$28,792.00	0.03	$863.76	$0.00	$29,656.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
0058	113	DEPUTY DISTRICT CLERK I	$25,256.00	$244.00	$25,500.00	0.03	$765.00	$0.00	$26,265.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
0059	113	DEPUTY DISTRICT CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0060	113	DEPUTY DISTRICT CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0062	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0063	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0064	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0065	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$0.00
0066	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0067	113	ACCOUNTANT IV	$47,963.00	$2,524.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0071	113	ASSISTANT DEPUTY DISTRICT CLERK	$20,570.00	$1,083.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	ASSISTANT DEPUTY DISTRICT CLERK	$20,570.00	$1,083.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0073	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	DEPUTY DISTRICT CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION(S)														
0075	**113**	**DEPUTY DISTRICT CLERK**	**$0.00**	**$25,256.00**	**$25,256.00**		**$0.00**	**$0.00**	**$25,256.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$2,072,676.00**	**$54,355.00**	**$2,127,031.00**	**$1.98**	**$60,128.25**	**$0.00**	**$2,187,174.00**	**$0.00**	**$17,820.00**	**$0.00**	**$0.00**	**$8,000.00**	**$0.00**	**$0.00**

PERSONNEL ACTION PENDING CC APPROVAL.

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, January 08, 2013** **Agenda Item:** 36068

Summary of request/proposal:
DISTRICT CLERK'S OFFICE (1100):
APPROVAL TO CREATE ONE (1) FULL TIME DEPUTY DISTRICT CLERK POSITION, SLOT 0075, BUDGETED SALARY $25,256.00

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	DEPUTY DISTRICT CLERK	0075	113	0.00	25,256.00	25,256.00
		TOTAL		0.00	25,256.00	25,256.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-412-00-090-001-0-	113	DIST CLERK-	REG F/T EMPLOYEES	$25,256.00
3-1100-412-00-090-001-0-	211	DIST CLERK-	HEALTH INSURANCE	$4,164.00
3-1100-412-00-090-001-0-	212	DIST CLERK-	LIFE INSURANCE	$27.00
3-1100-412-00-090-001-0-	220	DIST CLERK-	FICA	$1,932.08
3-1100-412-00-090-001-0-	230	DIST CLERK-	RETIREMENT	$2,606.42
3-1100-412-00-090-001-0-	250	DIST CLERK-	UNEMPLOYMENT COMP	$126.28
3-1100-412-00-090-001-0-	260	DIST CLERK-	WORKER'S COMP	$60.61
			2013 Budgetary Impact	$34,172.39

2014 Budgetary Impact: $34,172.39

Possible Funding Sources: CO WIDE ADMIN- CONTINGENCY

Comments:

Hidalgo Co. Budget Office
2/3/2005

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: January 4, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR DISTRICT CLERK'S OFFICE

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
3-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(34,172.39)
TO:			
3-1100-412-00-090-001-0- 113	DISTRICT CLERK	REG FULL TIME EMP.	25,256.00
3-1100-412-00-090-001-0- 211	DISTRICT CLERK	HEALTH	4,164.00
3-1100-412-00-090-001-0- 212	DISTRICT CLERK	LIFE	27.00
3-1100-412-00-090-001-0- 220	DISTRICT CLERK	FICA	1,932.08
3-1100-412-00-090-001-0- 230	DISTRICT CLERK	RETIREMENT	2,606.42
3-1100-412-00-090-001-0- 250	DISTRICT CLERK	UNEMPLOYMENT COMP	126.28
3-1100-412-00-090-001-0- 260	DISTRICT CLERK	WORKERS COMP	60.61
		TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND THE SALARIES AND RELATED FRINGE BENEFITS ASSOCIATED WITH ONE (1) NEW FULL TIME DEPUTY DISTRICT CLERK POSITION, SLOT 0075. PERSONNEL ACTION PENDING CC APPROVAL. NOTE: POSITIONS NEEDED FOR CCL 8

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 03 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office **DATE:** January 2, 2013

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 0075

REQUESTED POSITION TITLE: Deputy District Clerk I
(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: $ _____ (Current Budgeted Salary) $ 25,256.00 (Proposed Budgeted Salary) $ 25,256.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

The Deputy District Clerk position for CC#8 proposed during the annual budget process was not approved based on the pending status of the court's commencement, which has since then become effective. Hence, the district clerk office is requesting one (1) full-time employee to serve as clerk of the court and will aid in fulfilling district clerk statutory responsibilities for the court.

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

See attached job description

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Ricardo Contreras	January 2, 2013			
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	Esther A. Cortez /fpz	01-04-13			
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[illegible]	01/4/13			
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DEPUTY DISTRICT CLERK I

GRADE: 05

GENERAL DESCRIPTION

Performs a moderately complex (journey-level) court clerk work. Work involves support tasks primarily involving customer service and support/clerical activities which may include: processing inquiries and requests for information; entering and maintaining data; answering telephones; filing and maintaining correspondence, files, reports, etc; Works within a well defined framework of policies and procedures under immediate supervision, performing other duties as required. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares and maintains a variety of documents which may include subpoenas, citations, injunctions, writs, order of sales or general correspondence

Receives and processes documents filed with the court; reviews for accuracy and completeness; records and processes orders, judgment and decree of court

Records civil, criminal, family adoption, juvenile, protective orders and child welfare suit, minutes in proper minute volumes, quote court costs if needed

Process court documents in accordance with court procedures and legal requirements; maintains official records of court proceedings; prepares monthly reports

Maintains accurate filing system; makes copies; types forms and performs other clerical work as needed

May perform civil, criminal, family, adoption, juvenile, protective orders and child welfare searches and issues service of process said orders; should prepare all jury lists in a timely manner and may process and maintain docket

Reviews, sorts, assembles and organizes materials; routes and delivers daily mail and documents to appropriate parties

Acts in the name of the District Clerk and shall perform all official acts as may be lawfully done and performed by such Clerk in person, pursuant to Sec. 51.303 of the government code

Answers phones and provides service to general public and attorneys in a courteous manner

Must secure and maintain a favorable background investigation by the District Clerk

Must be bondable

Ability to work well with others

Regular attendance is a must

Performs related duties as required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard senior high school or equivalent is generally preferred, plus two (2) years of general office experience or an equivalent combination of experience and training which provides the required knowledge, skills and abilities; Two (2) years of experience may be substituted for one (1) year of education.

Bilingual is preferred

CERTIFICATES, LICENSES, REGISTRATION

Valid Texas Driver's License and current liability insurance

Must be bondable

Knowledge, Skills, and Abilities

Knowledge of basic legal terminology

Ability to perform basic mathematical calculations in order to compile court costs on civil, criminal, adoptions, juvenile, family or protective order suits

Ability to understand and apply appropriate statutes and codes, instructions, safety rules and other policies and procedures

Ability to communicate effectively with diverse groups of individuals utilizing tact and diplomacy, both verbally and in writing

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

Ability to accurately enter data

Ability to establish and maintain effective working relationship with co-workers, county employees, attorneys, other outside organizations, and the general public

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-35488 **Tax Office 13. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution honoring Armando Barrera, Jr. on his retirement

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/29/2012 01:32 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 11/29/2012 10:33 AM

Final Approval Date: 01/04/2013

AI-36116 **Fire Marshal's Office 15. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, and action regarding the re-instatement of the Linn-San Manuel Fire Department Rural Emergency Services Contract

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 **ACCT. #:** 3-1100-422-20-300-011-0-841

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

BUDGETARY IMPACT:

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 01:33 PM
Roland Garcia	Rolando Garcia	01/04/2013 11:04 AM
Glinda Pacheco	Glinda Pacheco	01/04/2013 01:30 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 01/03/2013

Final Approval Date: 01/04/2013

Interlocal Cooperation Agreement between Linn-San Manuel and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 26 day of October, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Linn-San Manuel, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 26 day of October, 2011.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on 26, October, 2011 and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse excluding Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability excluding all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) excluding passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity excluding Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e.Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**

6.1.4.I. **CATEGORY I. A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

6.1.4.II. **CATEGORY II. A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

6.1.4.III **CATEGORY III. A Rate of $ 425.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **BEE ATTACK**

.3 **PETROLEUM BASED INCIDENT STANDBY**

.4 **WIRELINE INCIDENTS (ELECTRICAL)**

6.1.4.IV. **CATEGORY IV**. At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

.3 **HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

6.1.4.V. **CATEGORY V**. At a rate of $**125.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

.4 **RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.5 **WIRELINE INCIDENTS (NON-ELECTRICAL)**

.6 **PALM TREE FIRE (NON-MOVING VEGITATION)**

.7 **MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity: Linn-San Manuel Vol. Fire Dept. P.O. Box 72 Linn, Texas 78563

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 HEADINGS. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

This page left blank – will be the designated signature sheet

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF

Linn-San Manuel
By:

October 26, 2011
Date

ATTEST:

Lucas A. Hinojosa, Ed. D
~~City Secretary~~ Board President

COUNTY OF HIDALGO

Ramon Garcia, County Judge

11/8/11
Date

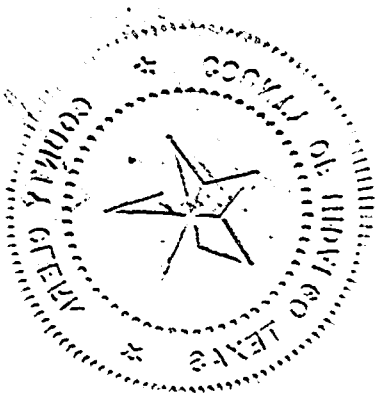
ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form: Atlas & Hall, LLP

By: _____
Stephen L. Crain

APPROVED BY
COMMISSIONERS' COURT
ON: 11/8/11


COUNTY OF LEHIGH
GREEN ACRES

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS: _____

_____

_____

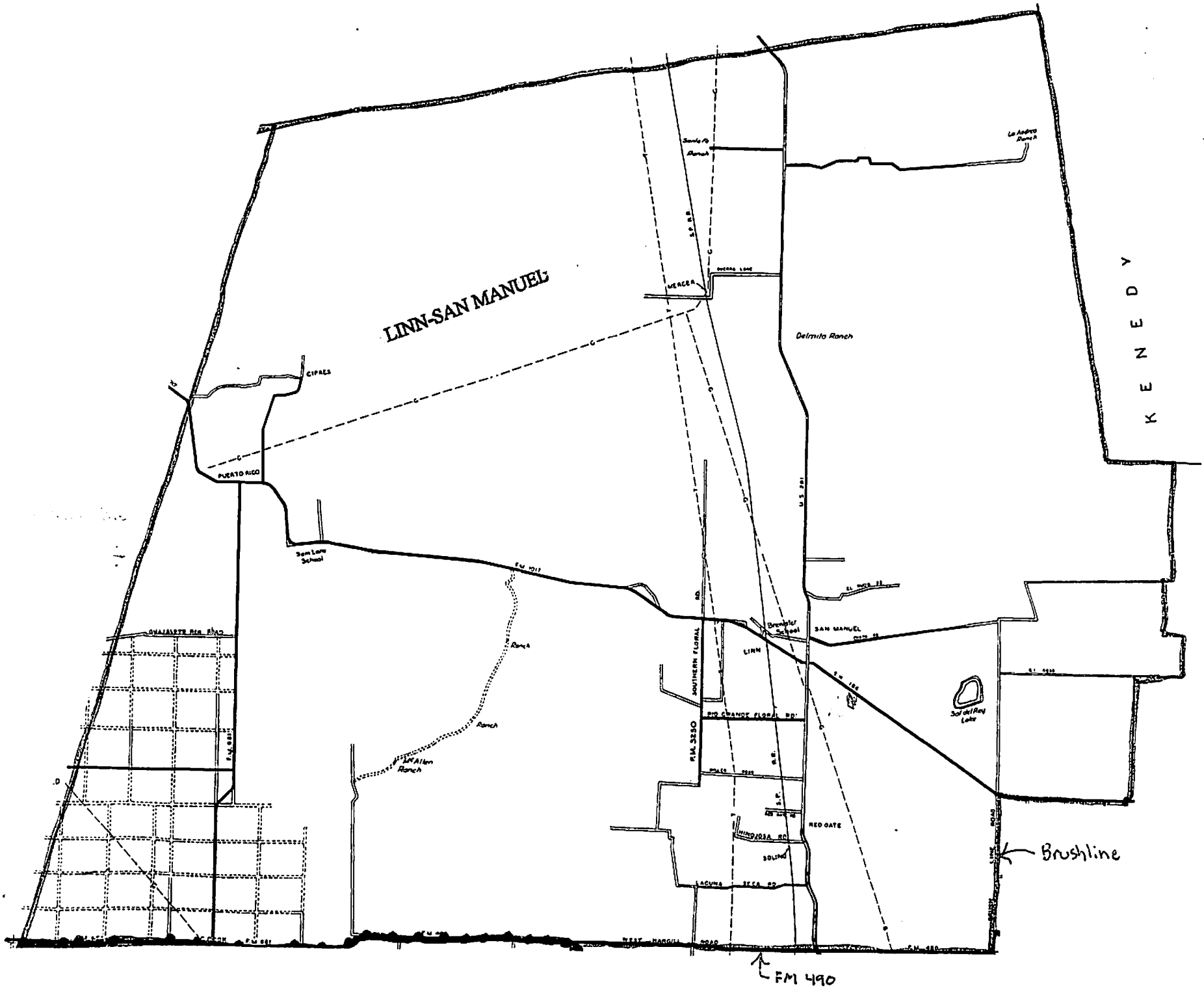
Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00


LINN-SAN MANUEL
KENEDY
Brushline
FM 490

AI-36111 **HIDTA - Task Force 16. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Requesting approval to pay the following claim/invoice with authority for County Treasurer to issue check after review and auditing procedures are completed by the County Auditor:

Vendor	Invoice #	Amount
Copy Graphics, Inc. (Vendor #78174)	132098	$180.00

BACKGROUND

Purchase Order#685251 was obtained after service was rendered,
2-1291-412-00-270-003-1-432

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1291-412-00-270-003-1-432

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

BUDGETARY IMPACT:

PO #685251 for Copy Graphics, Inc.; PO was generated on 12-20-12 after services were already rendered by vendor. Services were rendered on 12-5-12, as per attached invoice.

Funds available as of 1-4-13.

Attachments

Copy Graphics-Claim

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 01:27 PM
Ivan Cantu	Ivan Cantu	01/04/2013 09:33 AM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Nelda Olivarez Started On: 01/03/2013 11:47 AM

Final Approval Date: 01/04/2013

copy graphics

221 North 10th Street McAllen, TX 78501
P: 956-631-0205 F: 956-630-2628

Service Invoice

with Details

Invoice Number:	132098
Date:	12/07/2012
Account Number:	3238
PO Number:	3173
Invoice Total:	**$180.00**

Bill To:

HIDTA (Hidalgo County Task Force)
ACCOUNTS PAYABLE
PO Box 5719
McAllen, TX 78502-5719
USA

Work Order Date	Work Order No.	Payment Terms	Payment Due
12/04/2012	W46719	NET 30	01/06/2013
Description			

Call Number	Equipment Number	Serial Number	Make/Model	Labor Charges	Travel Charges	Materials Charges	Other Charges	Total Charges
SC52337	3173	4093742	MBM - 4005	$0.00	$0.00	$0.00	$0.00	$0.00

Service Date: 12/05/2012
Location: **HIDTA (Hidalgo County Task Force) 3100 S Closner Edinburg, TX 78539 USA**

Contract Number:
PO #: 3173
Caller: Nelda Olivarez -- 956-381-044
Contact: Nelda Olivarez
Phone: 956-381-0444
Fax: 956-381-8722

Description: 1 year warranty on part, labor and mileage and manufacturer limited warranty on cutting wheel and shafts; Not adding oil - Flashing red OIL light

Remarks: 52337/ REMOVED CONTAMINATED OIL FROM BOTTLE & CLND. OUT SUCTION HOSE; ADDED NEW OIL & PRIMED PUMP ON UNIT.RELOGED.

Call Number	Equipment Number	Serial Number	Make/Model	Labor Charges	Travel Charges	Materials Charges	Other Charges	Total Charges
SC52399	3173	4093742	MBM - 4005	$150.00	$0.00	$30.00	$0.00	$180.00

Service Date: 12/07/2012
Location: **HIDTA (Hidalgo County Task Force) 3100 S Closner Edinburg, TX 78539 USA**

Contract Number:
PO #: 3173
Caller: Nelda Olivarez -- 956-381-044
Contact: Nelda Olivarez
Phone: 956-381-0444
Fax: 956-381-8722

Description: 1 year warranty on part, labor and mileage and manufacturer limited warranty on cutting wheel and shafts; Not adding oil - Flashing red OIL light/SC52337 NEED TO PICK UP FOR IN-SHOP REPAIR (RAMON)

Remarks: 52399/CLND. OUT HOSE & OIL BOTTLE, HAD OLD CONTAMINATED OIL IN IT, TESTED & ADDED OIL TO UNIT.

Labor Charges $150.00

Technician	Service Date	Start Time	End Time		Standard Hours	Standard Rate	Standard Charge	Overtime Hours	Overtime Rate	Overtime Charge	Labor Charge
Ramon Quintana	12/07/2012	1:05 pm	1:30 pm	CST	1.00	$75.00	$75.00	0.00	$142.50	$0.00	75.00
Roman Robles	12/07/2012	1:05 pm	1:30 pm	CST	1.00	$75.00	$75.00	0.00	$142.50	$0.00	75.00

Material Charges $30.00

Item	Description	Quantity	UM	Price	Discount	Amount
SHREDDER OIL	Shredder Oil Pint	2	EACH	$15.00	0.00	$30.00

Totals:	$150.00	$0.00	$30.00	$0.00	$180.00

Title to the merchandise delivered will not transfer to the purchaser until amounts due have been paid in full. A 20% restocking fee applies on all stocked supplies. No Returns for special orders, parts or any purchase after 10 days.

Invoice Subtotal:	$180.00
Tax:	$0.00
Invoice Total:	$180.00
Balance Due:	$180.00

Sonya Lopez 12/28/12
12/28/2012
2-1291-412-00-270-000-1-432
Invoice 12/7/12 PO dated 12/20/12
requisition 12/13/12

Needs CC approval.
1/3/13

Purchase Order
COUNTY OF HIDALGO

PO#: 685251

DATE: 12/20/12

VENDOR: 78174 REQ:00227678
FAX (956)630-2628 Email:
Phone:(956)631-0205
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
Vendor Acct:

BUYER:
SHIP TO: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

CONTACT:
SITE: HIDTA
Contract No:

Special Instructions:
269

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	OM REPAIRS & MAINTENACE ON THE 4005C CROSSCUT SHREDDER AT THE HIDTA TASK FORCE OFFICE.(REMOVED CONTAMIATED OIL FROM BOTTLE AND CLEANED OUT SUCTION HOSE; ADDED NEW OIL & PRIMED PUMP ON UNITE. RELOGED) (ALSO WAS PENDING THE LIQUIDATION OF PURCHASE ORDERS TO PREPARE REQUISTIONS)	180.00	180.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		180.00
		********** For Hidalgo County use only		
		2-1291-412-00-270-003-1-432 180.00		
		Approved		

Authorized by: Maritza L. Salazar

AI-36077 **Urban County 17. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Nydia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program – CDBG (1288)

1. Discussion, consideration, and approval of the following personnel actions, effective January 8, 2013.

Action	Slot No.	Position Title	Budgeted Salary
Delete	0007	Compliance Monitor	49,834.00
Create	0031	Monitor III	52,002.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1288-463-00-250-001-6-XXX

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

BUDGETARY IMPACT:

Funds for difference in salary and related fringe benefit expenditures available under Urban County CDBG Funds.

Attachments

PARs

Job Description

Fiscal Note

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/02/2013 02:23 PM
Human Resources	Sylvia Rios	01/03/2013 02:12 PM
Budget & Management	Obdett Calzada	01/03/2013 04:44 PM
Sylvia Solis	Sylvia Solis	01/04/2013 05:33 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Mary Flores Started On: 01/02/2013 01:15 PM

Final Approval Date: 01/04/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED JAN 03 2013 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) **DATE:** 01/02/2013

CURRENT POSITION TITLE: COMPLIANCE MONITOR **CURRENT SLOT. #:** 0007

REQUESTED POSITION TITLE: NA
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~49,834.49~~ 49,834.00 As per Adopted S/S (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ~~(49,834.49)~~ 49,834.00 As per 2013 Adopted S/S (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

AS PER THE NEEDS OF THE UCP, THIS POSITION IS NOT NEEDED

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. [signature] DEPARTMENT HEAD	1/2/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	01.03.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. [signature] DEPARTMENT OF BUDGET & MANAGEMENT	1-04-13 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 03 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001)

DATE: 01/02/2013

CURRENT SLOT. #: 0031

CURRENT POSITION TITLE: N/A

REQUESTED POSITION TITLE: MONITOR 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: $ 0.00 (Current Budgeted Salary) $ 52,002.00 SVS ~~52,001.61~~ (Proposed Budgeted Salary) $ 52,002.00 SVS ~~52,001.61~~ (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

THIS POSITION WILL BETTER SERVE THE NEEDS OF THE DEPARTMENT

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	1/2/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	01-03-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01-04-13 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

MONITOR III

GRADE: 14

GENERAL DESCRIPTION

The Monitor III position is an advanced level technical position requiring experience in general auditing work. The position requires monitoring/auditing of cities, nonprofit organizations and subrecipients that are funded with Urban County Program (UCP) funds. The position requires the review of files and documents to assess compliance with federal rules and regulations and contracts provisions. The Monitor position requires professional conduct, cooperation and tact when dealing with governmental and other business entities.

EXAMPLES OF WORK PERFORMED

Conducts internal audits and prepares reports of department finances and operations including contracting, personnel, purchasing, payroll and fiscal procedures

Develops, plans and coordinates, in conjunction with the Director, the implementation of specialized or non-standard audits; selects audit methods, level and aspects of analysis, and investigative procedures

Surveys and evaluates strengths and weaknesses of internal controls and operational procedures and reports findings to the Director

Develop plans and coordinates implementation of the annual inventory verification; assists in preparation and/or gathering of audit work-papers

Makes recommendations concerning deficiencies found by outside and internal audits

As directed by the Director, conducts reviews to determine if the department and UCP subrecipients are in compliance with federal, state and local regulations in its programs and grants administration

As directed by the Director, may act as liaison for outside agencies, investigating potential illegal activities

Assists the Director or designee in resolving special problems and completing projects which impact and entire department and funding programs

Develops, interprets and applies procedures to maintain required records

Conducts specifically assigned special investigations and compiles information for the Director and prepares formal reports on all investigations

Coordinates the planning and development of the Standard Operating Procedures (SOP's) of the Department; maintains and controls the SOP's central book (s) and the distribution of the individual SOP's

Develops internal policies and procedures for the internal audit and regulatory compliance functions

Inputs project data and fiscal information into fiscal tracking system and related department programs; ensures that recorded information is consistent between the systems by reconciling accounts monthly

Gathers, compiles and analyzes information on program related issues for preparation of required planning documents and budgets

Plans, assigns and supervises the work of others

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in Accounting, Public Administration or related field; Six (6) years of auditing experience, or a combination of education and experience.

Knowledge, Skills, and Abilities

Good knowledge of HUD, municipal, State and Department procurement and contracting policies, procedures and practices; knowledge and experience in Accounting Standards for Non-Profit organizations and governmental entities

Considerable knowledge of audit theory, generally accepted accounting principles and practices, basic statistics and computerized management information systems

Considerable knowledge of HUD, State regulations and Department policies procedures and practices pertaining to the various programs, fund accounting, finance, federal procurement and supervisory and communications skills

Skills in analysis and evaluation of internal controls and management procedures

Ability to work independently, objectively and exercise independent judgment

Familiar with American Fundware Software and Microsoft Office Suites, HUD reporting system-IDIS

Must be qualified to be bonded

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, January 08, 2013** **Agenda Item:** 36189

Summary of request/proposal:
URBAN COUNTY PROGRAM – CDBG (1288)
Discussion, consideration, and approval of the following personnel actions, effective January 8, 2013.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1288	COMPLIANCE MONITOR	0007	113	49,834.00	0.00	(49,834.00)
1288	MONITOR III	0031	113	0.00	52,002.00	52,002.00
				49,834.00	52,002.00	2,168.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1288-463-00-250-001-6-	113	URBAN COUNTY - CDBG -	REG F/T EMPLOYEES	$2,126.47
3-1288-463-00-250-001-6-	211	URBAN COUNTY - CDBG -	HEALTH INSURANCE	$0.00
3-1288-463-00-250-001-6-	212	URBAN COUNTY - CDBG -	LIFE INSURANCE	$0.00
3-1288-463-00-250-001-6-	220	URBAN COUNTY - CDBG -	FICA	$162.67
3-1288-463-00-250-001-6-	230	URBAN COUNTY - CDBG -	RETIREMENT	$219.45
3-1288-463-00-250-001-6-	250	URBAN COUNTY - CDBG -	UNEMPLOYMENT COMP	$10.63
3-1288-463-00-250-001-6-	260	URBAN COUNTY - CDBG -	WORKER'S COMP	$1.06
			2013 Budgetary Impact	$2,520.28

2014 Budgetary Impact: $2,569.51

Possible Funding Sources: URBAN COUNTY - CDBG FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1288-463-00-250-001-6

AI - 36077

URBAN COUNTY - CDBG

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	DIRECTOR	$106,498.00	$0.00	$106,498.00	0.03	$3,194.94	$0.00	$109,693.00	$0.00	$600.00	$0.00	$0.00	$8,000.00	$0.00	$8,600.00
0004	113	DEPUTY DIRECTOR	$55,636.00	$0.00	$55,636.00	0.03	$1,669.08	$0.00	$57,305.00	$0.00	$780.00	$0.00	$0.00	$3,600.00	$0.00	$4,380.00
0006	113	MONITOR II	$47,829.00	$421.00	$48,250.00	0.03	$1,447.50	$0.00	$49,698.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
~~0007~~	~~113~~	~~COMPLIANCE MONITOR~~	~~$48,383.00~~	~~$0.00~~	~~$48,383.00~~	~~0.03~~	~~$1,451.49~~	~~$0.00~~	~~$49,834.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0008	113	ACCOUNTANT IV	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0010	113	UCP COORDINATOR I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0011	113	UCP COORDINATOR I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	MONITOR I	$35,254.00	$1,855.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	MONITOR I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	UCP COORDINATOR II	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0015	113	HR COORDINATOR II	$45,690.00	$0.00	$45,690.00	0.03	$1,370.70	$0.00	$47,061.00	$0.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$1,560.00
0016	113	ACCOUNTANT II	$42,305.00	$0.00	$42,305.00	0.03	$1,269.15	$0.00	$43,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	ADMINISTRATIVE ASSISTANT III	$34,043.00	$0.00	$34,043.00	0.03	$1,021.29	$0.00	$35,064.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	ACCOUNTING CLERK I	$25,912.00	$1,364.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	CLERK III	$26,140.00	$0.00	$26,140.00	0.03	$784.20	$0.00	$26,924.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	114	CUSTODIAN I	$10,529.00	$0.00	$10,529.00	0.03	$315.87	$0.00	$10,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	UCP COORDINATOR I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	CLERK III	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	DIVISION DIRECTOR- UCP FINANCE	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0026	113	UCP COORDINATOR II	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	UCP COORDINATOR I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	EXECUTIVE ASSISTANT I	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0029	113	ACCOUNTS PAYABLE SPECIALIST III	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	ADMINISTRATIVE ASSISTANT II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	**113**	**MONITOR III**	**$0.00**	**$52,002.00**	**$52,002.00**	**0**	**$0.00**	**$0.00**	**$52,002.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$1,015,790.00	$55,642.00	$1,071,432.00		$30,582.90	$0.00	$1,102,014.00	$0.00	$6,780.00	$0.00	$0.00	$11,600.00	$0.00	$18,380.00

Discussion, consideration, and approval of the above hightlighted personnel actions, effective January 8, 2013
All personnel actions pending CC approval.

AI-35955 **Urban County 17. B.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) architectural firms from the county's approved "pool" as graded and evaluated by the City of Peñitas, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 25 (2012) City of Peñitas Public Facility Improvements.

Professional Service Firm	Grade	Ranked
Alcocer Garcia Associates, Inc	97.00	
IDE*A Group, LLC.	91.67	
Mata-Garcia Architects, LLC	91.34	

3. Authority to negotiate a professional architectural service contract with the highest ranked firm of for the provision of architectural services for Urban County Program Year 25 (2012) City of Peñitas Public Facility Improvements.

BACKGROUND

The three architectural firms rated from the county's approved "pool" are: (1) Alcocer Garcia Associates, Inc., (2) IDE*A Group, LLC., and (3) Mata-Garcia Architects, LLC. The projects will be handled separately and separate offers will be submitted per project. The City of Peñitas Public Facility Improvements Project consists of the re-construction of front entrance doors for ADA Compliance.

Funds Available $ 75,000.00 2012 Penitas Public Facilities

Attachments

City of Penitas Grading grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/21/2012 09:35 AM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Mary Flores Started On: 12/20/2012 04:54 PM

Final Approval Date: 01/04/2013

City of Penitas
Architectural Services
Parks, Recreational Facilities & Public Facilities
Year 25 (2015)
Grading-Ranking Grid

Criteria	Alcocer Garcia Associates, Inc.			IDE*A Group, LLC.			Mata-Garcia Architects, LLC.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	25	25	20	22	25	16	21	25	18
Experience of Project Team	25	23	23	21	25	23	22	25	23
Experience/ Availability of Project Manager	20	20	18	18	20	18	17	20	18
Understanding of Project	17	20	25	15	19	25	15	19	25
Familiarity with Applicable Rules & Regulations	10	10	10	8	10	10	8	8	10
TOTALS	97	98	96	84	99	92	83	97	94
AVERAGES	291+3= 97.0			275+3= 91.67			274+3= 91.34		
RATING									

AI-35920 **Urban County 17. C.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Steve de La Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Urban County Program's (UCP) substantial amendment to its HOME Program's Annual Allocation for Fiscal Year 25 (2012). The proposed amendment will decrease the HOME Programs Fiscal Year 25 (2012) by $367,858. The reduction is due to the U.S. Department of Housing and Urban Development (HUD) approving the County's request for a waiver. The following reflects what was requested and the actual allocation:

Requested Home Allocation			**Actual Home Allocation**	
Administration	$180,215		Administration	$143,429
Rehab Program	971,936		Rehab Program	640,864
Homebuyer Program	50,000		Homebuyer Program	50,000
CHDO Program	600,000		CHDO Program	600,000
TOTAL	**$1,802,151**		**TOTAL**	**$1,434,293**

2. Requesting approval of a budget and program substantial amendment for Urban County Program's HOME Program Fiscal Year 25 (2012) Annual Allocation. The proposed amendment will decrease the proposed annual allocation by $367,858.

BACKGROUND

The County of Hidalgo Urban County Program submitted its Consolidated Annual Action Plan to the U.S. Department of Housing and Urban Development in May of 2012. The UCP requested approval of its plan and held a public hearing during the Hidalgo County Commissioner's Court meeting on May 8, 2012. The plan detailed the requested HOME Allocation (listed above). As a result, the UCP is required to comply with its Citizen Participation Plan which entails publication in the local newspaper and a public hearing regarding the decrease in HOME funding. (See attached copy of Public Hearing Notice).

Attachments

Public Hearing Notice Budget & Program Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/19/2012 03:31 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Mary Flores Started On: 12/19/2012 02:29 PM

Final Approval Date: 01/04/2013

PUBLIC HEARING NOTICE
HIDALGO COUNTY
URBAN COUNTY PROGRAM

BUDGET AND PROGRAM AMENDMENT

In compliance with HOME Program requirements, the Hidalgo County Urban Count Program (UCP) will conduct a Public Hearing to solicit input from interested parties regarding the proposed Budget and Program Substantial Amendment to its HOME Program, Year 25 (2012).

The Public Hearing will be held on Tuesday, December 18, 2012 at 9:30 a.m. at County Commissioner's Court located at 415 W University Drive in Edinburg, Texas 78539.

The following is the proposed Budget and Program Substantial Amendment for your consideration:

Proposed Budget	Year 25 Activities	Actual Budget
$ 180,215	Administration	$ 143,429
971,936	Rehab. Program	640,864
50,000	Homebuyer Program	50,000
600,000	CHDO Program	600,000
$ 1,802,151	Total	$ 1,434,293

The proposed amendment will **DECREASE** the HOME Program's Annual Allocation by $367,858.

Accommodations for individuals with handicaps shall be provided upon request. Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 787-8127. Written comments may be forwarded to:

UCP Director, Diana R. Serna
1916 Tesoro Blvd
Pharr, Texas 78577

AI-35929 **Urban County 17. D.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Weslaco is requesting approval and award of best and final negotiated contract with LeFEVRE Environmental & Management Consulting, LLC in the amount of $47,216.00 utilizing CDBG FY 20, 21 23 & 24 (2006, 2008, 2010 & 2011) Water/Sewer Improvements project.

BACKGROUND

LeFEVRE Environmental & Management Consulting, LLC submitted a best and final offer for professional engineering services for a water/sewer project within the City of Weslaco. LeFEVRE Environmental & Management Consulting, LLC was the highest ranked firm by County Commissioner's Court. See attached scope of services and Best and Final Offer Letter.

Contract Amount:	**$ 47,216.00**	
Funds Available:	$ 1,222.00	YR 20 (2006) Water/Sewer Improvements
	$ 6,060.83	YR 21 (2008) Water/Sewer Improvements
	$ 25,626.98	YR 23 (2010) Water/Sewer Improvements
	$232,439.20	YR 24 (2011) Water/Sewer Improvements
	$240,000.00	YR 25 (2012) Water/Sewer Improvements
	$503,349.01	

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/19/2012 04:54 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Mary Flores Started On: 12/19/2012 03:00 PM

Final Approval Date: 01/04/2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 8th day of January, 2013 by and between Urban County Program, (hereinafter called the "Party") and LeFEVRE Environmental & Management Consulting, LLC., duly authorized Engineer, herein acting by Richard LeFevre, P.E (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as
stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Weslaco Water/Sewer Improvements Account(s) 5006/08/10/11-80-0310-5000-8000 *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any
construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by
the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 47,216.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under thc Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations
created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities
related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related
to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer
in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however,
that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediatcly abovc;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **January 8, 2013**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____

Richard LeFevre, Project Engineer

Firm Name: **LeFevre Environmental & Management Consulting, LLC**
Address: **612 Nolana, Suite 520**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **20-8133167**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___, by _____of and on behalf of _____,
title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

LeFEVRE
ENVIRONMENTAL &
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001

Texas Registered Engineering Firm F-11722

December 17, 2012

Submitted to:
Diana R. Serna
Director
c/o Urban County Program
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

Submitted for:
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

Re: Best and Final Offer - Urban County Program Year 24 (2011) City of Weslaco, Water/Sewer Improvements project

Ms. Serna:

As per our conversation please find the enclosed Best and Final Offer (BAFO) submitted by LeFevre Environmental & Management Consulting, LLC on the proposed rates submitted as set forth below in connection to the above referenced project.

Engineering Cost Proposal and Fee Breakdown by:			**Best and Final Offer by:**		
LeFevre Environmental & Management Consulting, LLC			LeFevre Environmental & Management Consulting, LLC		
Survey/Topography Task 1 - Design Topography		**$ 4,410**	Survey/Topography Task 1 - Design Topography		**$ 4,410**
(price does not include acquiring easements)					
Basic Engineering		**$25,916**	Basic Engineering		**$25,916**
Task 2 - Project Startup	$ 1,190		Task 2 - Project Startup	$ 1,402	
Task 3 - Design	$ 20,156		Task 3 - Design	$ 21,038	
Task 4 - Preliminary Plans	$ 2,490		Task 4 - Preliminary Plans	$ 2,805	
Task 5 - Final Plans and Specifications	$ 2,080		Task 5 - Final Plans and Specifications	$ 2,805	
Inspection		**$ 9,160**	Inspection		**$ 9,160**
Construction Phase Engineering		**$ 7,730**	Construction Phase Engineering		**$ 7,730**
Task 6 - Bidding & Award	$1,430		Task 6 - Bidding & Award	$1,850	
Task 7 - Construction	$ 4,420		Task 7 - Construction	$ 4,700	
Task 8 - As-Builts	$ 1,880		Task 8 - As-Builts	$ 1,850	
Total		**$ 47,216**	**Total**		**$ 47,216**

The above price does not include material testing, geotechnical engineering, or survey for acquisition of any and all easements required for construction of this project. The survey included in pricing is only to be used for engineering requirements and NOT for acquisition of properties, property disputes, etc. Any survey to be used for acquisition of properties, boundary searches, etc., that will need a registered land surveyor will need to be added as additional services or provided by others.

Please call me if you should have any questions at (956) 661-8000.

Respectfully yours,

Richard LeFevre, P.E.
Project Engineer

cc: z:\5 projects\hidalgo\weslaco\p148 recycled water line urban co\bafo - urban county (2011) - weslaco final.docx

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

Professional Engineering Cost Breakdown

City of Weslaco - Urban County Water Recycle Line Project
P148

LEMC Professional Engineering Services:

Civil Engineering
Mechanical Engineering
Structural Engineering

Hourly Rates:		
Principal Engineer	140	$/Hr
Engineer	120	$/Hr
Project Manager	90	$/Hr
CADD Technician	65	$/Hr
Inspector	40	$/Hr
Administration	30	$/Hr

Project Start Up (Task 2)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Meeting w/ City Manager & Staff	1	1	1			
Planning w/ City Staff		2	2			
Define Scope of Work & Tasks		2	2			
Total	1	5	5	0	0	0

Preliminary Plans (Task 4)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Develop Feasible Alternatives		1	1			
Develop Preferred Alternative		1	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		1	1			
Preliminary Plans and General Notes		0	2	12	4	
Preliminary Specifications		0	2		16	
Total	0	3	7	12	20	0

Design - Civil, Electrical, Structural Task 3	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Survey Coordination and Evaluation		2	4	16	2	

Final Design Calculations	4	2	16			
Final Plan and General Notes	4	8	34	90	4	
Final Specifications	4	8	24		8	
Design	12	20	78	106	14	0

Final Plans and Specifications Task 5	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Final Plan and General Notes	0	2	4	8	0	
Final Specifications	0	2	4		8	
Design	0	4	8	8	8	0

Inspection	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Pre-Bid Meeting						1
Bid Opening						1
Construction Inspections						225
Pre-Construction Meeting & N.T.P.						2
Bidding and Negotiating Phase Total	0	0	0	0	0	229

Construction Phase Engineering Bidding & Award (Task 6)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Advertisement		1			4	
Pre-Bid Meeting	0	1	1		1	
Bid Opening	0	1	0		1	
Negotiations w/ Contractor			1			
Notice of Award to Contractor			1		1	
Pre-Construction Meeting & N.T.P.	1	2	2		1	
Total	1	5	5	0	8	0

Construction (Task 7)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	Inspector
Construction Phase Engineering	1	5	15		8	
Monthly Project Status Meeings	1	5	6		8	
Construction Inspections	0	0	0		8	
Construction Phase Total	2	10	21	0	24	0

As Builts (Task 8)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Record Drawings			5	16		
Closing of the Project					8	
Total	0	0	5	16	8	

Total Hours	16	47	129	142	82	229
Amount Per Hour	$140	$90	$120	$65	$30	40
Grand Total	**$2,240**	**$4,230**	**$15,480**	**$9,230**	**$2,460**	**$9,160**

Survey	$4,410
CONTRACT TOTAL AMOUNT	**$47,216**

Survey	$1500/Day Survey Team	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Field Work - Survey	2.5					
CADD/Technician				16		
Project Manager Oversight		4				
Final Suvey					4	
Sub-Total	$ 3,750	$ 360	$ -	$ 256	$ 120	$ -
Total Amount	**$4,486**					

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cuellar & Associates Property and Casualty, LLC
11550 IH 10 West - Suite 150
San Antonio, TX 78230

CONTACT NAME: Robert Shimanek, III
PHONE (A/C, No, Ext): 512-507-0776 **FAX (A/C, No):** 866-475-1803
E-MAIL ADDRESS: rshimanek@cuellarandassociates.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Lloyd Insurance Company	
INSURER B : The Charter Oak Fire Insurance Company	
INSURER C : Travelers	
INSURER D : The Travelers Indemnity Company of Connecticut	
INSURER E : Tudor Insurance Company	
INSURER F :	

INSURED
LeFevre Environmental Management Consulting, LLC
612 Nolana Suite 350
McAllen, TX 78504

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC	✓		PACP-5970X620	03/21/2012	03/21/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ✓ HIRED AUTOS ✓ SCHEDULED AUTOS ✓ NON-OWNED AUTOS	✓		BA-5971X192	03/21/2012	03/21/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	✓ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			CUP-3900T647	04/17/2012	03/21/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XEUB-3676T38-1-12	03/21/2012	03/21/2013	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			AEL1003897	08/19/2012	08/19/2013	Each Claim Policy Aggregate	$1,000,000 $1,000,000

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

CERTIFICATE HOLDER
Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

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

AUTHORIZED REPRESENTATIVE

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Monica Leal

From: Raul Sesin [raul.sesin@hchd.org]
Sent: Monday, December 17, 2012 1:41 PM
To: Leal Monica
Cc: <raul.sesin@co.hidalgo.tx.us>; Cavazos Nora
Subject: Fwd: BAFO

Monica,

Thank you for coordinating the negotiations with LaFevre earlier today. I concur with revised breakdown and believe the County and City will be well represented by LeFevre in this project. Therefor, I recommend that we go with the submitted Engineering lump sum fee based on hourly cost of $47,216.00.

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

Thank you.

Raul E. Sesin, PE, CFM

Sent from my iPad
956-566-1974

Begin forwarded message:

> **From:** "Richard LeFevre, PE" <richard@lefevregroup.net>
> **Date:** December 17, 2012, 12:47:35 PM CST
> **To:** "'Monica Leal'" <monica.leal@ucp.co.hidalgo.tx.us>
> **Cc:** "'Raul Sesin'" <Raul.Sesin@co.hidalgo.tx.us>, "'Emigdio Salinas'" <milo@lefevregroup.net>, "'Hilario Ortiz'" <hilario@lefevregroup.net>
> **Subject: BAFO**
>
> As per our meeting today. Please find the BAFO as requested with the revisions. I hope this is sufficient.
>
> We appreciate yours and Mr. Sesin's tie today to discuss the contract and feel that you and Mr. Sesin were fair and honest.
>
> Thanks,
>
> **Richard LeFevre, P.E.**
> Principal
> <image001.jpg>
> www.lefevregroup.net
>
> <P148-Project Cost Breakdown - FINAL.pdf>
>
> <BAFO - Urban County _2011_ - Weslaco FINAL.pdf>

AI-35951 **Urban County 17. E.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) architectural firms from the county's approved "pool" as graded and evaluated by the City of Peñitas, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 25 (2012) City of Peñitas Parks, Recreational Facilities.

Professional Service Firm	Grade	Ranked
Alcocer Garcia Associates, Inc.	97.00	
IDE*A Group, LLC.	91.67	
Mata-Garcia Architects, LLC.	91.34	

3. Authority to negotiate a professional architectural service contract with the highest ranked firm of for the provision of architectural services for Urban County Program Year 25 (2012) City of Peñitas Parks, Recreational Facilities.

BACKGROUND

The three architectural firms rated from the county's approved "pool" are: (1) Alcocer Garcia Associates, Inc., (2) IDE*A Group, LLC., and (3) Mata-Garcia Architects, LLC. The City of Peñitas Parks, Recreational Facilities project consists of the construction of approximately 10 paved parking lot spaces, installation of a sprinkler system, installation of fencing, purchase and installation of lighting, construction and installation of signage, purchase and installation of flagpoles, park benches, guard railings, landscaping, electrical, park equipment, and a splash pad at Penitas Memorial Park.

Funds Available:	$ 34,975.00	2002 Penitas Parks, Recreational Facilities
	$ 15,336.82	2009 Penitas Parks, Recreational Facilities
	$ 83,871.25	2010 Penitas Parks, Recreational Facilities
	$ 92,000.00	2012 Penitas Parks, Recreational Facilities
	$226,183.07	**Total Parks, Recreational Fac. Funds**

Attachments

City of Penitas Grading Grid

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Obdett Calzada	12/20/2012 04:55 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Mary Flores Started On: 12/20/2012 04:23 PM

Final Approval Date: 01/04/2013

City of Penitas
Architectural Services
Parks, Recreational Facilities & Public Facilities
Year 25 (2015)
Grading-Ranking Grid

Criteria	Alcocer Garcia Associates, Inc.			IDE*A Group, LLC.			Mata-Garcia Architects, LLC.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	25	25	20	22	25	16	21	25	18
Experience of Project Team	25	23	23	21	25	23	22	25	23
Experience/ Availability of Project Manager	20	20	18	18	20	18	17	20	18
Understanding of Project	17	20	25	15	19	25	15	19	25
Familiarity with Applicable Rules & Regulations	10	10	10	8	10	10	8	8	10
TOTALS	97	98	96	84	99	92	83	97	94
AVERAGES	291÷3= 97.0			275÷3= 91.67			274÷3= 91.34		
RATING									

AI-36112 **Right of Way 18. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Approval to modify the Realignment a portion of Alberta Road from 80' to 50' on the Hidalgo County Metropolitan Planning Organization Thoroughfare Plan.

BACKGROUND

Attachments

Alberta Road- MPO realignment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 10:29 AM
Roland Garcia	Rolando Garcia	01/04/2013 11:29 AM
Glinda Pacheco	Glinda Pacheco	01/04/2013 11:58 AM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rebecca Gomez Started On: 01/03/2013 11:54 AM

Final Approval Date: 01/04/2013

ORDER OF THE COMMISSIONERS COURT
OF THE COUNTY OF HIDALGO
APPROVING REALIGNMENT A PORTION OF ALBERTA ROAD

WHEREAS, the Hidalgo County Metropolitan Planning Organization Thoroughfare Plan calls for Alberta Road to be expanded to an eighty foot collector street; and

WHEREAS, a line of utility poles are situated on the south side of a portion of Alberta Road beginning at Raul Longoria east approximately 4.25 miles toward Val Verde Road (the "Portion")hindering expansion of Alberta Road to an eighty foot collector street.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS THAT the County of Hidalgo objects to the modified alignment to the portion of Alberta Road as described in the Hidalgo County Metropolitan Planning Organization Thoroughfare Plan and the Hidalgo County Metropolitan Planning Organization is authorized to modify the Thoroughfare Plan with respect to and only with respect to the Portion of Alberta Road reducing the Portion of Alberta Road from eighty feet to fifty feet.

PASSED, APPROVED AND ORDERED this _____ day of January, 2013.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
STEPHEN L. CRAIN

COUNTY of HIDALGO

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



COUNTY COMMISSIONER, PCT. NO. 4

December 10, 2012

Mr. Andrew Cannon
Hidalgo County MPO
510 S. Pleasantview Drive
Weslaco, TX 78596

RE: Thoroughfare Plan Amendment for Alberta Road

Dear Mr. Cannon,

It was brought to my attention that the MPO's thoroughfare plan is calling for Alberta Road to be expanded to an 80' collector. At the present time, there is a line of utility poles that are grounded on the south side of Alberta Road that would hinder the expansion to 80 feet.

The stretch of road in question begins at Raul Longoria Rd. and runs east to Val Verde Rd. It is approximately 4.25 miles in length. A formal resolution of adoption by Hidalgo County Commissioners Court will be submitted to you in the near future.

Should you have any questions or require additional information, please feel free to give me a call at (956) 383-3112.

Sincerely,

Joseph Palacios

Joseph Palacios
Hidalgo County Commissioner, Precinct #4

Hidalgo County Thoroughfare Plan Amendment

Jurisdiction: Precinct 4

Contact Person: Jesse Ozuna

Contact Persons Phone Number: 648-3493

Date of Application: _____

Amendment Description

Name of Roadway: Alberta Road

Facility Category: Existing _____ Expansion ✓ New _____

Functional Class Description: Expansion Collector 80' needs to be reduced.

Facility Type: Divided _____ Continuous Left Turn Lane _____ Undivided ✓

Limits

To: Raul Longoria Rd.

From: Val Verde Rd.

Length: 4.25 miles

Number of lanes: 2

Project History: _____
(when applicable only)

Documentation Required with Amendment Form

Submit Hidalgo County Thoroughfare Plan Amendment form and a resolution of adoption by jurisdictions governing body or supporting written documentation with an authorized signature to:

Hidalgo County MPO
510 S Pleasantview Drive
Weslaco, TX 78596
(956) 969-5778 (Tel)
(956) 969-5821 (Fax)

Submission Deadline: Friday, December 16, 2011 No later than 5:00 PM

For HCMPO Staff Use Only

Date Received: _____

Date Approved by Transportation Policy Board: _____

AI-36120 **WIC 19. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

March of Dimes (1292):
Approval to accept the No-Cost extension for 2012 Community Award letter through December 31, 2013 from the March of Dimes.

BACKGROUND

3.1292.441.00.350.016.2.xxx March of Dimes
No Cost extension for 2012 Community Award letter

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1292-441-00-350-016-2-603

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

BUDGETARY IMPACT:

Funds pending year end grant rollover. Currently there is an available balance of $2,000.00 under acct #2-1292-441-00-350-016-2-603 WIC-MARCH OF DIMES-EDUCATION/INSTR SUPP.

Attachments

Ext. 2012 Community Award Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 03:32 PM
Erika Zamora	Obdett Calzada	01/04/2013 01:25 PM
Ivan Cantu	Ivan Cantu	01/04/2013 04:41 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Margarita Gonzalez Started On: 01/03/2013 02:24 PM

Final Approval Date: 01/04/2013

March of Dimes Foundation
San Antonio Division
7400 Blanco Road, Suite 129
San Antonio, TX 78216
Telephone 210.696.1030
Fax 210.694.0577

marchforbabies.org

January 2, 2013
Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539

RE: No-Cost extension for 2012 Community Award

Dear Ms. Longoria:

This letter is to inform you that we received the request for the no-cost extension. The request for the extension to expend the remaining funds from the 2012 community award has been approved through December 31, 2013.

If you have any questions or need assistance in any way, do not hesitate to contact me at 210.515.4841 or smaustin@marchofdimes.com.

Sincerely,

Sheila Marie Austin
Director of Program Services

AI-36142 **Precinct #1 20. A.**

CC REGULAR

Meeting Date: 01/08/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Ratification of Appointments to the following Civil Service Exempt Key Positions in Precinct 1, effective January 2, 2013:

1. Executive Assistant for Community and Intergovt. Relations (R&B Slot No. 0001 - Functional Title - Chief Administrator)Raul Homero Lozano

2. Director of Management Support (R&B Slot No. 002 - Functional Title - Same) - David Rodriguez

3. Director of Road & Bridge (R&B Slot No. 0091 - Functional Title - Director, Field Operations) - Oscar Garcia

4. Approval of Title Change only as follows:

Department	Slot No.	From	To
Rd. Maint.	0001	Executive Asst. for Community & Intergovt. Relations	Chief Administrator
Rd. Maint.	0091	Director of Road & Bridge	Director, Field Operations

5. Approval of Revised Salary Schedule.

BACKGROUND

Job Description has been modified to be suitable for new job title.

Attachments

fiscal note
PARS
REVISED SALARY SCHEDULE
MAINT REVISED SALARY SCHEDULES
CHIEF ADM. job desc.
director, job description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 09:21 AM

Purchasing Department Angela Garcia 01/04/2013 05:39 PM

Form Started By: Katia Garcia Started On: 01/03/2013 04:49 PM

Final Approval Date: 01/04/2013

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, January 08, 2013** **Agenda Item:** 36142

Summary of request/proposal:
Pct 1- Admin (1200):
APPROVAL OF TITLE CHANGE AS FOLLOWS:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	Executive Assist. For Community & Intergov. Relations ***TITLE CHANGE TO*** Chief Administrator	0001	113	87,550.00	87,550.00	0.00
		TOTAL		**87,550.00**	**87,550.00**	**0.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-121-004-0-	113	PCT 1 ADMINISTRATION -	REG F/T EMPLOYEES	$0.00
3-1200-431-00-121-004-0-	211	PCT 1 ADMINISTRATION -	HEALTH INSURANCE	$0.00
3-1200-431-00-121-004-0-	212	PCT 1 ADMINISTRATION -	LIFE INSURANCE	$0.00
3-1200-431-00-121-004-0-	220	PCT 1 ADMINISTRATION -	FICA	$0.00
3-1200-431-00-121-004-0-	230	PCT 1 ADMINISTRATION -	RETIREMENT	$0.00
3-1200-431-00-121-004-0-	250	PCT 1 ADMINISTRATION -	UNEMPLOYMENT COMP	$0.00
3-1200-431-00-121-004-0-	260	PCT 1 ADMINISTRATION -	WORKER'S COMP	$0.00
			2013 Budgetary Impact	$0.00

2014 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY/ FISCAL IMPACT

Summary of request/proposal:
Pct 1- Road Maintenance (1200):
APPROVAL OF TITLE CHANGE AS FOLLOWS:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	Director of Road & Bridge ***TITLE CHANGE TO*** Director, Field Operations	0091	113	72,100.00	72,100.00	0.00
		TOTAL		**72,100.00**	**72,100.00**	**0.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-121-005-0-	113	PCT 1 ROAD MAINT-	REG F/T EMPLOYEES	$0.00
3-1200-431-00-121-005-0-	211	PCT 1 ROAD MAINT-	HEALTH INSURANCE	$0.00
3-1200-431-00-121-005-0-	212	PCT 1 ROAD MAINT-	LIFE INSURANCE	$0.00
3-1200-431-00-121-005-0-	220	PCT 1 ROAD MAINT-	FICA	$0.00
3-1200-431-00-121-005-0-	230	PCT 1 ROAD MAINT-	RETIREMENT	$0.00
3-1200-431-00-121-005-0-	250	PCT 1 ROAD MAINT-	UNEMPLOYMENT COMP	$0.00
3-1200-431-00-121-005-0-	260	PCT 1 ROAD MAINT-	WORKER'S COMP	$0.00
			2013 Budgetary Impact	$0.00

2014 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY/ FISCAL IMPACT

COMMENTS:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 04 2013
HUMAN RESOURCES

Re Adm.

DEPARTMENT NAME/NUMBER: Precinct 1 - ~~Road Maintenance~~ 121-004 DATE: 1/4/2013

CURRENT POSITION TITLE: Executive Assistant for Community and Intergovt. Relations CURRENT SLOT #: 0001

REQUESTED POSITION TITLE: Chief Administrator

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Title Change

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

POSITION SALARY REQUEST:

Salary Amount:

$ 87,550.00	$ 87,550.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

As requested by Commissioner AC Cuellar.

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.	[signature] DEPARTMENT HEAD	1/4/13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☒	YES	☐	NO
2.	Esther A. Cortez /apr HUMAN RESOURCES DIRECTOR	01.04.13 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES	☐	NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	01/4/13 Date	BUDGET PROCEDURES COMPLETED	✓	YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 04 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 1 - Road Maintenance 121-005 DATE: 1/4/2013

CURRENT POSITION TITLE: Director of Road & Bridge CURRENT SLOT #: 0091

REQUESTED POSITION TITLE: Director, Field Operations

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Title Change

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

POSITION SALARY REQUEST:

Salary Amount:

$ 72,100.00	$ 72,100.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

As requested by Commissioner AC Cuellar.

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.	[signature]	1/4/13	FUNDING AVAILABLE IN DEPT. BUDGET	☒	YES	☐	NO
	DEPARTMENT HEAD	Date					
2.	Esther A. Cortez/ejc	01-04-13	PERSONNEL PROCEDURES COMPLETED	☒	YES	☐	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.	[signature]	1-4-13	BUDGET PROCEDURES COMPLETED	☑	YES	☐	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-121-004-0

AI - 3614

PCT. 1 ADMINISTRATION

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	113	**TITLE CHANGE TO: CHIEF ADMINISTRATOR** ~~**EXEC. ASST. FOR COMMUNITY & INTERGOVERNM'TL RELA.**~~	**$85,000.00**	**$0.00**	**$85,000.00**	**0.03**	**$2,550.00**	**$0.00**	**$87,550.00**	**$0.00**	**$300.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0002	113	DIRECTOR OF MANAGEMENT SUPPORT	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00
0003	113	ADMINISTRATIVE ASSISTANT IV	$50,000.00	$0.00	$50,000.00	0.03	$1,500.00	$0.00	$51,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	COMMUNITY LIAISON	$55,000.00	$0.00	$55,000.00	0.03	$1,650.00	$0.00	$56,650.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00
0006	113	PERSONNEL SPECIALIST	$52,000.00	$0.00	$52,000.00	0.03	$1,560.00	$0.00	$53,560.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00
0007	113	ACCOUNTANT III	$50,000.00	$0.00	$50,000.00	0.03	$1,500.00	$0.00	$51,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	CLERK IV	$37,000.00	$0.00	$37,000.00	0.03	$1,110.00	$0.00	$38,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	CLERK IV	$37,000.00	$0.00	$37,000.00	0.03	$1,110.00	$0.00	$38,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	CLERK IV	$37,000.00	$0.00	$37,000.00	0.03	$1,110.00	$0.00	$38,110.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00
0011	113	CLERK IV	$35,500.00	$0.00	$35,500.00	0.03	$1,065.00	$0.00	$36,565.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	ADMINISTRATIVE ASSISTANT IV	$48,000.00	$0.00	$48,000.00	0.03	$1,440.00	$0.00	$49,440.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	CLERK	$27,500.00	$0.00	$27,500.00	0.03	$825.00	$0.00	$28,325.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	CALL CENTER MANAGER	$51,000.00	$0.00	$51,000.00	0.03	$1,530.00	$0.00	$52,530.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	ADMINISTRATIVE ASSISTANT III	$36,000.00	$0.00	$36,000.00	0.03	$1,080.00	$0.00	$37,080.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00
0016	114	CLERK	$27,500.00	$0.00	$27,500.00	0.03	$825.00	$0.00	$28,325.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	ADMINISTRATIVE ASSISTANT III	$35,157.00	$0.00	$35,157.00	0.03	$1,054.71	$0.00	$36,212.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$728,657.00	$0.00	$728,657.00		$21,859.71	$0.00	$750,517.00	$0.00	$4,620.00	$0.00	$0.00	$0.00	$0.00

Personnel Actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-121-004-0

AI - 3614

PCT. 1 ADMINISTRATION

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-121-004-0

AI - 3614

PCT. 1 ADMINISTRATION

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119

2013 ACTUAL TOTAL COMPENSATION
$0.00
$0.00
$0.00
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$0.00
$0.00
$0.00

2

2013 ACTUAL TOTAL COMPENSATION

2

2013 ACTUAL TOTAL COMPENSATION

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-121-005-0

AI - 36142

PCT. 1 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0012	113	SP/PROJ COORD	$39,322.00	$0.00	$39,322.00	0.03	$1,179.66	$0.00	$40,502.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	TRUCK DRIVER I	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	HEAVY EQUIPMENT OPERATOR III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$0.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	HEAVY EQUIPMENT OPERATOR I	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	MAINTENANCE III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	MAINTENANCE II	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	MAINTENANCE III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0029	113	MECHANIC II	$32,578.00	$0.00	$32,578.00	0.03	$977.34	$0.00	$33,555.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	HEAVY EQUIPMENT OPERATOR II	$31,771.00	$0.00	$31,771.00	0.03	$953.13	$0.00	$32,724.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	MAINTENANCE III	$31,190.00	$0.00	$31,190.00	0.03	$935.70	$0.00	$32,126.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0036	113	HEAVY EQUIPMENT OPERATOR II	$29,852.00	$0.00	$29,852.00	0.03	$895.56	$0.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	MAINTENANCE II	$29,852.00	$0.00	$29,852.00	0.03	$895.56	$0.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0038	113	HEAVY EQUIPMENT OPERATOR II	$29,852.00	$0.00	$29,852.00	0.03	$895.56	$0.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0039	113	TRUCK DRIVER III	$29,031.00	$0.00	$29,031.00	0.03	$870.93	$0.00	$29,902.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	113	TRUCK DRIVER III	$28,026.00	$0.00	$28,026.00	0.03	$840.78	$0.00	$28,867.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	TRUCK DRIVER III	$27,562.00	$0.00	$27,562.00	0.03	$826.86	$0.00	$28,389.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0044	113	TRUCK DRIVER I	$26,607.00	$0.00	$26,607.00	0.03	$798.21	$0.00	$27,405.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0046	113	HEAVY EQUIPMENT OPERATOR I	$26,334.00	$0.00	$26,334.00	0.03	$790.02	$0.00	$27,124.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
0049	113	TRUCK DRIVER III	$26,000.00	$0.00	$26,000.00	0.03	$780.00	$0.00	$26,780.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0053	113	MAINTENANCE I	$25,236.00	$0.00	$25,236.00	0.03	$757.08	$0.00	$25,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	DATA ENTRY CLERK	$23,988.00	$0.00	$23,988.00	0.03	$719.64	$0.00	$24,708.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0056	113	TRUCK DRIVER III	$23,985.00	$0.00	$23,985.00	0.03	$719.55	$0.00	$24,705.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0057	113	MAINTENANCE I	$23,635.00	$0.00	$23,635.00	0.03	$709.05	$0.00	$24,344.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0078	113	DIESEL MECHANIC	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0080	113	MATERIAL MANAGEMENT MANAGER	$40,000.00	$0.00	$40,000.00	0.03	$1,200.00	$0.00	$41,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	EXECUTIVE ASST	$59,568.00	$0.00	$59,568.00	0.03	$1,787.04	$0.00	$61,355.00	$0.00	$300.00	$0.00	$0.00	$5,000.00	$0.00	$0.00
0090	113	ADMINISTRATIVE ASSISTANT V	$49,000.00	$0.00	$49,000.00	0.03	$1,470.00	$0.00	$50,470.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TITLE CHANGE TO: DIRECTOR, FIELD OPERATIONS														
0091	**113**	~~**DIRECTOR OF ROAD & BRIDGE**~~	**$70,000.00**	**$0.00**	**$70,000.00**	**0.03**	**$2,100.00**	**$0.00**	**$72,100.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$0.00
0093	113	HEAVY EQUIPMENT OPERATOR II	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0095	113	MAINTENANCE III	$23,993.00	$0.00	$23,993.00	0.03	$719.79	$0.00	$24,713.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0096	113	TRAFFIC SPECIALIST I	$20,049.00	$0.00	$20,049.00	0.03	$601.47	$0.00	$20,650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0097	113	TRAFFIC SPECIALIST I	$20,049.00	$0.00	$20,049.00	0.03	$601.47	$0.00	$20,650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0100	113	CLERK III	$23,993.00	$0.00	$23,993.00	0.03	$719.79	$0.00	$24,713.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0101	113	CREW LEADER II	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
0102	113	SUPERVISOR	$36,766.00	$0.00	$36,766.00	0.03	$1,102.98	$0.00	$37,869.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0103	113	ASSET MANAGEMENT SUPERVISOR	$52,254.00	$0.00	$52,254.00	0.03	$1,567.62	$0.00	$53,822.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0104	113	SHOP FOREMAN	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0105	113	VECTOR SPECIALIST	$32,051.00	$0.00	$32,051.00	0.03	$961.53	$0.00	$33,013.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$0.00
0106	113	CREW LEADER II	$41,578.00	$0.00	$41,578.00	0.03	$1,247.34	$0.00	$42,825.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-121-005-0

AI - 36142

PCT. 1 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0107	113	SAFETY COORDINATOR	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0108	113	TRUCK DRIVER III	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0109	113	HEAVY EQUIPMENT OPERATOR III	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
0110	113	TRUCK DRIVER III	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
0111	113	CREW LEADER II	$38,500.00	$0.00	$38,500.00	0.03	$1,155.00	$0.00	$39,655.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0112	113	CREW LEADER II	$38,500.00	$0.00	$38,500.00	0.03	$1,155.00	$0.00	$39,655.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
0113	113	CREW LEADER I	$31,520.00	$0.00	$31,520.00	0.03	$945.60	$0.00	$32,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0114	113	TRUCK DRIVER III	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0115	113	MAINTENANCE III	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$0.00
0116	113	ACCOUNTS PAYABLE SPECIALIST I	$28,231.00	$0.00	$28,231.00	0.03	$846.93	$0.00	$29,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0117	113	MECHANIC II	$28,231.00	$0.00	$28,231.00	0.03	$846.93	$0.00	$29,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0118	113	TRAFFIC CONTROL SUPERVISOR	$37,000.00	$0.00	$37,000.00	0.03	$1,110.00	$0.00	$38,110.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
0119	113	TRUCK DRIVER II	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0120	113	TRUCK DRIVER III	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
0121	113	TRUCK DRIVER II	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0122	113	RIGHT OF WAY AGENT V	$64,066.00	$0.00	$64,066.00	0.03	$1,921.98	$0.00	$65,988.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$0.00
0123	113	RIGHT OF WAY AGENT V	$62,475.00	$0.00	$62,475.00	0.03	$1,874.25	$0.00	$64,349.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
0124	113	SUPERVISOR	$37,969.00	$0.00	$37,969.00	0.03	$1,139.07	$0.00	$39,108.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0125	113	CREW LEADER II	$40,375.00	$0.00	$40,375.00	0.03	$1,211.25	$0.00	$41,586.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0126	113	MAINTENANCE II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0127	113	MAINTENANCE II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0128	113	MAINTENANCE II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	**$2,064,405.00**	**$0.00**	**$2,064,405.00**		**$61,932.15**	**$0.00**	**$2,126,342.00**	**$0.00**	**$11,880.00**	**$0.00**	**$0.00**	**$5,000.00**	**$0.00**	**$0.00**

Personnel Action pending CC approval.

NOTE: This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title. It is not necessarily an exhaustive list of duties and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

CHIEF ADMINISTRATOR

GRADE: 19

GENERAL DESCRIPTION

Performs highly advance (senior-level) strategic and tactical direction and support to the County Commissioner or County Judge and to department staff in the effective development and attainment of the department's goals and objective. Ensures training, evaluation, and personal development of all department employees. Handle difficult problems or public policy concerns. This position is appointed by and serves at the will of the County Commissioner and/or County Judge.

EXAMPLES OF WORK PERFORMED

With proper use of privileged, sensitive and confidential information, researches, develops, recommends and analyzes positions, proposals, policies, and programs for the Commissioner or for presentation by the Commissioner

Negotiates, mediates, and assists local, state, and federal governments and private entities regarding precinct or county related projects

Develops and provides to the media general information and interpretation of County Commissioner's positions and policies; requires knowledge and understanding of Texas Open Meetings/Open Records Act

Supervises County Commissioner's Road and Bridge, Sanitation, and Parks staff and ensures effective and efficient delivery of services and timely completion of projects

Monitors and analyzes media and public opinions. Develops and recommends responses, programs and positions

Interviews, evaluates and recommends job applicants

Secures and provides critical information to County Commissioner for Commissioners Court proceedings

Represents County Commissioner to various groups and forums as directed
Researches, addresses, and resolves various internal, external and inter-governmental inquiries, problems and complaints

Researches and composes correspondence and presentations on behalf of the precinct and/or the County Commissioner; makes presentations as required

Oversees, analyzes, advises and assists County Commissioner regarding all phases of Precinct road and bridge maintenance and construction projects and operation

Assist the County Commissioner in developing, drafting, and in presenting proposed legislation of interest or benefit to the County

Develop and administer Inter-local contracts/agreements with other governmental entities; ensures compliance with policy and applicable law

Develops and administers County Commissioner's Budget

Maintain an understanding of existing and new State and Federal laws and regulations especially pertaining to purchasing, personnel, precinct operations, and all other relating to County operations

May manage the operations of the precinct and the Commissioner's projects by delegating and reviewing the management and the delivery of services and resources

Manage the development, implementation and oversight of applicable programs and projects

Monitor departmental resources to ensure compliance with operating budgets, project budgets, and applicable policies and laws

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of seven (7) years of progressively responsible and related work experience with a minimum of four (4) years of supervisory experience required. Experience in government environment preferred. Graduation from an accredited university or college with a Bachelor's degree in government, public relations, management, law, or other related field; prefer background in one or more of the following fields: Government, Public Relations, Management, Budget Development and Administration, Law, Personnel, or Road Maintenance and Construction. 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

May require related certifications

Knowledge, Skills, and Abilities

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

Ability to complete reports and answer routing correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to supervise and communicate effectively with staff and the public

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

Must have experience in office or related work

Must have knowledge of computers and spreadsheets

Must have previous supervisory experience

General knowledge of city, county, and state government is required

Ability to assist the public in person or by telephone

Must have good writing and communication skills

Must be well organized

Ability to work well with others including vendors, department employees, elected officials, and departments heads

Ability to utilize wide discretions and independent judgment/decision making in compliance with the policies of the County

Understand the laws of the state of Texas and consistent with the independent beliefs and positions of the County Commissioner

Ability to use computers and communication devices while out in field

Understanding of budgeting and planning

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- 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

DIRECTOR, FIELD OPERATIONS

GRADE: 19

GENERAL DESCRIPTION

Performs complex (senior-level) precinct road and drainage construction and maintenance project management work; Work involves coordinating the planning and initiation of projects at various levels of completion; monitoring the progress and schedule of projects; and communicating with project stakeholders, including engineers, ROW agents, other state and local agencies, and other relevant parties; plans, assigns and supervises the work of project foremen and crew leaders ; works under the Direction of the Precinct Commissioner, with wide latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Manages, develops, oversees, and evaluates projects utilizing accepted project management methodologies;

Initiates projects, obtains authorization and commitment, and demonstrates business need and project feasibility;

Develops criteria for evaluating programs, proposals, and other pertinent information related to project assignments;

Develops project budgets, schedules, work plans, resources requirements, and cost estimates and projections;

Reviews and recommends proposals and bids to management;

Monitors and manages project cost to ensure project is completed within budget;

Monitors and manages project quality to ensure project deliverables are acceptable and fulfill the terms of the project contract or specifications;

Identifies potential project risk and difficulties, and designs strategies to mitigate or avoid them;

Communicates and explains project methodology and processes to interested groups and team members;

Compiles and distributes project information, project status reports, and project expenditures;

Coordinates project activities with other state agencies, governmental jurisdictions, or private sector partners and contractors;

Decision making and county policy implementation;

Development of Performance Measurement;

Develop a work plan, with clearly defined timelines, responsibilities and activities, supporting the current Strategic Plan operations objective;

Monitor and report on the operations objective work plan status to the Operations Group, advising on strategies to assure timeline and outputs are on target;

Plans, assigns, and supervises the work of others;

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) years related experience; Graduation from an accredited four-year college or university with major course work in Business Administration, Public Administration, Project Management, Engineering or a field relevant to assignment is generally preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of project management theories and practices applicable to small- to mid-sized scope projects; of systems and procedures used to evaluate a third-party vendor's performance; and of local, state, and federal laws and regulations relevant to the administration of the project undertaken

Ability to exercise sound judgment in making critical decisions; to analyze complex information and develop plans to address identified issues; to demonstrate negotiation and facilitation skills; to prepare reports; to communicate effectively; and to plan, assign, and/or supervise the work of others

Registration, Certification, or Licensure

May require certification as a Project Management Professional (PMP)

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-36124 **Precinct #2 21. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 2 (1200):
Approval of the following personnel actions for 2013 Budget Year:
1. Delete the following positions:

Department	Slot No.	Position Title	Budgeted Salary
Road Maintenance	0009	Assistant Field Operations Director	$ 40,765.00
Administration	0005	Executive Assistant	$ 70,298.00
		Total	**$111,063.00**

2. Create the following position:

Department	Slot No.	Position Title	Budgeted Salary
Road Maintenance	0090	Director, Field Operations	$79,750.00
		Total	**$79,750.00**

3. Approval of interdepartmental transfer.
4. Approval of the revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

PCT 2 ADMINISTRATION (3-1200-431-00-122-005-0-XXX)
No Budgetary Impact - Cost Savings from deletion of position

PCT 2 ROAD MAINTENANCE (3-1200-431-00-122-006-0-XXX)
Funds for the difference in salary and related fringe benefit expenditures to be funded from Pct. 2 Adm funds

Attachments

revised back-up

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Obdett Calzada	01/03/2013 03:24 PM
Rosalinda Cantu	Erika Zamora	01/04/2013 04:54 PM
Erika Zamora (Originator)	Erika Zamora	01/04/2013 04:54 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Erika Zamora Started On: 01/03/2013

Final Approval Date: 01/04/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2-Administration DATE: 12/17/2012

CURRENT POSITION TITLE: Executive Assistant CURRENT SLOT #: 0005

REQUESTED POSITION TITLE:

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:

* 70,298.00		* (70,298.00)
$ ~~45,585.00~~	$ 0.00	$ ~~(45,585.00)~~
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

* Per 2013 Adopted Budget Salary schedule. Aft

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

TEMPORARY POSITIONS: N/A

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

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

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

Position is not needed.

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

N/A

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

N/A

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

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/17/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	HUMAN RESOURCES DIRECTOR	12-26-12 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/27/12 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2-Rd. Maintenance DATE: 12/17/2012

CURRENT POSITION TITLE: Assistant Field Operations Director CURRENT SLOT #: 0009

REQUESTED POSITION TITLE:

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:

$ 40,765.00 ~~39,578.00~~	$ 0.00	$ (40,765.00) ~~(39,578.00)~~
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt ☐
Non-Exempt ☑

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

Position is not needed.

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

N/A

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

N/A

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

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/17/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Esther A. Cortez / HR HUMAN RESOURCES DIRECTOR	12-26-12 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/27/2012 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2-Rd. Maintenance DATE: 12/17/2012

CURRENT POSITION TITLE: ~~Director, Field Operations~~ CURRENT SLOT #: 0090

REQUESTED POSITION TITLE: Director, Field Operations

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 79,750.00 Proposed G&S/ Budgeted Salary $ 79,750.00 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 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt ☑
Non-Exempt ☐

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

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

N/A

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

N/A

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

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/17/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	HUMAN RESOURCES DIRECTOR	12.26.12 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/27/12 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

DIRECTOR, FIELD OPERATIONS

GRADE: 19 (Precinct 2)

GENERAL DESCRIPTION

Performs complex (senior-level) precinct road and drainage construction and maintenance project management work; Work involves coordinating the planning and initiation of projects at various levels of completion; monitoring the progress and schedule of projects; and communicating with project stakeholders, including engineers, ROW agents, other state and local agencies, and other relevant parties; plans, assigns and supervises the work of project foremen and crew leaders ; works under the Direction of the Precinct Commissioner, with wide latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Manages, develops, oversees, and evaluates projects utilizing accepted project management methodologies;

Initiates projects, obtains authorization and commitment, and demonstrates business need and project feasibility;

Develops criteria for evaluating programs, proposals, and other pertinent information related to project assignments;

Develops project budgets, schedules, work plans, resources requirements, and cost estimates and projections;

Reviews and recommends proposals and bids to management;

Monitors and manages project cost to ensure project is completed within budget;

Monitors and manages project quality to ensure project deliverables are acceptable and fulfill the terms of the project contract or specifications;

Identifies potential project risk and difficulties, and designs strategies to mitigate or avoid them;

Communicates and explains project methodology and processes to interested groups and team members;

Compiles and distributes project information, project status reports, and project expenditures;

Coordinates project activities with other state agencies, governmental jurisdictions, or private sector partners and contractors;

Decision making and county policy implementation;

Development of Performance Measurement;

Develop a work plan, with clearly defined timelines, responsibilities and activities, supporting the current Strategic Plan operations objective;

Monitor and report on the operations objective work plan status to the Operations Group, advising on strategies to assure timeline and outputs are on target;

Plans, assigns, and supervises the work of others;

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) years related experience; Graduation from an accredited four-year college or university with major course work in Business Administration, Public Administration, Project Management, Engineering or a field relevant to assignment is generally preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of project management theories and practices applicable to small- to mid-sized scope projects; of systems and procedures used to evaluate a third-party vendor's performance; and of local, state, and federal laws and regulations relevant to the administration of the project undertaken

Ability to exercise sound judgment in making critical decisions; to analyze complex information and develop plans to address identified issues; to demonstrate negotiation and facilitation skills; to prepare reports; to communicate effectively; and to plan, assign, and/or supervise the work of others

Registration, Certification, or Licensure

May require certification as a Project Management Professional (PMP)

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, January 08, 2013** **Agenda Item:** 36124

Summary of request/proposal:
PCT. 2 ROAD MAINTENANCE (1200):
Approval to delete and/or create the following positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	Assistant Field Operations Director	0009	113	40,765.00	0.00	(40,765.00)
1200	Director, Field Operations	0090	113	0.00	79,750.00	79,750.00
				40,765.00	79,750.00	38,985.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-122-006-0-	113	PCT. 2 RD MAINTENANCE -	REG F/T EMPLOYEES	$38,238.16
3-1200-431-00-122-006-0-	211	PCT. 2 RD MAINTENANCE -	HEALTH INSURANCE	$0.00
3-1200-431-00-122-006-0-	212	PCT. 2 RD MAINTENANCE -	LIFE INSURANCE	$0.00
3-1200-431-00-122-006-0-	220	PCT. 2 RD MAINTENANCE -	FICA	$2,925.22
3-1200-431-00-122-006-0-	230	PCT. 2 RD MAINTENANCE -	RETIREMENT	$3,946.18
3-1200-431-00-122-006-0-	250	PCT. 2 RD MAINTENANCE -	UNEMPLOYMENT COMP	$191.19
3-1200-431-00-122-006-0-	260	PCT. 2 RD MAINTENANCE -	WORKER'S COMP	$19.12
			2013 Budgetary Impact	$45,319.87

2014 Budgetary Impact: $45,319.87

Possible Funding Sources: PCT. 2 ADMINISTRATION FUNDS

ADMINISTRATION (1200)

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	Executive Assistant	0005	113	70,298.00	0.00	(70,298.00)
				70,298.00	0.00	(70,298.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-122-005-0-	113	PCT. 2 ADMINISTRATION -	REG F/T EMPLOYEES	($68,951.30)
3-1200-431-00-122-005-0-	211	PCT. 2 ADMINISTRATION -	HEALTH INSURANCE	($4,084.23)
3-1200-431-00-122-005-0-	212	PCT. 2 ADMINISTRATION -	LIFE INSURANCE	($26.48)
3-1200-431-00-122-005-0-	220	PCT. 2 ADMINISTRATION -	FICA	($5,274.77)
3-1200-431-00-122-005-0-	230	PCT. 2 ADMINISTRATION -	RETIREMENT	($7,115.77)
3-1200-431-00-122-005-0-	250	PCT. 2 ADMINISTRATION -	UNEMPLOYMENT COMP	($344.76)
3-1200-431-00-122-005-0-	260	PCT. 2 ADMINISTRATION -	WORKER'S COMP	($34.48)
			2013 Budgetary Impact	($85,831.79)

2014 Budgetary Impact: ($85,831.79)

Possible Funding Sources: FUNDS TO BE TRANSFERRED TO PCT. 2 RD MAINTENANCE

Comments:

DATE: January 8, 2013

2013

Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR PCT. 2 RD MAINT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
3-1200-431-00-122-005-0- 113	PCT. 2 ADMINISTRATION -	REG. FULL TIME	(38,238.16)
3-1200-431-00-122-005-0- 220	PCT. 2 ADMINISTRATION -	FICA	(2,925.22)
3-1200-431-00-122-005-0- 230	PCT. 2 ADMINISTRATION -	RETIREMENT	(3,946.18)
3-1200-431-00-122-005-0- 250	PCT. 2 ADMINISTRATION -	UNEMPLOYMENT	(191.19)
3-1200-431-00-122-005-0- 260	PCT. 2 ADMINISTRATION -	WORKERS' COMP	(19.12)
TO:			
3-1200-431-00-122-006-0- 113	PCT. 2 RD MAINTENANCE -	REG. FULL TIME	38,238.16
3-1200-431-00-122-006-0- 220	PCT. 2 RD MAINTENANCE -	FICA	2,925.22
3-1200-431-00-122-006-0- 230	PCT. 2 RD MAINTENANCE -	RETIREMENT	3,946.18
3-1200-431-00-122-006-0- 250	PCT. 2 RD MAINTENANCE -	UNEMPLOYMENT	191.19
3-1200-431-00-122-006-0- 260	PCT. 2 RD MAINTENANCE -	WORKERS' COMP	19.12
			(0.00)
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: INTERDEPARTMENTAL TRANSFER FROM PCT. 2 ADMINISTRATION TO PCT. 2 RD MAINTENANCETO FUND THE DIFFERENCE IN SALARY AND RELATED FRINGE BENEFIT EXPENDITURES FOR THE CREATION OF 1 (ONE) DIRECTOR, FIELD OPERATION POSITION. SLOT NO. 0090, BUDGETED SALARY $79,750.00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-122-006-0

AI - 36124

PCT 2 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	FIELD OPERATIONS DIRECTOR	$67,158.00	$0.00	$67,158.00	0.03	$2,014.74	$0.00	$69,173.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0006	113	SAFETY COORDIN	$42,710.00	$0.00	$42,710.00	0.03	$1,281.30	$0.00	$43,991.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
~~0009~~	~~113~~	~~ASSISTANT FIELD OPERATIONS DIRECTOR~~	~~$39,578.00~~	~~$0.00~~	~~$39,578.00~~	~~0.03~~	~~$1,187.34~~	~~$0.00~~	~~$40,765.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0011	113	HEAVY EQUIPMENT OPERATOR III	$34,670.00	$0.00	$34,670.00	0.03	$1,040.10	$0.00	$35,710.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0012	113	HEAVY EQUIPMENT OPERATOR III	$34,670.00	$0.00	$34,670.00	0.03	$1,040.10	$0.00	$35,710.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0014	113	MECHANIC III	$34,743.00	$0.00	$34,743.00	0.03	$1,042.29	$0.00	$35,785.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$30,384.00	$0.00	$30,384.00	0.03	$911.52	$0.00	$31,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	FOREMAN	$37,800.00	$0.00	$37,800.00	0.03	$1,134.00	$0.00	$38,934.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0022	113	TRUCK DRIVER III	$28,813.00	$0.00	$28,813.00	0.03	$864.39	$0.00	$29,677.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	TRUCK DRIVER III	$28,535.00	$0.00	$28,535.00	0.03	$856.05	$0.00	$29,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	TRUCK DRIVER III	$28,535.00	$0.00	$28,535.00	0.03	$856.05	$0.00	$29,391.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0026	113	TRUCK DRIVER I	$27,572.00	$0.00	$27,572.00	0.03	$827.16	$0.00	$28,399.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0027	113	TRUCK DRIVER II	$27,136.00	$0.00	$27,136.00	0.03	$814.08	$0.00	$27,950.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	TRUCK DRIVER II	$27,016.00	$0.00	$27,016.00	0.03	$810.48	$0.00	$27,826.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0029	113	TRUCK DRIVER II	$27,016.00	$0.00	$27,016.00	0.03	$810.48	$0.00	$27,826.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0030	113	TRF SA/SPC III	$26,991.00	$0.00	$26,991.00	0.03	$809.73	$0.00	$27,801.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	TRUCK DRIVER II	$26,790.00	$0.00	$26,790.00	0.03	$803.70	$0.00	$27,594.00	$0.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$1,440.00
0033	113	MAINTENANCE I	$26,265.00	$0.00	$26,265.00	0.03	$787.95	$0.00	$27,053.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0034	113	TRUCK DRIVER II	$26,059.00	$0.00	$26,059.00	0.03	$781.77	$0.00	$26,841.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	MAINTENANCE II	$25,204.00	$0.00	$25,204.00	0.03	$756.12	$0.00	$25,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	TRF SA/SPC I	$24,355.00	$0.00	$24,355.00	0.03	$730.65	$0.00	$25,086.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0038	113	MAINTENANCE I	$23,753.00	$0.00	$23,753.00	0.03	$712.59	$0.00	$24,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0040	113	MAINTENANCE I	$23,338.00	$0.00	$23,338.00	0.03	$700.14	$0.00	$24,038.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	113	MAINTENANCE I	$22,984.00	$0.00	$22,984.00	0.03	$689.52	$0.00	$23,674.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	MAINTENANCE I	$22,984.00	$0.00	$22,984.00	0.03	$689.52	$0.00	$23,674.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	MAINTENANCE I	$22,703.00	$0.00	$22,703.00	0.03	$681.09	$0.00	$23,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0044	113	TRAF SA/SP I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0045	113	TRAFFIC SAFETY SPECIALIST I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	MECHANIC II	$28,500.00	$0.00	$28,500.00	0.03	$855.00	$0.00	$29,355.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0064	113	HEAVY EQUIPMENT OPERATOR I	$24,360.00	$0.00	$24,360.00	0.03	$730.80	$0.00	$25,091.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0065	113	HEAVY EQUIPMENT OPERATOR I	$24,360.00	$0.00	$24,360.00	0.03	$730.80	$0.00	$25,091.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0068	113	MECHANIC I	$28,500.00	$0.00	$28,500.00	0.03	$855.00	$0.00	$29,355.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0071	113	MAINTENANCE I	$22,703.00	$0.00	$22,703.00	0.03	$681.09	$0.00	$23,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	MAINTENANCE I	$22,703.00	$0.00	$22,703.00	0.03	$681.09	$0.00	$23,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0073	113	MAINTENANCE I	$22,703.00	$0.00	$22,703.00	0.03	$681.09	$0.00	$23,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
A078	113	ENGINEERING TECHNICIAN II	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,000.00	$0.00	$0.00	$6,000.00
0079	113	RIGHT OF WAY AGENT V	$64,066.00	$0.00	$64,066.00	0.03	$1,921.98	$0.00	$65,988.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0080	113	RIGHT OF WAY AGENT V	$64,066.00	$0.00	$64,066.00	0.03	$1,921.98	$0.00	$65,988.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0084	113	ROAD CONSTRUCTION FOREMAN	$46,747.00	$0.00	$46,747.00	0.03	$1,402.41	$0.00	$48,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	ROAD MAINTENANCE FOREMAN	$46,747.00	$0.00	$46,747.00	0.03	$1,402.41	$0.00	$48,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0086	113	HEAVY EQUIPMENT OPERATOR IV/ EXCAVATOR	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CONSTRUCTION INSPECTOR	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0088	113	ENGINEERING TECHNICIAN IV	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0089	113	ENGINEERING TECHNICIAN IV	$0.00	$41,280.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-122-006-0

AI - 36124

PCT 2 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0090	113	DIRECTOR, FIELD OPERATIONS	$0.00	$79,750.00	$79,750.00	0	$0.00	$0.00	$79,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T091	121	HEAVY EQUIPMENT OPERATOR III	$0.00	$34,360.00	$34,360.00	0.03	$0.00	$0.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T092	121	HEAVY EQUIPMENT OPERATOR III	$0.00	$34,360.00	$34,360.00	0.03	$0.00	$0.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T093	121	MECHANIC I	$0.00	$23,385.00	$23,385.00	0.03	$0.00	$0.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$1,348,141.00	$213,135.00	$1,561,276.00		$40,444.23	$0.00	$1,601,718.00	$0.00	$12,600.00	$0.00	$6,000.00	$0.00	$0.00	$18,600.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-122-005-0

AI - 36124

PCT 2 ADMINISTRATION

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$69,337.00	$15,020.00	$84,357.00	0.03	$2,531.00	$0.00	$86,888.00	$0.00	$600.00	$0.00	$0.00	$5,000.00	$0.00	$5,600.00
0002	113	EXECUTIVE ASSISTANT IV	$68,687.00	$0.00	$68,687.00	0.03	$2,060.61	$0.00	$70,748.00	$0.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$1,440.00
~~0005~~	~~113~~	~~EXECUTIVE ASSISTANT~~	~~$45,585.00~~	~~$22,665.00~~	~~$68,250.00~~	~~0~~	~~$2,048.00~~	~~$0.00~~	~~$70,298.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0008	113	ADMINISTRATIVE ASSISTANT II	$39,900.00	$0.00	$39,900.00	0.03	$1,197.00	$0.00	$41,097.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0009	113	DATA ENTRY CLERK II	$29,233.00	$0.00	$29,233.00	0.03	$876.99	$0.00	$30,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	CLERK/ RECEPTIONIST	$28,894.00	$0.00	$28,894.00	0.03	$866.82	$0.00	$29,761.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0011	113	OFFICE CLERK	$28,894.00	$0.00	$28,894.00	0.03	$866.82	$0.00	$29,761.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	ACCOUNTANT III	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	PLANNING ANALYST I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	ACCOUNTS PAYABLE SPECIALIST II	$31,815.00	$0.00	$31,815.00	0.03	$954.00	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	ADMINISTRATIVE ASSISTANT IV	$0.00	$39,952.00	$39,952.00	0.03	$1,199.00	$0.00	$41,151.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	FIELD OPERATIONS INSPECTOR	$0.00	$35,391.00	$35,391.00	0.03	$1,062.00	$0.00	$36,453.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$252,742.00	$37,685.00	$290,427.00		$8,713.60	$0.00	$299,141.00	$0.00	$3,240.00	$0.00	$0.00	$5,000.00	$36,124.00	$8,240.00

AI-36117 **Precinct #4 22. A.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Joe Ochoa, ROW Agent **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting authorization for appraisal, appraisal review, survey, metes and bounds, title report and acquisition of right of way for the expansion of Mile 22 1/2 Road.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 02:38 PM
Roland Garcia	Rolando Garcia	01/04/2013 11:12 AM
Glinda Pacheco	Glinda Pacheco	01/04/2013 01:27 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 01/03/2013 01:48 PM

Final Approval Date: 01/04/2013

AI-36079 **Budget and Management 23. A. 1.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

DA State Supplement (1281):
a. Approval of revised salary schedule for AI 36006 as approved by Commissioners Court on 1/1/2013.
b. Approval of interdepartmental transfer (AI 36006).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1281-412-00-080-010-3-XXX

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

BUDGETARY IMPACT:

Funds available pending rollover of grant funds from calendar/ budget cycle 2012 to 2013.

Attachments

salary schedule

Transfer

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	01/04/2013 11:38 AM
Budget & Management	Obdett Calzada	01/04/2013 11:49 AM
Sylvia Solis	Sylvia Solis	01/04/2013 04:29 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rosie Cantu Started On: 01/02/2013 02:04 PM

Final Approval Date: 01/04/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1281-412-00-080-010-3

AI - 36079

D.A. STATE SUPPLEMENT

REF: CC 01-01-13 AI 36006/ 8.A.

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL TO CREATE THE FOLLOWING TEMP PART TIME POSITIONS														
T007	**122**	**CLERK I**	**$0.00**	**$17,636.00**	**$17,636.00**	**0**	**$0.00**	**$0.00**	**$17,636.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T008	**122**	**CLERK I**	**$0.00**	**$18,564.00**	**$18,564.00**	**0**	**$0.00**	**$0.00**	**$18,564.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T009	**122**	**CLERK I**	**$0.00**	**$18,564.00**	**$18,564.00**	**0**	**$0.00**	**$0.00**	**$18,564.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$0.00	$54,764.00	$54,764.00	$0.00	$0.00	$0.00	$54,764.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

PERSONNEL ACTIONS APPROVED BY CC ON 01-01-13

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: January 4, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for DA'S OFFICE

ACCOUNT NUMBER: 3-1281-412-00-080-010-3-XXX STATE SUPPLEMENT

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	**Description**	**TO** Object Code	**Description**	**Amount**
122	TEMP PART-TIME EMPLOYEES	260	WORKERS COMP	$ 2.67
			TOTAL	**$ 2.67**

REASON: TRANSFER TO FUND THE PRORATED FRINGE BENEFIT (WORKERS COMP) EXPENDITURE IN RELATION TO THE SALARIES OF 3 TEMPORARY POSITIONS CREATED ON 01-01-13. REF: AI- 36006/ 8.A

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-36094 **Budget and Management 23. A. 2.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Juvenile Department- Probation (1100)/ TJJD (1294):
Approval of revised salary schedules for AI 36040 as approved by Commissioners Court on 1/1/2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

3-1100-423-32-330-001-0-XXX JUV DET HM
Funds available pending processing of transfer by the co auditor's office. Transfer was submitted on 12-28-12 to auditor's by Ms. Elena Gaitan from the Juvenile Department.

3-1294-423-00-330-010-3-XXX TJJD-A
Funds available pending rollover of grant funds from calendar/ budget cycle 2012 to 2013.

Attachments

JUB PROB. SALARY SCHEDULE
TJJD-A SALARY SCHEDULE

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	01/04/2013 03:46 PM
Budget & Management	Obdett Calzada	01/04/2013 03:56 PM
Sylvia Solis	Sylvia Solis	01/04/2013 05:28 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rosie Cantu Started On: 01/02/2013 04:39 PM

Final Approval Date: 01/04/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-423-60-330-002-0

AI - 36094

JUV PROB

REF: CC 01-01-13 AI 36040/ 18.D.3

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	112	DIRECTOR/CHIEF PROBATION OFFICER	$118,673.00	$0.00	$118,673.00	0.03	$3,560.19	$0.00	$122,233.00	$0.00	$2,040.00	$0.00	$0.00	$8,000.00	$0.00	$0.00
G002	113	PROBATION SUPERVISOR	$66,838.00	$0.00	$66,838.00	0.03	$2,005.14	$0.00	$68,843.00	$0.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$0.00
G003	113	PROBATION SUPERVISOR	$66,785.00	$0.00	$66,785.00	0.03	$2,003.55	$0.00	$68,789.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$0.00
G004	113	IV-E COORDINATOR	$59,075.00	$0.00	$59,075.00	0.03	$1,772.25	$0.00	$60,847.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$0.00
G005	113	PROBATION SUPERVISOR	$59,075.00	$0.00	$59,075.00	0.03	$1,772.25	$0.00	$60,847.00	$0.00	$840.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
G006	113	DETENTION SUPERINTENDENT	$62,258.00	$0.00	$62,258.00	0.03	$1,867.74	$0.00	$64,126.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	ACCOUNTANT	$60,375.00	$0.00	$60,375.00	0.03	$1,811.25	$0.00	$62,186.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$0.00
G009	113	PROBATION OFFICER	$53,383.00	$0.00	$53,383.00	0.03	$1,601.49	$0.00	$54,984.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$0.00
G010	113	INTAKE OFFICER	$53,642.00	$0.00	$53,642.00	0.03	$1,609.26	$0.00	$55,251.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$0.00
G011	113	PROBATION OFFICER	$51,002.00	$0.00	$51,002.00	0.03	$1,530.06	$0.00	$52,532.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$0.00
G012	113	PROBATION OFFICER	$48,984.00	$0.00	$48,984.00	0.03	$1,469.52	$0.00	$50,454.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$0.00
G013	113	PROBATION OFFICER	$38,375.00	$0.00	$38,375.00	0.03	$1,151.25	$0.00	$39,526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	PROBATION OFFICER	$37,000.00	$0.00	$37,000.00	0.03	$1,110.00	$0.00	$38,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G015	113	PROBATION OFFICER	$39,410.00	$0.00	$39,410.00	0.03	$1,182.30	$0.00	$40,592.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G016	113	PROBATION OFFICER	$42,774.00	$0.00	$42,774.00	0.03	$1,283.22	$0.00	$44,057.00	$0.00	$284.72	$0.00	$0.00	$0.00	$0.00	$0.00
G017	113	PROBATION OFFICER	$42,774.00	$0.00	$42,774.00	0.03	$1,283.22	$0.00	$44,057.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
G018	113	PROBATION OFFICER	$42,748.00	$0.00	$42,748.00	0.03	$1,282.44	$0.00	$44,030.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	INTAKE CLERK	$41,400.00	$0.00	$41,400.00	0.03	$1,242.00	$0.00	$42,642.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G020	113	PROBATION SUPERVISOR	$48,984.00	$0.00	$48,984.00	0.03	$1,469.52	$0.00	$50,454.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	ACCOUNTING CLERK	$32,603.00	$0.00	$32,603.00	0.03	$978.09	$0.00	$33,581.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	DATA COORDINATOR CLERK	$34,414.00	$0.00	$34,414.00	0.03	$1,032.42	$0.00	$35,446.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	ASSISTANT INTAKE CLERK	$33,120.00	$0.00	$33,120.00	0.03	$993.60	$0.00	$34,114.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$0.00
0026	113	RECEPTIONIST	$31,309.00	$0.00	$31,309.00	0.03	$939.27	$0.00	$32,248.00	$0.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$0.00
G027	113	IV-E ADMINISTRATIVE ASSISTANT	$28,082.00	$0.00	$28,082.00	0.03	$842.46	$0.00	$28,924.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$0.00
G028	113	PROBATION OFFICER	$26,288.00	$0.00	$26,288.00	0.03	$788.64	$0.00	$27,077.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$0.00
G029	113	PROBATION OFFICER	$25,428.00	$0.00	$25,428.00	0.03	$762.84	$0.00	$26,191.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G030	113	FILE-E CLERK	$18,752.00	$0.00	$18,752.00	0.03	$562.56	$0.00	$19,315.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G031	113	PROBATION OFFICER	$25,168.00	$0.00	$25,168.00	0.03	$755.04	$0.00	$25,923.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$0.00
G032	113	PROBATION OFFICER	$27,041.00	$0.00	$27,041.00	0.03	$811.23	$0.00	$27,852.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
G033	113	PROBATION OFFICER	$19,526.00	$0.00	$19,526.00	0.03	$585.78	$0.00	$20,112.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G034	113	PROBATION OFFICER	$17,825.00	$0.00	$17,825.00	0.03	$534.75	$0.00	$18,360.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$0.00
G035	113	JCCC CLERK	$21,458.00	$0.00	$21,458.00	0.03	$643.74	$0.00	$22,102.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$0.00
G036	113	PROBATION OFFICER	$16,246.00	$0.00	$16,246.00	0.03	$487.38	$0.00	$16,733.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
G037	113	PROBATION OFFI	$14,750.00	$0.00	$14,750.00	0.03	$442.50	$0.00	$15,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G038	113	PROBATION OFFICER	$21,371.00	$0.00	$21,371.00	0.03	$641.13	$0.00	$22,012.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
G039	113	PROBATION OFFICER	$16,871.00	$0.00	$16,871.00	0.03	$506.13	$0.00	$17,377.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G040	113	PROBATION OFFICER	$15,181.00	$0.00	$15,181.00	0.03	$455.43	$0.00	$15,636.00	$0.00	$420.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
G041	113	PROBATION OFFICER	$17,231.00	$0.00	$17,231.00	0.03	$516.93	$0.00	$17,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G042	113	PROBATION OFFICER	$20,709.00	$0.00	$20,709.00	0.03	$621.27	$0.00	$21,330.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$0.00
G043	113	PROBATION OFFICER	$17,278.00	$0.00	$17,278.00	0.03	$518.34	$0.00	$17,796.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
G044	113	PROBATION OFFICER	$20,016.00	$0.00	$20,016.00	0.03	$600.48	$0.00	$20,616.00	$0.00	$420.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
G045	113	PROBATION OFFICER	$15,643.00	$0.00	$15,643.00	0.03	$469.29	$0.00	$16,112.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G046	113	PROBATION OFFICER	$16,529.00	$0.00	$16,529.00	0.03	$495.87	$0.00	$17,025.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G047	113	PROBATION OFFICER	$10,808.00	$0.00	$10,808.00	0.03	$324.24	$0.00	$11,132.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G048	113	PROBATION OFFICER	$12,878.00	$0.00	$12,878.00	0.03	$386.34	$0.00	$13,264.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
G049	113	PROBATION OFFICER	$14,077.00	$0.00	$14,077.00	0.03	$422.31	$0.00	$14,499.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-423-60-330-002-0

JUV PROB

AI - 36094

REF: CC 01-01-13 AI 36040/ 18.D.3

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G050	113	PROBATION OFFICER	$8,125.00	$0.00	$8,125.00	0.03	$243.75	$0.00	$8,369.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G051	113	PROBATION OFFICER	$12,878.00	$0.00	$12,878.00	0.03	$386.34	$0.00	$13,264.00	$0.00	$90.39	$0.00	$0.00	$0.00	$0.00	$0.00
G052	113	PROBATION OFFICER	$11,623.00	$0.00	$11,623.00	0.03	$348.69	$0.00	$11,972.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
G057	113	PROBATION OFFICER	$9,703.00	$0.00	$9,703.00	0.03	$291.09	$0.00	$9,994.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0058	113	JCCC ASST COOR	$3,250.00	$0.00	$3,250.00	0.03	$97.50	$0.00	$3,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G059	113	PROBATION OFFICER	$7,972.00	$0.00	$7,972.00	0.03	$239.16	$0.00	$8,211.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
G060	113	PROBATION OFFICER	$6,410.00	$0.00	$6,410.00	0.03	$192.30	$0.00	$6,602.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G061	113	PROBATION OFFICER	$7,195.00	$0.00	$7,195.00	0.03	$215.85	$0.00	$7,411.00	$0.00	$50.50	$0.00	$1,500.00	$0.00	$0.00	$0.00
0063	113	ASSISTANT COMMUNITY RELATIONS COORDINA	$4,984.00	$0.00	$4,984.00	0.03	$149.52	$0.00	$5,134.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
0068	113	PROBATION OFFICER	$3,875.00	$0.00	$3,875.00	0.03	$116.25	$0.00	$3,991.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0069	113	PROBATION OFFICER	$4,910.00	$0.00	$4,910.00	0.03	$147.30	$0.00	$5,057.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	PROBATION OFFICER	$4,910.00	$0.00	$4,910.00	0.03	$147.30	$0.00	$5,057.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0071	113	ASSISTANT INTAKE OFFICER	$3,862.00	$0.00	$3,862.00	0.03	$115.86	$0.00	$3,978.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	COMMUNITY RELATIONS COORDINATOR	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$0.00
0073	113	PROBATION OFFICER	$39,295.00	$0.00	$39,295.00	0.03	$1,178.85	$0.00	$40,474.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	PROBATION OFFICER	$39,295.00	$0.00	$39,295.00	0.03	$1,178.85	$0.00	$40,474.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G075	113	PROBATION OFFICER	$1,375.00	$0.00	$1,375.00	0.03	$41.25	$0.00	$1,416.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING TEMP PART TIME POSITIONS														
T076	**122**	**JCCC MONITOR**	**$0.00**	**$5,850.00**	**$5,850.00**	**0**	**$5,850.00**	**$0.00**	**$5,850.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T077	**122**	**JCCC MONITOR**	**$0.00**	**$5,850.00**	**$5,850.00**	**0**	**$5,850.00**	**$0.00**	**$5,850.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T078	**122**	**JCCC MONITOR**	**$0.00**	**$5,850.00**	**$5,850.00**	**0**	**$5,850.00**	**$0.00**	**$5,850.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T079	**122**	**JCCC MONITOR**	**$0.00**	**$5,850.00**	**$5,850.00**	**0**	**$5,850.00**	**$0.00**	**$5,850.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$1,838,819.00**	**$23,400.00**	**$1,862,219.00**	**$1.89**	**$78,564.57**	**$0.00**	**$1,917,379.00**	**$0.00**	**$31,025.61**	**$0.00**	**$6,000.00**	**$8,000.00**	**$0.00**	**$0.00**

POSITIONS APPROVED BY CC ON 01/01/13.

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1294-423-00-330-010-3

TJJD-A

AI - 36094

REF: CC 01-01-13 AI 36040/ 18.D.3

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	PROBATION OFFICER	$35,295.00	$0.00	$35,295.00	0.03	$1,058.85	$0.00	$36,354.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G002	113	PROBATION OFFICER	$35,340.00	$0.00	$35,340.00	0.03	$1,060.20	$0.00	$36,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G003	113	PROBATION OFFICER	$26,239.00	$0.00	$26,239.00	0.03	$787.17	$0.00	$27,026.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G004	113	PROBATION OFFICER	$27,240.00	$0.00	$27,240.00	0.03	$817.20	$0.00	$28,057.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G005	113	PROBATION OFFICER	$29,535.00	$0.00	$29,535.00	0.03	$886.05	$0.00	$30,421.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G006	113	PROBATION OFFICER	$28,797.00	$0.00	$28,797.00	0.03	$863.91	$0.00	$29,661.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G007	113	PROBATION OFFICER	$28,797.00	$0.00	$28,797.00	0.03	$863.91	$0.00	$29,661.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G008	113	PROBATION OFFICER	$24,474.00	$0.00	$24,474.00	0.03	$734.22	$0.00	$25,208.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G009	113	PROBATION OFFICER	$24,474.00	$0.00	$24,474.00	0.03	$734.22	$0.00	$25,208.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G010	113	PROBATION OFFICER	$22,179.00	$0.00	$22,179.00	0.03	$665.37	$0.00	$22,844.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G011	113	PROBATION OFFICER	$24,474.00	$0.00	$24,474.00	0.03	$734.22	$0.00	$25,208.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G012	113	PROBATION OFFICER	$24,474.00	$0.00	$24,474.00	0.03	$734.22	$0.00	$25,208.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G013	113	PROBATION OFFICER	$29,862.00	$0.00	$29,862.00	0.03	$895.86	$0.00	$30,758.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G014	113	PROBATION OFFICER	$29,862.00	$0.00	$29,862.00	0.03	$895.86	$0.00	$30,758.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G015	113	PROBATION OFFICER	$29,862.00	$0.00	$29,862.00	0.03	$895.86	$0.00	$30,758.00	$0.00	$209.61	$0.00	$0.00	$0.00	$0.00	$0.00
G016	113	PROBATION OFFICER	$29,862.00	$0.00	$29,862.00	0.03	$895.86	$0.00	$30,758.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G017	113	PROBATION OFFICER	$36,795.00	$0.00	$36,795.00	0.03	$1,103.85	$0.00	$37,899.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G018	113	PROBATION OFFICER	$26,111.00	$0.00	$26,111.00	0.03	$783.33	$0.00	$26,894.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G019	113	PROBATION OFFICER	$16,277.00	$0.00	$16,277.00	0.03	$488.31	$0.00	$16,765.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G020	113	PROBATION OFFICER	$25,027.00	$0.00	$25,027.00	0.03	$750.81	$0.00	$25,778.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G021	113	PROBATION OFFICER	$25,027.00	$0.00	$25,027.00	0.03	$750.81	$0.00	$25,778.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G022	113	PROBATION OFFICER	$22,633.00	$0.00	$22,633.00	0.03	$678.99	$0.00	$23,312.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G023	113	JCCC CLERK	$14,250.00	$0.00	$14,250.00	0.03	$427.50	$0.00	$14,678.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G024	113	IV-E ADMINISTRATIVE ASSISTANT	$11,248.00	$0.00	$11,248.00	0.03	$337.44	$0.00	$11,585.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G025	113	FILE-E CLERK	$11,248.00	$0.00	$11,248.00	0.03	$337.44	$0.00	$11,585.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G026	113	ASSISTANT INTAKE OFFICER	$36,795.00	$0.00	$36,795.00	0.03	$1,103.85	$0.00	$37,899.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G027	113	PROBATION OFFICER	$36,795.00	$0.00	$36,795.00	0.03	$1,103.85	$0.00	$37,899.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G028	113	PROBATION OFFICER	$36,795.00	$0.00	$36,795.00	0.03	$1,103.85	$0.00	$37,899.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G029	113	ASSISTANT COMMUNITY RELATIONS COORDINA	$46,295.00	$0.00	$46,295.00	0.03	$1,388.85	$0.00	$47,684.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G032	112	DIRECTOR/CHIEF PROBATION OFFICER	$6,327.00	$0.00	$6,327.00	0.03	$189.81	$0.00	$6,517.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G033	113	PROBATION SUPERVISOR	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G034	113	PROBATION SUPERVISOR	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G035	113	IV-E COORDINATOR	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G036	113	PROBATION SUPERVISOR	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G037	113	DETENTION SUPERINTENDENT	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G038	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G039	113	INTAKE OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G040	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G041	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G042	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G043	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G044	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G045	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$15.28	$0.00	$0.00	$0.00	$0.00	$0.00
G046	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G047	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G048	113	PROBATION SUPERVISOR	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1294-423-00-330-010-3

TJJD-A

AI - 36094

REF: CC 01-01-13 AI 36040/ 18.D.3

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G049	113	PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G050	113	ASSISTANT INTAKE PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G051	113	SHIFT SUPERVISOR	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G052	113	SHIFT SUPERVISOR	$4,959.00	$0.00	$4,959.00	0.03	$148.77	$0.00	$5,108.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G053	113	HEAD DETENTION SUPERVISOR	$6,114.00	$0.00	$6,114.00	0.03	$183.42	$0.00	$6,297.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G054	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G055	113	SHIFT SUPERVISOR	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G056	113	JSO/ DETENTION OFFICER	$5,832.00	$0.00	$5,832.00	0.03	$174.96	$0.00	$6,007.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G057	113	JSO/ DETENTION OFFICER	$3,541.00	$0.00	$3,541.00	0.03	$106.23	$0.00	$3,647.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G058	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G059	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G060	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G061	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G062	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G063	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G064	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G065	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G066	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G067	113	JSO/ DETENTION OFFICER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G068	113	SHIFT SUPERVISOR	$9,740.00	$0.00	$9,740.00	0.03	$292.20	$0.00	$10,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G069	113	JSO/ DETENTION OFFICER	$1,982.00	$0.00	$1,982.00	0.03	$59.46	$0.00	$2,041.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G070	113	JSO/ DETENTION OFFICER	$17,120.00	$0.00	$17,120.00	0.03	$513.60	$0.00	$17,634.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G071	113	JSO/ DETENTION OFFICER	$17,740.00	$0.00	$17,740.00	0.03	$532.20	$0.00	$18,272.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G072	113	BOOT CAMP COMMANDER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G073	113	BOOT CAMP PROBATION OFFICER	$2,295.00	$0.00	$2,295.00	0.03	$68.85	$0.00	$2,364.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G074	113	BOOT CAMP AFTERCARE GROUP LEADER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G075	113	BOOT CAMP PLATOON SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G076	113	BOOT CAMP PLATOON SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G077	113	BOOT CAMP PLATOON SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G078	113	BOOT CAMP PLATOON SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G079	113	BOOT CAMP AFTERCARE - GROUP LEADER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G080	113	BOOT CAMP DRILL SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G081	113	BOOT CAMP DRILL SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G083	113	BOOT CAMP AFTERCARE- GROUP LEADER	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G084	113	BOOT CAMP DRILL SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G085	113	BOOT CAMP DRILL SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G086	113	BOOT CAMP DRILL SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$9.81	$0.00	$0.00	$0.00	$0.00	$0.00
G087	113	BOOT CAMP DRILL SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$11.77	$0.00	$0.00	$0.00	$0.00	$0.00
G088	113	BOOT CAMP DRILL SERGEANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G089	113	BOOT CAMP MONITOR	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G090	113	BOOT CAMP MONITOR	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G091	113	BOOT CAMP ADMINISTRATIVE ASSISTANT	$1,120.00	$0.00	$1,120.00	0.03	$33.60	$0.00	$1,154.00	$0.00	$9.81	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING TEMP PART TIME POSITIONS														
T092	**122**	**JCCC MONITOR**	**$0.00**	**$5,850.00**	**$5,850.00**	**0**	**$5,850.00**	**$0.00**	**$5,850.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T093	**122**	**JCCC MONITOR**	**$0.00**	**$5,850.00**	**$5,850.00**	**0**	**$5,850.00**	**$0.00**	**$5,850.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$947,742.00**	**$11,700.00**	**$959,442.00**	**$2.64**	**$40,132.26**	**$0.00**	**$987,888.00**	**$0.00**	**$256.28**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

POSITIONS APPROVED BY CC ON 01/01/13.

AI-36092 **Budget and Management 23. A. 3.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Agrilife- TX Citrus Mutual (1287):
Approval of revised salary schedule for AI 36036 as approved by Commissioners Court on 1/1/2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1287-461-20-380-002-3-XXX

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

BUDGETARY IMPACT:

Funds available pending rollover of grant funds from calendar/ budget cycle 2012 to 2013.

Attachments

Salary Schedule

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	01/04/2013 03:12 PM
Budget & Management	Obdett Calzada	01/04/2013 03:36 PM
Sylvia Solis	Sylvia Solis	01/04/2013 05:18 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rosie Cantu Started On: 01/02/2013 04:35 PM

Final Approval Date: 01/04/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1287-461-20-380-002-3

AI - 36092

TX CITRUS MUTUAL

REF: CC 01-01-13 AI 36036/ 15.A.

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL TO CREATE THE FOLLOWING TEMP FULL TIME POSITIONS														
T002	**121**	**COORDINATOR I**	**$0.00**	**$32,642.00**	**$17,636.00**	**0**	**$0.00**	**$0.00**	**$32,642.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$0.00	$32,642.00	$17,636.00	$0.00	$0.00	$0.00	$32,642.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

PERSONNEL ACTIONS APPROVED BY CC ON 01-01-13

AI-36089 **Budget and Management 23. A. 4.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

IT Department (1100):
a. Approval of revised salary schedule for AI 36035 as approved by Commissioners Court on 1/1/2013.
b. Approval of interdepartmental transfer (AI 36035).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

Funds available pending transfer to CO WIDE ADM-CONTINGENCY 3-1100-415-00-115-002-0-899. REF AI#35984 CC 01/08/13

Attachments

salary schedule

transfer

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	01/04/2013 02:42 PM
Budget & Management	Obdett Calzada	01/04/2013 02:54 PM
Sylvia Solis	Sylvia Solis	01/04/2013 05:12 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rosie Cantu Started On: 01/02/2013 04:02 PM

Final Approval Date: 01/04/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-415-00-200-001-0-XXX

INFORMATION TECHNOLOGY

AI - 36089

REF: CC 01-01-13 AI 36035/ 12.A.

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	CHIEF INFORMATION OFFICER	$92,412.00	$0.00	$92,412.00	0.03	$2,772.36	$0.00	$95,184.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	INFORMATION SYSTEM ADM	$73,495.00	$1,055.00	$74,550.00	0.03	$2,236.50	$0.00	$76,786.00	$0.00	$900.00	$0.00	$0.00	$4,800.00	$0.00	$0.00
0003	113	TECHNICIAN VI	$59,322.00	$818.00	$60,140.00	0.03	$1,804.20	$0.00	$61,944.00	$0.00	$540.00	$0.00	$0.00	$2,400.00	$0.00	$0.00
0005	113	APPLICATION DEVELOPER III	$55,788.00	$0.00	$55,788.00	0.03	$1,673.64	$0.00	$57,462.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	APPLICATION DEVELOPER III	$55,788.00	$0.00	$55,788.00	0.03	$1,673.64	$0.00	$57,462.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	TECHNICIAN V	$49,344.00	$0.00	$49,344.00	0.03	$1,480.32	$0.00	$50,824.00	$0.00	$780.00	$0.00	$0.00	$3,600.00	$0.00	$0.00
0008	113	TECHNICIAN V	$46,314.00	$0.00	$46,314.00	0.03	$1,389.42	$0.00	$47,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	TECHNICIAN III	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	TECHNICAL SPECIALIST I	$42,305.00	$0.00	$42,305.00	0.03	$1,269.15	$0.00	$43,574.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	TECHNICIAN III	$34,043.00	$457.00	$34,500.00	0.03	$1,035.00	$0.00	$35,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	ADMINISTRATIVE ASSISTANT II	$34,916.00	$0.00	$34,916.00	0.03	$1,047.48	$0.00	$35,963.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	TECHNICAL SPECIALIST I	$42,305.00	$0.00	$42,305.00	0.03	$1,269.15	$0.00	$43,574.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	ADMINISTRATIVE ASSISTANT III	$34,043.00	$0.00	$34,043.00	0.03	$1,021.29	$0.00	$35,064.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	TECHNICIAN II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	ADMINISTRATIVE ASSISTANT II	$32,051.00	$0.00	$32,051.00	0.03	$961.53	$0.00	$33,013.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	TECHNICIAN I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	TECHNICIAN I	$22,216.00	$1,169.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	113	TECHNICIAN I	$22,216.00	$1,169.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	TECHNICAL SPECIALIST II	$41,120.00	$2,164.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	TECHNICAL SPECIALIST I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	GIS OPERATOR IV	$50,487.00	$127.00	$50,614.00	0.03	$1,518.42	$0.00	$52,132.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	TECHNICIAN II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	TECHNICIAN II	$31,096.00	$0.00	$31,096.00	0.03	$932.88	$0.00	$32,029.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	TECHNICAL SPECIALIST I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	CJIS ADMINISTRATOR	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING TEMP FULL TIME POSITION(S)														
T037	**121**	**GIS CLERK**	**$0.00**	**$18,720.00**	**$18,720.00**	**0**	**$0.00**	**$0.00**	**$18,720.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T038	**121**	**GIS CLERK**	**$0.00**	**$18,720.00**	**$18,720.00**	**0**	**$0.00**	**$0.00**	**$18,720.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$1,066,830.00	$44,399.00	$1,111,229.00	$0.75	$32,213.67	$0.00	$1,143,441.00	$0.00	$7,500.00	$0.00	$0.00	$10,800.00	$0.00	$0.00

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: January 4, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR IT Dept

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
3-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(20,022.22)
TO:			
3-1100-415-00-200-001-0- 121	IT DEPT-	TEMP FULL TIME EMP.	18,504.83
3-1100-415-00-200-001-0- 220	IT DEPT-	FICA	1,415.62
3-1100-415-00-200-001-0- 250	IT DEPT-	UNEMPLOYMENT COMP	92.52
3-1100-415-00-200-001-0- 260	IT DEPT-	WORKERS COMP	9.25
		TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND THE SALARIES AND RELATED FRINGE BENEFITS ASSOCIATED WITH 2 GIS TEMPORARY FULL TIME POSITIONS APPROVED BY COMMISSIONERS COURT ON 01-01-13.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-36091 **Budget and Management 23. A. 5.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Elections (1100):
a. Approval of revised salary schedule for AI 36032 as approved by Commissioners Court on 1/1/2013.
b. Approval of interdepartmental transfer (AI 36032).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-414-00-130-001-0

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

BUDGETARY IMPACT:

Funds available pending transfer to CO WIDE ADM-CONTINGENCY 3-1100-415-00-115-002-0-899.
REF: 35984 CC 01/08/13

Attachments

Transfer
SALARY SCHEDULE

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	01/04/2013 02:58 PM
Budget & Management	Obdett Calzada	01/04/2013 03:08 PM
Sylvia Solis	Sylvia Solis	01/04/2013 05:12 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rosie Cantu Started On: 01/02/2013 04:32 PM

Final Approval Date: 01/04/2013

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: January 4, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR ELECTIONS DEPT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
3-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(47,157.05)
TO:			
3-1100-414-00-130-001-0- 121	ELECTIONS-	TEMP FULL TIME EMP.	43,583.22
3-1100-415-00-200-001-0- 220	ELECTIONS-	FICA	3,334.12
3-1100-415-00-200-001-0- 250	ELECTIONS-	UNEMPLOYMENT COMP	217.92
3-1100-415-00-200-001-0- 260	ELECTIONS-	WORKERS COMP	21.79
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND THE SALARIES AND RELATED FRINGE BENEFITS ASSOCIATED WITH FIVE (5) TEMPORARY FULL TIME DATA ENTRY CLERK POSITIONS APPROVED BY COMMISSIONERS COURT ON 01-01-13.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-414-00-130-001-0

AI - 36091

ELECTIONS DEPARTMENT

REF: CC 01-01-13 AI 36032/ 14.A.

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	112	ELECTIONS ADMIN	$73,500.00	$0.00	$73,500.00	0.03	$2,205.00	$0.00	$75,705.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7	113	FIELD SERVICE SPECIALIST II	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10	113	ACCOUNTING CLERK II	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11	113	EXECUTIVE ASSISTANT I	$44,287.00	$123.00	$44,410.00	0.03	$1,332.30	$0.00	$45,742.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	113	VOTER REGISTRATION SPCLST II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
15	113	ADMINISTRATIVE ASSISTANT III	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
16	113	VOTER REGISTRATION SPCLST I	$25,256.00	$244.00	$25,500.00	0.03	$765.00	$0.00	$26,265.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
17	113	VOTER REGISTRATION SPCLST I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18	113	VOTER REGISTRATION SPCLST I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20	113	VOTER REGISTRATION SPCLST I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22	113	VOTER REGISTRATION SPCLST I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
85	113	EXECUTIVE ASSISTANT I	$41,481.00	$0.00	$41,481.00	0.03	$1,244.43	$0.00	$42,725.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$0.00
109	113	ACCOUNTANT II	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
120	113	ELECTIONS SYSTEM MANAGER	$54,526.00	$0.00	$54,526.00	0.03	$1,635.78	$0.00	$56,162.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
121	113	ELECTIONS SPECIALIST II	$34,360.00	$0.00	$34,360.00	0.03	$1,030.80	$0.00	$35,391.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
122	113	FIELD SERVICE SPECIALIST I	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
133	113	GIS OPERATOR ASSISTANT	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
134	113	ELECTIONS SPECIALIST I	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
135	113	ELECTIONS SPECIALIST I	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
136	113	FIELD SERVICE SPECIALIST I	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
137	113	FIELD SERVICE SPECIALIST II	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
145	113	GIS OPERATOR III	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING TEMP FULL TIME POSITION(S)														
T146	**121**	**DATA ENTRY CLERK I**	**$0.00**	**$17,636.00**	**$17,636.00**	**0**	**$0.00**	**$0.00**	**$17,636.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T147	**121**	**DATA ENTRY CLERK I**	**$0.00**	**$17,636.00**	**$17,636.00**	**0**	**$0.00**	**$0.00**	**$17,636.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T148	**121**	**DATA ENTRY CLERK I**	**$0.00**	**$17,636.00**	**$17,636.00**	**0**	**$0.00**	**$0.00**	**$17,636.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T149	**121**	**DATA ENTRY CLERK I**	**$0.00**	**$17,636.00**	**$17,636.00**	**0**	**$0.00**	**$0.00**	**$17,636.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T150	**121**	**DATA ENTRY CLERK I**	**$0.00**	**$17,636.00**	**$17,636.00**	**0**	**$0.00**	**$0.00**	**$17,636.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$770,692.00	$89,810.00	$860,502.00	$0.66	$23,169.66	$0.00	$883,671.00	$0.00	$3,540.00	$0.00	$0.00	$0.00	$0.00	$0.00

AI-36088 **Budget and Management 23. A. 6.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Clerk Record Archive (1100):
Approval of revised salary schedule for AI 36028/ 9. A as approved by Commissioners Court on 1/1/2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-40-180-002-0-XXX

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

BUDGETARY IMPACT:

Funds appropriated on 01-01-13.

Attachments

Salary Schedule

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	01/04/2013 01:39 PM
Budget & Management	Obdett Calzada	01/04/2013 01:48 PM
Sylvia Solis	Sylvia Solis	01/04/2013 05:13 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rosie Cantu Started On: 01/02/2013 03:59 PM

Final Approval Date: 01/04/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-415-40-180-002-0

AI - 36088

CO CLERK - RECORD ARCHIVE

REF: CC 01-01-13 AI 36028/ 9.A.

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	DEPUTY COUNTY CLERK I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	DEPUTY COUNTY CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	DEPUTY COUNTY CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	DEPUTY COUNTY CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	DEPUTY COUNTY CLERK I	$23,993.00	$1,263.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	DEPUTY COUNTY CLERK I	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	114	ASSISTANT DEPUTY COUNTY CLERK	$20,570.00	$1,083.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	114	ASSISTANT DEPUTY COUNTY CLERK	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	114	ASSISTANT DEPUTY COUNTY CLERK	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING TEMP FULL TIME POSITION(S)														**$0.00**
T016	**121**	**ASSISTANT DEPUTY COUNTY CLERK**	**$0.00**	**$20,800.00**	**$20,800.00**	**0**	**$0.00**	**$0.00**	**$20,800.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$293,958.00	$26,935.00	$320,893.00	$0.36	$9,002.79	$0.00	$329,899.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

PERSONNEL ACTIONS APPROVED BY CC ON 01-01-13

AI-36134 **Budget and Management 23. A. 7.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 2 (1200):
Approval of revised salary schedule for AI 36038 as approved by Commissioners Court on 1/1/2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Available funds in account. Transfer was approved by cc on 01-01-13.

Attachments

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	01/04/2013 04:15 PM
Budget & Management	Obdett Calzada	01/04/2013 04:23 PM
Sylvia Solis	Sylvia Solis	01/04/2013 05:21 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rosie Cantu Started On: 01/03/2013 04:34 PM

Final Approval Date: 01/04/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-122-006-0

PCT 2 ROAD MAINTENANCE

AI - 36134

REF: CC 01-01-13 AI 36038/ 16.A

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	FIELD OPERATIONS DIRECTOR	$67,158.00	$0.00	$67,158.00	0.03	$2,014.74	$0.00	$69,173.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0006	113	SAFETY COORDIN	$42,710.00	$0.00	$42,710.00	0.03	$1,281.30	$0.00	$43,991.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0011	113	HEAVY EQUIPMENT OPERATOR III	$34,670.00	$0.00	$34,670.00	0.03	$1,040.10	$0.00	$35,710.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0012	113	HEAVY EQUIPMENT OPERATOR III	$34,670.00	$0.00	$34,670.00	0.03	$1,040.10	$0.00	$35,710.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0014	113	MECHANIC III	$34,743.00	$0.00	$34,743.00	0.03	$1,042.29	$0.00	$35,785.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$30,384.00	$0.00	$30,384.00	0.03	$911.52	$0.00	$31,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	FOREMAN	$37,800.00	$0.00	$37,800.00	0.03	$1,134.00	$0.00	$38,934.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0022	113	TRUCK DRIVER III	$28,813.00	$0.00	$28,813.00	0.03	$864.39	$0.00	$29,677.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	TRUCK DRIVER III	$28,535.00	$0.00	$28,535.00	0.03	$856.05	$0.00	$29,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	TRUCK DRIVER III	$28,535.00	$0.00	$28,535.00	0.03	$856.05	$0.00	$29,391.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0026	113	TRUCK DRIVER I	$27,572.00	$0.00	$27,572.00	0.03	$827.16	$0.00	$28,399.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0027	113	TRUCK DRIVER II	$27,136.00	$0.00	$27,136.00	0.03	$814.08	$0.00	$27,950.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	TRUCK DRIVER II	$27,016.00	$0.00	$27,016.00	0.03	$810.48	$0.00	$27,826.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0029	113	TRUCK DRIVER II	$27,016.00	$0.00	$27,016.00	0.03	$810.48	$0.00	$27,826.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0030	113	TRF SA/SPC III	$26,991.00	$0.00	$26,991.00	0.03	$809.73	$0.00	$27,801.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	TRUCK DRIVER II	$26,790.00	$0.00	$26,790.00	0.03	$803.70	$0.00	$27,594.00	$0.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$1,440.00
0033	113	MAINTENANCE I	$26,265.00	$0.00	$26,265.00	0.03	$787.95	$0.00	$27,053.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0034	113	TRUCK DRIVER II	$26,059.00	$0.00	$26,059.00	0.03	$781.77	$0.00	$26,841.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	MAINTENANCE II	$25,204.00	$0.00	$25,204.00	0.03	$756.12	$0.00	$25,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	TRF SA/SPC I	$24,355.00	$0.00	$24,355.00	0.03	$730.65	$0.00	$25,086.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0038	113	MAINTENANCE I	$23,753.00	$0.00	$23,753.00	0.03	$712.59	$0.00	$24,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0040	113	MAINTENANCE I	$23,338.00	$0.00	$23,338.00	0.03	$700.14	$0.00	$24,038.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	113	MAINTENANCE I	$22,984.00	$0.00	$22,984.00	0.03	$689.52	$0.00	$23,674.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	MAINTENANCE I	$22,984.00	$0.00	$22,984.00	0.03	$689.52	$0.00	$23,674.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	MAINTENANCE I	$22,703.00	$0.00	$22,703.00	0.03	$681.09	$0.00	$23,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0044	113	TRAF SA/SP I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0045	113	TRAFFIC SAFETY SPECIALIST I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	MECHANIC II	$28,500.00	$0.00	$28,500.00	0.03	$855.00	$0.00	$29,355.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0064	113	HEAVY EQUIPMENT OPERATOR I	$24,360.00	$0.00	$24,360.00	0.03	$730.80	$0.00	$25,091.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0065	113	HEAVY EQUIPMENT OPERATOR I	$24,360.00	$0.00	$24,360.00	0.03	$730.80	$0.00	$25,091.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0068	113	MECHANIC I	$28,500.00	$0.00	$28,500.00	0.03	$855.00	$0.00	$29,355.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0071	113	MAINTENANCE I	$22,703.00	$0.00	$22,703.00	0.03	$681.09	$0.00	$23,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	MAINTENANCE I	$22,703.00	$0.00	$22,703.00	0.03	$681.09	$0.00	$23,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0073	113	MAINTENANCE I	$22,703.00	$0.00	$22,703.00	0.03	$681.09	$0.00	$23,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
A078	113	ENGINEERING TECHNICIAN II	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,000.00	$0.00	$0.00	$6,000.00
0079	113	RIGHT OF WAY AGENT V	$64,066.00	$0.00	$64,066.00	0.03	$1,921.98	$0.00	$65,988.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0080	113	RIGHT OF WAY AGENT V	$64,066.00	$0.00	$64,066.00	0.03	$1,921.98	$0.00	$65,988.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0084	113	ROAD CONSTRUCTION FOREMAN	$46,747.00	$0.00	$46,747.00	0.03	$1,402.41	$0.00	$48,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	ROAD MAINTENANCE FOREMAN	$46,747.00	$0.00	$46,747.00	0.03	$1,402.41	$0.00	$48,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0086	113	HEAVY EQUIPMENT OPERATOR IV/ EXCAVATOR	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CONSTRUCTION INSPECTOR	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0088	113	ENGINEERING TECHNICIAN IV	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0089	113	ENGINEERING TECHNICIAN IV	$0.00	$41,280.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0090	113	DIRECTOR, FIELD OPERATIONS	$0.00	$79,750.00	$79,750.00	0.03	$0.00	$0.00	$79,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-122-006-0

AI - 36134

PCT 2 ROAD MAINTENANCE

REF: CC 01-01-13 AI 36038/ 16.A

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T091	121	HEAVY EQUIPMENT OPERATOR III	$0.00	$34,360.00	$34,360.00	0	$0.00	$0.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T092	121	HEAVY EQUIPMENT OPERATOR III	$0.00	$34,360.00	$34,360.00	0	$0.00	$0.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T093	121	MECHANIC I	$0.00	$23,385.00	$23,385.00	0	$0.00	$0.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$1,308,563.00	$213,135.00	$1,521,698.00		$39,256.89	$0.00	$1,560,953.00	$0.00	$12,600.00	$0.00	$6,000.00	$0.00	$0.00	$18,600.00

AI-36137 **Budget and Management 23. A. 8.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Commissioner Precinct No. 3 **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 3 (1200):
Approval of revised salary schedule for AI 36039 as approved by Commissioners Court on 1/1/2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-XXX

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

BUDGETARY IMPACT:

Available funds in account. Transfer was approved by cc on 01-01-13.

Attachments

salary schedule

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	01/04/2013 04:41 PM
Budget & Management	Obdett Calzada	01/04/2013 04:48 PM
Sylvia Solis	Sylvia Solis	01/04/2013 05:21 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Rosie Cantu Started On: 01/03/2013 04:39 PM

Final Approval Date: 01/04/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-123-005-0

PCT. 3 RD MAINTENANCE

AI - 36137

REF: CC 01-01-13 AI 36039/ 17.A

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$84,357.00	$0.00	$84,357.00	0.03	$2,530.71	$0.00	$86,888.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0002	113	COORDINATOR	$80,982.00	$0.00	$80,982.00	0.03	$2,429.46	$0.00	$83,411.00	$0.00	$1,439.99	$0.00	$0.00	$0.00	$0.00	$1,439.99
0003	113	EXECUTIVE ASST	$62,986.00	$0.00	$62,986.00	0.03	$1,889.58	$0.00	$64,876.00	$0.00	$724.39	$0.00	$0.00	$0.00	$0.00	$724.39
0004	113	FIELD OPERATIONS DIRECTOR	$60,737.00	$0.00	$60,737.00	0.03	$1,822.11	$0.00	$62,559.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0005	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$54,600.00	$0.00	$54,600.00	0.03	$1,638.00	$0.00	$56,238.00	$0.00	$593.84	$0.00	$0.00	$0.00	$0.00	$593.84
0006	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$51,739.00	$0.00	$51,739.00	0.03	$1,552.17	$0.00	$53,291.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0007	113	ADMIN AIDE	$45,443.00	$0.00	$45,443.00	0.03	$1,363.29	$0.00	$46,806.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0008	113	PAVING SUPVSR	$43,363.00	$0.00	$43,363.00	0.03	$1,300.89	$0.00	$44,664.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0009	113	COMM LIAISON	$41,081.00	$0.00	$41,081.00	0.03	$1,232.43	$0.00	$42,313.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0010	113	MECHANIC III	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0011	113	MAINTENANCE III	$37,800.00	$0.00	$37,800.00	0.03	$1,134.00	$0.00	$38,934.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0013	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0015	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0017	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0018	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0019	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0020	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0022	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0023	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	SUPERVISOR	$35,700.00	$0.00	$35,700.00	0.03	$1,071.00	$0.00	$36,771.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0026	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0030	113	MECHANIC II	$28,796.00	$0.00	$28,796.00	0.03	$863.88	$0.00	$29,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	INVOICE CLERK	$28,484.00	$0.00	$28,484.00	0.03	$854.52	$0.00	$29,339.00	$0.00	$441.37	$0.00	$0.00	$0.00	$0.00	$441.37
0032	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0033	113	TRUCK DRIVER III	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0034	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0035	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0037	113	MAINTENANCE II	$28,366.00	$0.00	$28,366.00	0.03	$850.98	$0.00	$29,217.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0038	113	MAINTENANCE II	$28,186.00	$0.00	$28,186.00	0.03	$845.58	$0.00	$29,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0039	113	TRUCK DRIVER I	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0040	113	MAINTENANCE I	$30,000.00	$0.00	$30,000.00	0.03	$900.00	$0.00	$30,900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	113	TRF SA/SPC II	$28,116.00	$0.00	$28,116.00	0.03	$843.48	$0.00	$28,959.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0043	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0046	113	MAINTENANCE III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0047	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0049	113	TRF SA/SPC II	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0050	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0051	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0053	113	CUSTODIAN	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0054	113	HEAVY EQUIPMENT OPERATOR II	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-123-005-0

PCT. 3 RD MAINTENANCE

AI - 36137

REF: CC 01-01-13 AI 36039/ 17.A

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0055	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0056	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0058	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0059	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0060	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0061	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0062	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0063	113	TIRE REPAIR	$30,000.00	$0.00	$30,000.00	0.03	$900.00	$0.00	$30,900.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0067	113	WELDER	$32,760.00	$0.00	$32,760.00	0.03	$982.80	$0.00	$33,743.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0072	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0075	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0077	113	HUMAN RESOURCES COORDINATOR II	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0078	113	MAINTENANCE II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0079	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$51,739.00	$0.00	$51,739.00	0.03	$1,552.17	$0.00	$53,291.00	$0.00	$300.00	$0.00	$3,167.00	$0.00	$0.00	$300.00
0080	113	HEAVY EQUIPMENT OPERATOR I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0081	113	HEAVY EQUIPMENT OPERATOR I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0082	113	RIGHT OF WAY AGENT V	$54,526.00	$0.00	$54,526.00	0.03	$1,635.78	$0.00	$56,162.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0083	113	RIGHT OF WAY AGENT V	$62,475.00	$0.00	$62,475.00	0.03	$1,874.25	$0.00	$64,349.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0084	113	TRUCK DRIVER III	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR	$40,425.00	$0.00	$40,425.00	0.03	$1,212.75	$0.00	$41,638.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0086	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0.03	$746.40	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CLERK III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0088	113	CLERK III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0091	113	MAINTENANCE I	$0.00	$28,000.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0092	113	ADMINISTRATIVE ASSISTANT IV	$0.00	$40,777.00	$40,777.00	0.03	$1,223.00	$0.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING TEMP FULL TIME POSITIONS														
T093	**121**	**OFFICE CLERK**	**$0.00**	**$18,720.00**	**$18,720.00**	**0**	**$0.00**	**$0.00**	**$18,720.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T094	**121**	**OFFICE CLERK**	**$0.00**	**$18,720.00**	**$18,720.00**	**0**	**$0.00**	**$0.00**	**$18,720.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$2,434,741.00	$106,217.00	$2,540,958.00		$75,105.23	$0.00	$2,616,063.00	$0.00	$27,199.59	$0.00	$3,167.00	$0.00	$0.00	$27,199.59

POSITION(S) APPROVED BY CC ON 01-01-13

AI-36155 **Budget and Management 23. A. 9.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Damaris San Miguel **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

a. Approval to reset the salary for the following position promoted after the adoption of the 2013 Budget and in accordance with the Classification and Compensation pay plan before its suspension. Proposed salary to be effective 1/1/13:

Department	Slot#	2013 Position Title	Budgeted Salary	Proposed Salary	Variance
080-002	0099	Criminal Investigator II	$52,002	$53,822	$1,820

b. Approval of interdepartmental transfers.

c. Approval of revised salary schedules.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Obdett Calzada	01/04/2013 02:00 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Merlen P. Munoz Started On: 01/04/2013 09:31 AM

Final Approval Date: 01/04/2013

AI-35870 **Purchasing Department 24. B. 1.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Renan Ramirez, IT Dept. **Submitted By:** Renan Ramirez, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Authorization for the use of the County's Justice Court Technology Fund for purchase of equipment, software, services and other related items for the County Constables offices as an extension of their role in supporting the offices of Justices of the Peace.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

2013 Total Adopted Budget for the Justice Court Tech fund, 1242 is $277,000.00, refer to attached expense report as of 1-4-13.

Additional funds available in the unreserved f/b, pending year end closing.

Attachments

Data card proposal

Equipment proposal

Email from County Legal

AG Opinion

2013 Fund 1242 Exp. Report as of 1-4-13

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/21/2012 11:13 AM
Budget & Management	Obdett Calzada	12/21/2012 11:34 AM
Erika Zamora	Obdett Calzada	01/04/2013 01:18 PM
Ivan Cantu	Ivan Cantu	01/04/2013 03:18 PM
Auditor's Office	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Renan Ramirez Started On: 12/18/2012 10:31 AM

Final Approval Date: 01/04/2013



Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date: December 6, 2012

Customer Name: Hidalgo County

Sales Representative: Donnie Avina

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this documen shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal For Hidalgo County **Date: 12/6/2012**

Rate Plan:	Line Count	Discounted Monthly Access	Unlimited Minutes (Y/N)	Included Minutes	Included Text	Data Usage	Overage	Monthly Cost	Yearly Cost
4G $37.99 Unlimited Mobile Broadband Plan (BGSA 666)	20	$37.99	N	0	0	Unlimited	$0.00	$759.80	$9,117.60
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
Total	20	$37.99		0				$759.80	$9,117.60

Features 23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.	Line Count	Discounted Monthly Access	Monthly Cost	Yearly Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
Total	0	$0.00	$0.00	$0.00
RATE PLAN & FEATURE ESTIMATED ANNUAL COST				**$9,117.60**

Quarterly Device Promotions	Line Count	Cost per Unit		Total
VZW MIFI4620L (PP $27.99+)	20	$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	20	$0.00		$0.00

Device	Line Count	Cost per Unit		Total
		$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	0	$0.00		$0.00

Accessory - 35% Off	Line Count	Cost per Unit	Discount	Total
VPC	20	$19.49	$10.50	$389.80
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total	20	$19.49		$389.80
EQUIPMENT ESTIMATED COST				**$389.80**

INVESTMENT ESTIMATE	Total
Rate Plan & Feature Estimated Annual Cost:	**$9,117.60**
Equipment Estimated Cost:	**$389.80**
INVESTMENT TOTAL	**$9,507.40**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 10.10.12

RICOH USA
539 North Carancahua
Suite 200
Corpus Christi, TX 78478

November 8, 2012

Hidalgo County

Quote: Mobile Computer Systems Option III revised

Professional Services: Sylvester R. Mora
Account Executive: Aissa Garcia

Quote Number PANASONIC DIR 1365/DIR 886

Product	VPN	Description	Qty	Unit Price	Ext. Price
PANASONIC	PAN/CFH2ALHKZ1M	PANASONIC : Win7, Intel Core i5-2557M 2 1.70GHz, 10.1 XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, Bluetooth, Contactless Smartcard/RFID, 2MP Cam, Fingerprint, 2D Bar Laser Aim, No Drive, Toughbook Preferred	20	$2,307.69	$46,153.85
PANASONIC	PAN/CFSVCLTNF3Y	No Fault Warranty, Years 1, 2, & 3	20	$206.08	$4,121.64
PANASONIC	DS-PAN-412	Docking Station For Panasonic Toughbook CF-53 laptop computer, With Integrated Power Supply	20	$768.81	$15,376.21
PANASONIC	PAN/PZ4201000D	Zebra 4inch Paper 1000D, Low-Temp (Qty 36 rolls)	1	$65.84	$65.84
PANASONIC	PAN/PZ420BATELM	PZ420BATELMCL: Zebra Battery Eliminator for 4 printer - Cigarette Lighter adaptor	20	$168.04	$3,360.82
PANASONIC	PAN/PZ420LCKMNT	Zebra Locking Vehicle Mount for 4 printer	20	$190.22	$3,804.31
PANASONIC	PAN/PZ420SMC	Zebra 4 Rugged Printer RW 420 with mag stripe reader, Includes a Belt Clip and USB Cable	20	$788.46	$15,769.23
PANASONIC	CG-X	Chargeguard, Control Module, Universal	20	$59.60	$1,192.00
PANASONIC	RICOH/HW.DEPLOY	Local Vehicle Installation - Hernandez Installation	20	$282.75	$5,654.97
PANASONIC	PKG-MNT-101	INCLUDES: C-HDM-305, C-HDM-402, C-MD-204 21 , C-UMM-101	20	$258.50	$5,170.05
PANASONIC	C-KBM-102	Quick Release Slide For Keyboard Mtg	20	$48.93	$978.67
PANASONIC	C-HDM-202	TS Device Mounting 8.5" w/Short Handle	20	$112.76	$2,255.18
PANASONIC	C-HDM-102	Mounting Base, Chevrolet Tahoe/GMC 00-12	8	$63.12	$504.94
PANASONIC	C-HDM-108	2004-2012 Ford F150 HD Vehicle Mount	6	$63.12	$378.71
PANASONIC	C-HDM-109	2012 Ford Expedition HD Vevicle Mount	1	$63.12	$63.12
PANASONIC	C-HDM-101	Mounting base, Ford Crown Vic, 95-11	5	$41.84	$209.18
BRAZOS	**BRAZOS**	Brazos Software Setup/Configuration	1	$7,894.74	$7,894.74
BRAZOS	**BRAZOS**	Brazos Training Package	1	$3,157.89	$3,157.89
BRAZOS	**BRAZOS**	MaeKIT (RDC) Brazos Software	20	$684.21	$13,684.21
BRAZOS	**BRAZOS**	Brazos Software Setup/Configuration Discount	1	$2,500.00	**$2,500.00**
				Tax Details/EXEMPT $0.000	$0.00
				Solutions Total	**$127,295.55**

Please attach a copy of this quote to your purchase order. The pricing of this proposal is good for 30 days from the date of the sales quote.
All product and pricing information is based on latest information available, which is subject to change without notice or obligation.

Annual Recurring Fees

Product	VPN	Description	Qty	Unit Price	Ext. Price
BRAZOS		eCitation License	20	$250.00	$5,000.00
BRAZOS		Interface to Court System	1	$650.00	$650.00
BRAZOS		TLETS Message Switch	20	$250.00	$5,000.00
				TOTAL	**$10,650.00**

This is included in the first year. Hidalgo County will be billed the amount for each following year. Depending on the number of Brazos License.

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Date: March 28, 2012 10:30:42 AM CDT
To: "'Renan Ramirez'" <renan.ramirez@co.hidalgo.tx.us>
Cc: <rene.guerra@da.co.hidalgo.tx.us>
Subject: RE: Request to purchase equipment from the JP Technology Fund
Reply-To: <josephine.ramirez@da.co.hidalgo.tx.us>

As we have discussed, Mr. Guerra has given conditional approval on the use of the JP Technology Fund for the purchase of computer equipment to be used by the Tax Office in assisting with the JP Enhanced Collection project (his understanding is that one unit will be purchased for a trial run of the enhanced collections model). However, it will be up to Commissioners Court to make the determination that the computer equipment is a technological enhancement that will assist the Justice Courts in the collection of the outstanding fines and fees.

As our office previously opined, citing reference to Attorney General Opinion GA-0560, the Justice Court Technology Fund established under Article 102.0173 of the Texas Code of Criminal Procedure may be used only for technological enhancements for the justice court and continuing education and training for justice court judges and clerks regarding technological enhancements. The Attorney General's opinion goes on to state that the purchase of computer equipment for constable(s) may be a technological enhancement for the justice court if so determined by the commissioners court. Commissioners court has made the determination for the purchase of equipment for the constables. In addition, the Auditor's Office has recommended that the specific equipment be identified with an explanation of how it will be used as a technological enhancement for the JP's. I would suggest using this same model when submitting this item for approval to commissioners court.

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

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

August 6, 2007

The Honorable Steven M. Hollis
Jasper County Criminal District Attorney
121 North Austin Street, Room 101
Jasper, Texas 75951

Opinion No. GA-0560

Re: Whether the Justice Court Technology Fund may be used to purchase technology equipment and to provide training for constables (RQ-0569-GA)

Dear Mr. Hollis:

You ask whether Jasper County's Justice Court Technology Fund ("Fund"), created under article 102.0173, Code of Criminal Procedure, may be expended on a computer for a constable. [1] *See* Tex. Code Crim. Proc. Ann. art. 102.0173 (Vernon 2006). You also ask whether the Fund may be expended on continuing education and training for a constable. *See* Request Letter, *supra* note 1, at 1. You inform us that a justice of the peace asked the commissioners court to purchase desktop computer systems for his office and for the office of the constable serving the same county precinct. *See id.* The justice of the peace proposes that the Fund be used to pay for both computers. *See id.*

I. Article 102.0173, Code of Criminal Procedure

Article 102.0173 requires a county commissioners court to establish a justice court technology fund from fees paid by defendants convicted of a misdemeanor offense in justice court. *See* Tex. Code Crim. Proc. Ann. art. 102.0173(a), (c) (Vernon 2006). Subarticle (d) limits the use of a justice court technology fund:

> (d) A fund designated by this article may be used *only to finance*:
>
> > (1) the cost of continuing education and training for justice court judges and clerks regarding technological enhancements for justice courts; and
> >
> > (2) the purchase and maintenance of technological enhancements for a justice court, including:
> >
> > > (A) computer systems;
> > >
> > > (B) computer networks;
> > >
> > > (C) computer hardware;
> > >
> > > (D) computer software;
> > >
> > > (E) imaging systems;
> > >
> > > (F) electronic kiosks;
> > >
> > > (G) electronic ticket writers; and
> > >
> > > (H) docket management systems.

Id. art. 102.0173(d) (emphasis added).

In construing a statute, one looks "first to the 'plain and common meaning of the statute's words.'" *State ex rel State Dep't of Highways & Pub. Transp. v. Gonzalez*, 82 S.W.3d 322, 327 (Tex. 2002) (quoting *Fitzgerald v. Advanced Spine Fixation Sys., Inc.*, 996 S.W.2d 864, 865 (Tex. 1999)). "If a statute's meaning is unambiguous, we generally interpret the statute according to its plain meaning." *Id.*

A Texas court of appeals has found the terms "only" and "purely" to be synonymous with the term "exclusively." *See Standard Oil Co. v. State*, 142 S.W.2d 519, 522 (Tex. Civ. App.--Eastland 1940, writ

ref'd); *see also* Webster's Universal College Dictionary 555 (1997) (term "only" is defined to mean "without others or anything further; alone; solely; exclusively . . . ."). And the term "finance" has been construed to mean "to raise or provide funds or capital for" or "to furnish with necessary funds." *Jordan v. State*, 816 S.W.2d 89, 92 (Tex. Crim. App. 1991) (quoting Webster's Ninth New Collegiate Dictionary 463 (1985)); *see also* Webster's Universal College Dictionary 301 (1997) (defining finance to mean "to supply with money or capital; obtain money or credit for").

Thus, in accordance with the plain language of article 102.0173(d), the Fund may be used exclusively to provide funds or capital for (1) the cost of certain continuing education and training for justice court judges and clerks, and (2) the purchase and maintenance of technological enhancements for a justice court.

II. Analysis

A. Computer for Constable

Any computers and other technological enhancements purchased under article 102.0173(d) must be for the benefit of the justice court. You argue that "constables, although a separate office, have traditionally been treated as an extension of justice courts." Request Letter, *supra* note 1, at 1. Thus, you suggest, the Fund may be used to purchase a computer for a constable because of that office's relationship to the justice court. *Id.*

We disagree with your conclusion, while recognizing that a constable has certain statutory duties related to the justice court. For example, he is required to attend each justice court held in the precinct. *See* Tex. Loc. Gov't Code Ann. § 86.021(e) (Vernon Supp. 2006). A constable may also perform duties related to calling a jury for the justice court. *See* Tex. Gov't Code Ann. §§ 62.004(a) (Vernon Supp. 2006) ("The district clerk and the sheriff or any constable of the county shall draw the names of the prospective jurors for a justice court . . . ."); .012(b)(2) (Vernon 2005) (the sheriff or constable shall receive the list of jurors to be summoned for a justice court jury); .412(c) (authority of justice of the peace to command the sheriff or constable to immediately summon additional persons for jury service). The constable must serve process directed to him by any lawful officer, including a justice of the peace. *See* Tex. Loc. Gov't Code Ann. § 86.021(a) (Vernon Supp. 2006); *see also* Tex. R. Civ. P. 536 (any sheriff, constable, or other person authorized by law may serve process for justice court). Further, we recognize constables may, in the exercise of some duties, be an integral part of the judicial process. *See Byrd v. Woodruff*, 891 S.W.2d 689, 707 (Tex. App.--Dallas 1994, writ denied); *see also Merritt v. Harris County*, 775 S.W.2d 17, 23 (Tex. App.--Houston [14th Dist.] 1989, writ denied) ("[Constables] are considered under the control of the court in enforcing a court order.")

The constable's role in relation to the justice court does not, however, mean that a constable is equivalent to the justice court. *See Merritt*, 775 S.W.2d at 23 ("As officers of the court, [constables] are under a duty to execute process *and are not a tribunal to determine doubtful questions of fact.*") (emphasis added); *see also Belcher v. Cassidy Bros. Live-Stock Comm'n Co.*, 62 S.W. 924, 925-27 (Tex. Civ. App.--Fort Worth 1901, writ denied) (court could not order sheriff or constable to exercise judicial power necessary to partition commingled cattle).

The office of constable is autonomous, distinct from the office of justice of the peace. A constable is elected to a constitutionally established office and his statutory duties to serve process and attend the justice court are conferred upon him and not on the justice court. *See* Tex. Const. art. V, § 18(a) (providing for the election of one constable in each precinct of each county for a term of four years); *see also* Tex. Loc. Gov't Code Ann. § 86.021(a), (e) (Vernon Supp. 2006). Even in serving process a constable may exercise some discretion. *See* Tex. Loc. Gov't Code Ann. § 86.022 (Vernon 1999). A constable is moreover a peace officer with the attendant authority and responsibilities of that office. *See* Tex. Code Crim. Proc. Ann. art. 2.12(2) (Vernon Supp. 2006); *see also Vondy v. Comm'rs Ct.*, 714 S.W.2d 417, 421 (Tex. App.--San Antonio 1986, writ ref'd n.r.e.). Thus, he has duties unrelated to the justice court, which require him to exercise his official discretion. *See Carpenter v. Barner*, 797 S.W.2d 99, 101 (Tex. App.--Waco 1990, writ denied).

As we have determined, a constable is not a mere extension of the justice court and a constable's relationship to the justice court is not sufficient to authorize expenditures from the Fund for the constable. We do not, however, rule out the possibility that a computer for a constable might in some circumstances serve as a technological enhancement for a justice court. Whether it would serve such a purpose in this particular instance is a question of fact that the commissioners court must determine in the first instance and is not appropriately resolved in the opinion process. *See* Tex. Code Crim. Proc. Ann. art. 102.0173(e) (Vernon 2006) (justice court technology fund is administered by or under the direction of the commissioners court); Tex. Att'y Gen. Op. No. GA-0533 (2007) at 5 (explaining that

resolving questions of fact is not appropriate for the opinion process).

B. Continuing Education and Training for Constable

We next consider whether the Fund may be used to pay for continuing education and training for constables. According to the plain language of subarticle (d), expenditures for specific training and educational costs can be made *only* for the benefit of "justice court judges and clerks." Tex. Code Crim. Proc. Ann. art. 102.0173(d)(1) (Vernon 2006). A justice of the peace serves as the justice court judge. *See* Tex. Const. art. V, § 18; Tex. Gov't Code Ann. §§ 27.001-.059 (Vernon 2004 & Supp. 2006); *see also Bunker v. State*, 177 S.W. 108, 113 (Tex. Crim. App. 1915) ("The court held by the justice of the peace under authority of the Constitution and laws of this state, is known and generally called the 'justice court'. . . ."). Justice court clerks are those designated as such pursuant to Government Code section 27.056. *See* Tex. Gov't Code Ann. § 27.056 (Vernon 2004). Because the office of constable is neither a justice of the peace nor a justice court clerk, the Fund may not be expended for a constable's continuing education and training.

SUMMARY

The Justice Court Technology Fund established under Code of Criminal Procedure article 102.0173 may be used only for technological enhancements for the justice court and continuing education and training for justice court judges and clerks regarding technological enhancements. Whether the purchase of a computer for a constable serves as a technological enhancement for the justice court is a fact question to be determined by the commissioners court in the first instance. The Fund may not, however, be used to finance continuing education and training for a constable.

Very truly yours,



GREG ABBOTT
Attorney General of Texas

KENT C. SULLIVAN
First Assistant Attorney General

NANCY S. FULLER
Chair, Opinion Committee

Susan L. Garrison
Christy Drake-Adams
Assistant Attorney Generals, Opinion Committee

Footnotes

1. *See* Letter from Honorable Steven M. Hollis, Jasper County Criminal District Attorney, to Honorable Greg Abbott, Attorney General of Texas, at 1 (Feb. 8, 2007) (on file with the Opinion Committee, *also available at* http://www.oag.state.tx.us) [hereinafter Request Letter]; *see also* Memorandum attached to Request Letter from Honorable Mark W. Allen, Jasper County Judge, to Honorable Steven M. Hollis, Jasper County Criminal District Attorney (Feb. 7, 2007).

AI-35562 **Purchasing Department 24. C. 1.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance, and approval of final construction contract #C-CAP-12-207-10-23 (awarded CC-10-23-12) for Val-Bar Subdivision Project between Hidalgo County and REIM Construction Inc. in the amount of $103,429.61 as submitted through project engineer, R. Gutierrez Engineering Corp.;

b. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-122-767-1-731 & 73

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

BUDGETARY IMPACT:

Req# 227150
731- $67,154.32
733- $32,074.10

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-767-0-731

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

BUDGETARY IMPACT:

Req#227150
731-$4,201.19

Attachments

262.031
val bar contract
val bar ai req

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2012 05:32 PM
Budget & Management	Merlen P. Munoz	12/07/2012 10:00 AM
Roland Garcia	Rolando Garcia	12/07/2012 11:00 AM
Auditor's Office	Angela Garcia	01/04/2013 05:39 PM
Form Started By: Yvette Islas		Started On: 12/04/2012 10:31 AM

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§ 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.

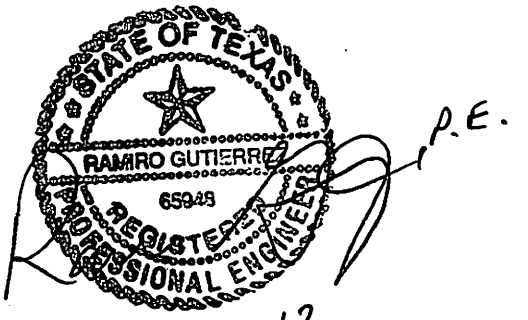
Bid No: CAP-12-207-08-29-YSI	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2

"HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION OF VAL BAR SUBDIVISION"

BID OPENING DATE: AUGUST 29, 2012



8-10-12

TEXAS FIRM F-406

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

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7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

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d. Estimate Quantity Update
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o. Quantity Work Sheet
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20) Construction Identification Sign

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO 2 with sealed bids on:

CAP-12-206-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIO SUBDIVISION" & CAP-12-207-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR VAL-BAR SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **R. GUTIERREZ ENGINEERING CORP., 130 E. PARK AVE, Pharr, Texas 78577,** Phone No **(956) 782-2557** for the amount of **$100.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, August 22, 2012** at **2:30 PM** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID(S), bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope(s) and/or package(s) and Bid No(s):
CAP-12-206-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION" &/OR CAP-12-207-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR VAL-BAR SUBDIVISION"
on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address	Physical Location:
Hidalgo County New Administration Building	**Hidalgo County New Administration Building**
2812 S. Business Hwy 281	**2802 S. Business Hwy. 281**
Edinburg, Texas 78539	**(Southeast of Canton Rd & Business 281)**
	Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, AUGUST 29, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.).

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 7TH day of **AUGUST, 2012.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: CAP-12-207-08-29-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR VAL BAR SUBDIVISION(S) CAP-12-207-08-29-YSI"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"CAP-12-207-08-29-YSI HIDALGO COUNTY - HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR VAL BAR SUBDIVISION"** and in County's Purchasing Department, Hidalgo County New Administration Building, 2802 S. Business Hwy. 281, (Southeast of Canton Rd & Business 281), Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 29, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR CAP-12-207-08-29-YSI -- HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR VAL BAR SUBDIVISION"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. 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.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

17. DELIVERY INSTRUCTIONS:

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

18. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR VAL BAR SUBDIVISION CAP-12-207-08-29-YSI"**
  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:

Marcie Jackson, Administrative Assistant
Hidalgo County Precinct # 2
302 E. State
Pharr, Texas 78577
Telephone No: 956-787-1891

19. Schedule of Events

Pre-Bid Meeting, 2:30 PM	**AUGUST 22, 2012**
Bid Opening, 9:30 AM	**AUGUST 29, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

20. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

21. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

22. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or

contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

24. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. 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.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

COPY

BIDDERS ACKNOWLEDGEMENT
Bid for
"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR VAL BAR SUBDIVISION(S)"
HIDALGO COUNTY
BID NO: CAP-12-207-08-29-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: REM Construction Inc.
Address: 9612 N. Stewart Rd., Mission TX
By: Miguel A. Ramos
Printed Name: Miguel A. Ramos
Title: President

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, AUGUST 29, 2012 at 9:30 a.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as **"BID- CAP-12-207-08-29-YSI -- HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR VAL BAR SUBDIVISION".**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Cerfication by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): Border Colonia Access Program Project - Round 2 **"BID- CAP-12-207-08-29-YSI -- HIDALGO COUNTY PRECINCT 2 - ROAD & DRAINAGE CONSTRUCTION FOR VAL BAR SUBDIVISION"**

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **60 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to R. Gutierrez Engineering Corporation, 130 E. Park, Pharr, Texas 78577 attn: Ramiro Gutierrez, P.E. and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who signs bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD CONSTRUCTION OF VAL BAR ESTATES SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
110	1,191.00	CY	Excavation (Roadway) Six Dollars and Ninety Four Cents Per Cubic Yard	$ 6.94	$ 8,265.54
132	7.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C) Seven Dollars and Fifty three Cents Per Cubic Yard	$ 7.53	$ 52.71
164	711.00	SY	Cell Fiber Seeding (Temp)(Warm) No Dollars and Fifty Four Cents Per Square Yard	$ .54	$ 383.94
164	711.00	SY	Cell Fiber Seeding (Temp)(Cool) No Dollars and Fifty Four Cents Per Square Yard	$ .54	$ 383.94
164	1,422.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) No Dollars and Fifty Eight Cents Per Square Yard	$ .58	$ 824.76
247	614.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (10") Twenty Five Dollars and Forty Five Cents Per Cubic Yard	$ 25.45	$ 15,626.30

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD CONSTRUCTION OF VAL BAR ESTATES SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	2,946.00	SY	Lime Treatment for Base Courses (6") Two Dollars and Ninety Eight Cents Per Square Yard	$ 2.98	$ 8,779.08
260	10.50	TON	Lime (TY A or B) Two Hundred Eleven Dollars and Eighty Seven Cents Per Ton	$ 211.87	$ 2,224.64
310	513.00	GAL	Prime Coat (MC-30) Five Dollars and Thirty Seven Cents Per Gallon	$ 5.37	$ 2,754.81
340	2,566.00	SY	Asph. Conc. Pav. TY "D" (1 1/2") Eight Dollars and Thirty one Cents Per Square Yard	$ 8.31	$ 21,323.46
464	68.00	LF	RCP (CL III) (18") Thirty Seven Dollars and Twenty Six Cents Per Linear Foot	$ 37.26	$ 2,533.68
467	2.00	EA	Safety End Treatments (18") (6:1) Six Hundred Seven Dollars and Ninety two Cents Per Each	$ 607.92	$ 1,215.84

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD CONSTRUCTION OF VAL BAR ESTATES SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (In figures)	Total (In figures)
502	2.00	MO	Barricades, Signs & Traffic Handling Five Hundred Sixty Six Dollars and Sixty Nine Cents Per Month	$ 566.69	$ 1,133.38
506	168.00	SY	Construction Exits (Ty II)(Install) Twenty Dollars and Twenty Nine Cents Per Square Yard	$ 20.29	$ 3,408.72
506	168.00	SY	Construction Exits (Ty II)(Remove) Four Dollars and Sixty three Cents Per Square Yard	$ 4.63	$ 777.84
506	24.00	LF	Temp Sediment Control Fence Two Dollars and Sixty Seven Cents Per Linear Foot	$ 2.67	$ 64.08
529	1,650.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) Nine Dollars and Fifteen Cents Per Linear Foot	$ 9.15	$ 15,097.50
530	357.00	SY	Driveways (Ty PRB-1) Sixteen Dollars and Fifty three Cents Per Square Yard	$ 16.53	$ 5,901.21

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD CONSTRUCTION OF VAL BAR ESTATES SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
530	153.00	SY	Driveways (CONCRETE) Fourty one Dollars and Ninety Nine Cents Per Square Yard	$ 41.99	$ 6,424.47
531	22.00	SY	Concrete Sidewalk (4") Thirty Eight Dollars and Six Cents Per Square Yard	$ 38.06	$ 837.32
560	29.00	EA	Mailboxes (Single) One Hundred Seventy Two Dollars and Eight Cents Per Each	$ 172.08	$ 4,990.32
644	1.00	EA	Small Road Sign Assemblies (Ty A) Four Hundred Twenty Six Dollars and Seven Cents Per Each	$ 426.07	$ 426.07
			One Hundred Three Thousand Four Hundred Twenty Nine Dollars and Sixty one Cents Total Base Bid Amount	$	$ 103,429.61

OPENED
9:49
8-29-12
Witnessed

HIDALGO COUNTY PRECINCT #2 BORDER COLONIA ACCESS PROGRAM PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____ _____ as Principal, and _____ _____ as Surety, are hereby held and firmly bound unto _____ _____ as OWNER in the penal sum of _____ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, REIM Construction, Inc.

9612 Stewart Rd, Mission, Texas 78573

_____ as Principal, hereinafter called the Principal,

and the Western Surety Company ,

of P.O. Box 5077, Sioux Falls, SD 57117-5077 , a corporation duly organized under

the laws of the State of South Dakota , as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County Purchasing Department as Obligee, hereinafter called the Obligee,

in the sum of *** FIVE PERCENT OF TOTAL AMOUNT BID ***

Dollars (5% TAB) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Road and Drainage Construction for Val Bar Subdivision - Hidalgo County Precinct No. 2

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of August, 2012.

_____ Witness

REIM Construction, Inc. (Seal)
Principal

_____ President
Title

_____ Witness

Western Surety Company

By _____
Pat J. Moore, Attorney-in-Fact

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-12-207-10-23

This Agreement, entered into this **23rd** day of **October, 2012** by and between Hidalgo County (hereinafter called the "OWNER," and, **REIM Construction, Inc.** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

HIDALGO COUNTY PRECINCT #2 – ROAD & DRAINAGE CONSTRUCTION FOR VAL BAR SUBDIVISION

Hereinafter called the project, for the sum of **One Hundred Three Thousand Four Hundred Twenty-Nine and Sixty-One Cents ($103,429.61)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2012.

CONTRACTOR: Miguel A. Ramos
Print Name & Title: Miguel A. Ramos
Name of Firm: REIM Construction, Inc.

Address: 9612 N. Stewart Rd.
Mission, Texas
Fed I.D. #/SS #: 26-0477105

YADIRA YVETTE GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES JUNE 18, 2013

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 7th day of November, 2012, by President Of and on behalf of REIM Construction, Inc.
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Hidalgo County Department of County Affairs
100 N. Closner, Room 303
Edinburg, Texas 78539

BY: _____
Assistant District Attorney

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

Miguel A. Ramos, being first duly sworn, deposes and says that:

(1) He is President, of RELM Construction, Inc. the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Miguel A. Ramos

President.
(Title)

Subscribed and sworn to before me on this 29th

Day of August, 2012

Yadira Yvette Garcia

Secretary

Title

YADIRA YVETTE GARCIA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
JUNE 18, 2013

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

BOND NO. 929552698

THE STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS: That we (1) REIM CONSTRUCTION, INC., a (2) CORPORATION, hereinafter called Principal and (3) CONTINENTAL CASUALTY COMPANY of ILLINOIS, hereinafter called the Surety, are held and firmly bound unto (4) THE COUNTY of HIDALGO, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of ONE HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-NINE & 61/100 ($ 103,429.61) Dollars in lawful money of the United States to be paid in (5) EDINBURG TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) HIDALGO COUNTY, the Owner, dated the 23RD day of OCTOBER, A.D. 2012, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #2 – ROAD & DRAINAGE CONSTRUCTION FOR VAL BAR SUBDIVISION

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or

addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 6TH day of NOVEMBER _____. A.D., 2012.

ATTEST:

(Principal) Secretary

(Seal)

Witness as to Principal

Mission TX
(Address)

Principal REIM CONSTRUCTION, INC.

By _____

(Address) 9612 STEWART RD., MISSION TX 78573

Telephone Number: (956) 580-2675

CONTINENTAL CASUALTY COMPANY
Surety

ATTEST:

Lisa Ortz
(Surety) Secretary

(Seal)

Witness as to Surety

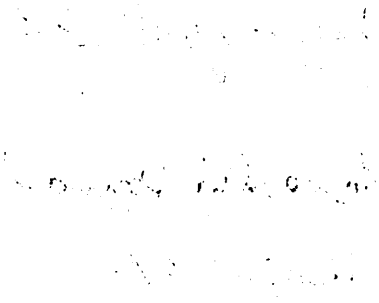
By _____
BETTY J. REEH, ATTORNEY-IN-FACT

(Address) 333 S WABASH AVE.
CHICAGO, IL 60604

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: 803-735-0672 (Address)







PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)

Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is $24.66 per thousand. Total amount of premium charge $ 2,551.00.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND

(To be used in Texas under V.A.T.S. 5160)

BOND NO. 929552698

THE STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS: That we (1) REIM CONSTRUCTION, INC., a (2) CORPORATION OF MISSION, TEXAS, hereinafter called Principal and (3) CONTINENTAL CASUALTY COMPANY of CHICAGO, State of ILLINOIS, hereinafter called the Surety, are held and firmly bound unto (4) THE COUNTY of HIDALGO, hereinafter called Owner, in the penal sum of ONE HUNDRED THREE THOUSAND, FOUR HUNDRED TWENTY-NINE & 61/100 ($ 103,429.61) Dollars in lawful money of the United States to be paid in (5) EDINBURG, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) HIDALGO COUNTY, the Owner, dated the 23RD day of OCTOBER, A.D. 2012, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #2 - ROAD & DRAINAGE CONSTRUCTION FOR VAL BAR SUBDIVISION

hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract
(7) Correct name of Contractor
(8) A Corporation, a Partnership or an Individual, as case may be
(9) Correct name of Surety
(10) Correct name of Owner
(11) County and State
(12) Owner
(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on

this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 6TH day of NOVEMBER _____. A.D. 2012

ATTEST:

(Principal) Secretary

(Seal)

Witness as to Principal

Mission, TX
(Address)

Principal REIM Construction
By

(Address) 9612 N. Stewart Rd.
Mission TX 78573
Telephone Number: (956) 580-2675

CONTINENTAL CASUALTY COMPANY
Surety

ATTEST:

(Surety) Secretary

(Seal)

Witness as to Surety

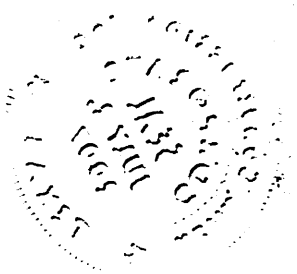
By

(Address) 333 S. WABASH AVE., CHICAGO, IL 60604

Telephone Number: 803-735-0672

5726 HAUSMAN RD., #100, SAN ANTONIO, TX 78249
(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.





PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)

Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address) (Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____ _____, who signed the said bond on behalf of the Principal was then _____ _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is $24.66 per thousand. Total amount of premium charge $ 2,551.00.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Pat J Moore, Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Individually, of San Antonio, TX
Michael D Hendrickson, Jennifer J Clark, Individually, of Irving, TX

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 6th day of June, 2012.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 6th day of June, 2012, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2015

J. Mohr — Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 6th day of November, 2013.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult — Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at:

CNA Surety
333 South Wabash
Chicago, IL 60604

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

7 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

Form F8277

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company:

CNA Surety
333 South Wabash
Chicago, IL 60604

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 929552698 _____.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
333 South Wabash
Chicago, IL 60604

Telephone: (312) 822-5000

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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.

Insurance Requirement Acknowledgment

I, Miguel A. Ramos authorized representative for REIM Construction Inc.,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☑ have already been met, see attached copy of insurance certificate.

Authorized Representative

8-29-2012
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Miguel A. Ramos, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: ✓ _____.

3. Certificates: ✓ _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Miguel A. Ramos
Authorized Signature

8-29-12.
Date

REIM Construction Inc.
Company

9612 N. Stewart Rd.
Address

Mission TX 78573.
City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

SAMPLE

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	*GENERAL LIABILITY* ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	*AUTOMOBILE LIABILITY* ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	*EXCESS LIABILITY* ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	*WORKERS COMPENSATION AND EMPLOYER'S LIABILITY*				WC STATU-TORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2011

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 IBTX Risk Services SAT 5726 Hausman Road Suite 100 San Antonio TX 78249	CONTACT NAME: Rosa Maughan PHONE (A/C, No, Ext): (210) 696-6588 FAX (A/C, No): (210) 697-8414 E-MAIL ADDRESS: service@ib-tx.com
INSURED (956) 580-2075 REIM Construction, Inc. 9612 Stewart Rd Mission TX 78573	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Casualty Company — 20443 INSURER B: Valley Forge Insurance Company — 20508 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 11911 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			5082720560	1/1/2012	1/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			5082720574	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			5082720543	1/1/2012	1/1/2013	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5082720557	1/1/2012	1/1/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $

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

The General Liability and Auto policies include blanket automatic additional insured and primary noncontributory endorsements [GL form CG70850510 and Auto form CA71651007] and the General Liability, Auto and Workers Comp policies include blanket automatic waiver endorsements. These endorsements provide these features only when there is a written contract between the named insured and the certificate holder requires them. The Gen Liab, Auto and Work comp policies includes a blanket notice of cancellation to certificate holders endorsement providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium and 10 days notice after the policy is canceled for nonpayment of premium. This notice is only applicable when there is a written contract between the named insured and the certificate holder requires it. Notice

CERTIFICATE HOLDER

Hidalgo County
2812 S Highway Bus. 281
Edinburg, Texas 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

Joseph H. Clayton

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GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm R. Gutierrez Engineering Corporation.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall be advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or

work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State

agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not

include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*–Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*–The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*–The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*–The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*–Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*–A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*–The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*–The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*–The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*–The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*–See paragraph 11.01.A for definition.

17. *Drawings*–That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*–The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*–The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*–An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*–A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*–Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*–The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*–The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*–Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*–Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*–A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*–The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*–A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*–The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*–Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*–Polychlorinated biphenyls.

33. *Petroleum*–Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*–The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*–The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*–Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*–The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*–Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*–All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*–Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*–That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*–An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*–The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*–That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*–A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*–All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*–Work to be paid for on the basis of unit prices.

48. *Work*–The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*–A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*–A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date, when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the perfomance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the perfomance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the perfomance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. ~~Ten~~ Thirty rl days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

SUPPLEMENTAL GENERAL CONDITIONS (Cont'd)

SC-13.08 Add the following language at the end of Paragraph 13.08

It is the intent of this contract to overlay the existing pavement surface of the roads designated in the plans within the limits shown with one and one-half inches (1½") of compacted hot-mix asphaltic concrete pavement. The unit bid price to be paid on Bid Item 340 will be adjusted if the average thickness of all cores required to be taken for obtaining in-place densities is less than one and three eighths inches (1 3/8"). The adjusted unit bid price for the item will be the unit price bid multiplied by the percent obtained by dividing the average thickness of the cores by the intended thickness. (for example: 1¼" divided by 1½" equals 83.33%)

If average core thickness is below one and one-fourth inches (1¼"), then the contractor will be required to overlay the pavement with another one and one-half inch (1½") mat of hot-mix asphaltic concrete pavement. No adjustments will be made for any average core thickness greater than one and one-half inches (1½"). At the contractor's expense, additional cores can be taken, at random locations, to obtain the average core thickness. All locations of cores will be as approved by the Engineer.

Technical Specifications

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

ITEM 110 EXCAVATION
ITEM 132 EMBANKMENT
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 168 VEGETATIVE WATERING
ITEM 247 FLEXIBLE BASE
ITEM 260 LIME TREATMENT (ROAD MIXED)
ITEM 310 PRIME COAT
ITEM 464 REINFORCED CONCRETE PIPE
ITEM 467 SAFETY END TREATMENT
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER
ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
ITEM 531 SIDEWALKS
ITEM 560 MAILBOX ASSEMBLIES
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

SPECIAL PROVISIONS:Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

SPECIAL PROVISION TO ITEM 247

SPECIFICATION AS PER HIDALGO COUNTY for Colonia Program: (Enclosed herewith)

ITEM 340 Hot Mix Asphaltic Concrete Pavement

General: The above listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004).

GENERAL NOTES AND STANDARD SPECIFICATIONS

CONSTRUCTION GENERAL NOTES

This project will have Calendar Day (CD) Definition for working day.

Upon the request of the Engineer, the Contractor shall furnish to the Engineer a typed narrative report, signed and dated by the Contractor, outlining the manner of prosecution of work that he intends to follow in subsequent thirty-day period.

The Contractor shall contact the local power companies prior to commencing construction. The Contractor shall coordinate with the power companies for the raising/relocation of power lines where deemed necessary by the Engineer or the Contractor to effect the proposed construction (subsidiary to the various bid Items).

The Contractor's attention is directed to the possible presence of underground utilities on the Right of Way on this project. It is the responsibility of the Contractor to call for locates 48 hours in the advance of excavation or drilling. It shall be the Contractors responsibility to maintain a minimum clearance of two feet (24-inches) plus the width of the line between marked and unexposed facilities and the cutting edge or point of any power-operated excavating or earth-moving equipment. If excavation is required within the 24-inch distance (measured horizontally), the excavation should be performed very carefully with hand tools and without damage to the existing utilities.

Subcontractors also must file their own locate requests. Even if previous marks are on the ground, the subcontractor is still responsible for filing a locate request.

The Contractor will be responsible for damages to the utilities if the damage is caused by negligence or failure to have locates performed. All costs involved in locating existing utilities shall be considered subsidiary to various bid Items.

The Contractor shall coordinate the clearing and grubbing, excavation and removal and replacement of culverts/structures along the outfall channels with any utility companies whose facilities are encountered.

Control points are to be supplied by the Engineer prior to commencing work. The Contractor shall be responsible for maintaining an accurate vertical and horizontal control throughout the contract.

All material testing to be performed by Owner's independent testing laboratory. All testing to be performed when according to the Contractor, the Item is ready for testing. All tests not meeting the required specifications will be paid for by the Contractor. This cost will be deducted from his final estimate.

ITEM 5. CONTROL OF THE WORK

To ensure accurate measurement for final pay quantities and to facilitate the Engineer's check on the Contractor's survey work, the Contractor shall be required to set construction stakes based on plan stations and at 100 ft. Maximum intervals or as directed by the Engineer.

ITEM 6. CONTROL OF MATERIALS

The Contractor will be required to furnish the Engineer the maximum gross weights, including loads, for all vehicles, including trucks, truck-tractors, trailers, semi-trailers or any combination of such vehicles used to deliver materials to the project. Maximum gross weights are to be determined in accordance with Item 6, Article 6.7 of the Standard Specifications.

ITEM 100. PREPARING RIGHT OF WAY

Unless otherwise authorized by the Engineer, all obstructions, objectionable material and concrete shall be disposed of by hauling it to disposal sites arranged for by the Contractor and satisfactory to the Engineer.

The area outside the clear zone or back slope intercept line, whichever is greater, shall remain in its natural condition, unless otherwise directed by the Engineer.

In accordance with Migratory Bird Treaty Act, during the months of March 1st thru September 1st, the Contractor shall conduct a survey to determine if nests are present within the ROW. If migratory bird nests are found, the Contractor shall not disturb the nesting area until the young have fledged. Pruning, mowing, or any activities that can disturb the nests shall not be conducted until after September 1st or birds have fledged.

Work performed for Preparation of Right-of-Way will not be paid for directly, but shall be considered subsidiary to the various bid items.

ITEM 132. EMBANKMENT

The percent of density, as determined by test method Tex-113-e, shall be a minimum of 95 percent. Density tolerances will be permitted.

The securing of embankment material by the excavation of ditches for beneficial drainage purposes, the removal of spoil banks, and the removal of hills for land leveling within 200 feet of any public road will be permitted, provided that selection criteria is met.

Embankment (DENS CONT) shall be Type C with a max. PI of 40.

Borrow used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

The Contractor's attention is called to the fact that the preliminary test will require approximately 15 days and it is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 164. SEEDING FOR EROSION CONTROL

Cellulose fiber mulch seeding shall be applied in areas designated on the plans or as directed by the Engineer. Prior to seeding, the areas designated shall be finished to a smooth surface for a uniform application of seed.

Seeding shall be accomplished by the Hydromulch method in two applications as shown below:

1st application –
Grass seed and fertilizer
2nd application –
Cellulose Fiber Mulch shall be applied according to the
Rate shown in the Standard Specification Book.

Reseeding

Areas requiring reseeding due to the non-establishment of sufficient vegetative cover, shall be reseeded in accordance with Items 164 and 168. The cost for reseeding shall be considered subsidiary to Item 164.

Areas to receive fertilizer are the same as shown for Item 164.

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent Phosphorous and 5 percent Potassium. Fertilizer shall be homogenized. Cost for "Fertilizer" will not be paid for directly but shall be considered subsidiary to Item 164.

Water shall be applied uniformly over areas after seeding or sodding as directed by the Engineer in accordance with applicable provisions of Item 168, "Vegetative Watering". Cost for "Vegetative Watering" will not be paid for directly but shall be considered subsidiary to Item 164.

In addition, the Contractor shall be responsible for a 70% grass coverage in order to comply with stabilization requirements. Vegetative coverage shall be uniform. During this period, water equipment shall be metered and operated under pumping pressure capable of delivering the required quantities of water necessary. Each cycle shall be executed twice weekly, or as directed by the Engineer. Water shall be applied in such a manner as to ensure adequate moisture and be maintained on the grass seeding and not erode the soil in place. During periods of adequate moisture as determined by the Engineer, mechanical watering may not be required. In addition to metering the water equipment, the Contractor shall upon request of the Engineer, provide a logbook showing daily water usage and receipts of water applied.

Upon establishment of 70% vegetative coverage as determined by the Engineer, the Engineer shall have the option to require the Contractor to continue watering as specified for a period not to exceed 30 days.

The basis of the estimate below establishes the approximate quantity of water required to complete one (1) full watering cycle:

*Grass Areas	Gallons/SY	SY	Total Gallons (Minimum)
Back of Curb to R.O.W.	1.4	1,422	1,991

ITEM 216. ROLLING (Proof)

The subgrade will be proof-rolled prior to placement of base course. Work for proof-rolling shall be done in accordance to Item 216 "Rollling (Proof)", except for measurement and payment. This work will not be paid for directly but shall be considered subsidiary to the various bid items.

ITEM 247. FLEXIBLE BASE

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base TY E GR 4 (caliche base) does not meet the requirements of TY A GR 1 base material.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 psi Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

All surplus base not used on the project will remain the property of Hidalgo County and will be delivered to the Precinct 2 yard in Pharr, Texas.

ITEM 260. LIME TREATMENT (ROAD MIXED)

Soft Spots in the Subgrade may be required to receive lime stabilization if directed by the Engineer. Adding, mixing, etc., of the lime for soft spots will not be paid for directly, but shall be considered subsidiary to the the various bid items. Lime used for soft spots will be measured and paid for under bid Item "Lime".

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the lime-treated Flexible Base course. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Flexible Base course. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

ITEM 300. ASPHALT'S, OILS AND EMULSIONS

Temporary ramps/detours and driveways may be performance grade 64-22.

ITEM 301. ASPHALT ANTISTRIPPING AGENTS

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight. If the Hamburg cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime.

ITEM 310. PRIME COAT (CUTBACK ASPHALTIC MATERIAL)

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing base areas within the project limits shall be primed, including turnouts and radii, at the rate of 0.3 gal/sy.

ITEM 340. HOT MIX ASPHALTIC CONCRETE PAVEMENT

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the travelling public with asphaltic material.

Lime shall be used as an anti-stripping agent for this project. The Contractor will note the requirements of this Item on thorough mixing. The Contractor shall ensure thorough mixing of the lime and aggregates by mechanical means as approved by the Engineer.

ITEM 464. REINFORCED CONCRETE PIPE

The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer. Do not use mortar joints.

ITEM 467. SAFETY END TREATMENT

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 502. BARRICADES, SIGNS AND TRAFFIC HANDLING

The Traffic Control Plan for this project shall be as shown in the plans, as detailed on the "Barricade and Construction Standard" Sheets and as provided for in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replaceable sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Plastic drums shall be used in accordance with the plans and manufacturer's recommendations as approved by the Engineer.

ITEM 529. CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

ITEM 530. DRIVEWAYS AND TURNOUTS

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

ITEM 531. SIDEWALKS

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 30-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 560. MAILBOX ASSEMBLIES

The existing mailbox assembly shall be relocated and adjusted by the Contractor as required to allow for the proposed construction operations. The Contractor shall coordinate the mailbox relocation and adjustment with the local Post Office and mail delivery person. All work to adjust the mailboxes will not be paid for directly, but shall be considered subsidiary to this Item.

ITEM 644. SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices".

All signs shall be erected according to the locations shown on the signing layout sheets except that the Engineer may shift a sign in order to secure a more desirable location. The Contractor will stake all sign locations as shown in the plans and approved by the Engineer. It is the intent of the plans to erect all

roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, the Contractor will be required to provide aluminum type of sign blanks as provided for under Item 636 for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed by the Engineer and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

The Contractor shall remove the complete sign installation and separate the sign post at the concrete foundation. The Contractor shall dispose of the concrete foundation in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain the property of the County. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by Hidalgo County. The Contractor will be required to haul the removed sign material to the Precinct 2 yard in Pharr, Texas. No signs shall be removed without prior approval of the Engineer.

All excess excavation shall be spread uniformly inside the Right of Way as directed by the Engineer and shall be included in the price of this item.

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: [signature]
Print Name: Miguel A. Ramos
Title: President
Telephone Number: (956) 580-2675
Date: 8-29-12

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
REIM Construction Inc.

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
9612 N. Stewart Rd.

Requester's name and address (optional)

City, state, and ZIP code
Mission TX 78573

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
26 - 0477105

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Amy Lee Roman Date ▶ 11-07-12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: REM Construction **Telephone No.** (956) 580-2675

dba Name:

Legal Name: REM Construction Inc.

Mailing Address : 6612 N. Stewart **Fax No.** (956) 580-4032

Physical Address: "same"

City, State, Zip Mission TX 78573 **Tax I.D. No.** 26-0477105

Remit to Address : "same" **City, State, Zip**

E-Mail Address: miguelr@remconstruction.com

Representative(s) Name(s) & Title(s) Miguel A. Ramos

Type of Organization (check one): ____ Individual ____ Partnership ✓ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No.____ (Please attached completed W-9 form with this application)**Federal Identification No. or (if individual) SS No.**

State of Incorporation: Texas **Date:** July 07 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ✓ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Miguel A. Ramos, President Fidel Ramos Vice President

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office: ____ **Entry Date:** ____ **Vendor No.:** ____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☒No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2012 02359186

Instrument Number: 2012-2359186

As

Recorded On: November 14, 2012 **Recording**

Parties: **Billable Pages: 1**

To **Number of Pages: 2**

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-2359186

Receipt Number: 1317180

Recorded Date/Time: November 14, 2012 01:54P

User / Station: I Leal - Cash Station 02

Record and Return To:

ORIGINAL RETURN TO CUSTOMER

TX

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

2359186

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.**

REM Construction Inc.

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.**

Hidalgo County

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

Miguel A. Ramos

11-14-12

Date

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 9th day of November, 2012.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	

Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in

computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Checklist (Required forms for road construction)

Contractor: _____
Contract Amount: _____
Project/Precinct: _____
Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			
				Exhibit E-A

Change Order (BLANK)

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents:

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 — Net % increase(decrease) from original contract price: #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
10% of completed Work:	_____
_____ of stored material	_____
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

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 3 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 Payments is in accordance with the Contract Documents and not defective.

Date: _____

_____
CONTRACTOR

State of Texas
County of Hidalgo
Subscribed and sworn to before me this _____ day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901) ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY.D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____
Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Colonia Testing Requirements Fo

Test Report Table

					Contractor Name				
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Material	Test	Description	Required	Remarks					
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Bell Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bulletin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

Exhibit E-G

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

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:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting 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 _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Exhibit E-J

Payment Schedule

Contractor Name
Starting Date
Project Ending Date
Retainage Percent

Application No.
Application Date:
Period To:
Engineer Firm

Summary													
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No.1	Payment Application No.2	Payment Application No.3	Payment Application No.4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -

Quantity Worksheet

Contractor Name
Starting Date
Project Ending Date
Engineer's / County Project Description

Application No.:
Application Date:
Period To:
Engineers / County Project No.:

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Revised Rates	Value: Quan	Value: Dollars	First Month: Monthly Quan	First Month: QTY to Date	First Month: Item Cost (Monthly)	Second Month: Monthly Quan	Second Month: QTY to Date	Second Month: Item Cost (Monthly)	Third Month: Monthly Quan	Third Month: QTY to Date	Third Month: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		(900) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
2	152	6" Road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
3	247	6" FL BS(Compt in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
8	630	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
9	6249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
10	6249	Tem Sedmt Cont Fence Handling (Removed	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	630	Drwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
12	247	Drwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
13	556	6" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-		-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-D

Project Sign

Texas Department of Transportation
©TxDOT 2006

Your Tax Dollars at Work
Hidalgo County Pct 2

Hector "Tito" Palacios, Commissioner
Border Colonia Access Program

In Partnership with the Texas Department of Transportation

Hidalgo County Pct 2 – Road & Drainage Construction
For
Val Bar Subdivision

Hidalgo County Commissioner's Court

Ramon Garcia	- County Judge
Joel Quintanilla	- Commissioner Pct #1
Hector "Tito" Palacios	- Commissioner Pct #2
Joe M. Flores	- Commissioner Pct #3
Joseph Palacios	- Commissioner Pct #4

Project Contractor: _____

Project Engineer: R. Gutierrez Engineering Corporation

From: marcie.jackson
To: "Yvette Islas"
Subject: Request Final Contract Approval - Val Bar Subdivision
Date: Thursday, December 06, 2012 2:28:19 PM

Yvette,

Please submit:

Approval of final negotiated contract for Precinct 2 – 3rd Call Border Colonias Project: Val Bar Subdivision (CSJ: 3C1080767)

Contractor: REIM Construction
Project Engineer: R. Gutierrez Engineering Corporation
Account Information: Requisition No.227150 - 2-1312-431-00-122-767-1-731 & 733
2-1200-431-00-122-767-0-731

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us

AI-35945 **Purchasing Department 24. D. 1.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Article 3 of Legal Notice to Bidders requesting approval to reject all bids submitted for the following projects:

a. CAP-12-283-11-28-YSI Road & Drainage Construction for Ramirez, Ramirez II, & Ramirez III Subdivisions;
b. C-12-284-11-28-YSI Road & Drainage Construction for Randolph Barnett I Subdivisions;
c. CAP-12-285-11-28-YSI Road & Drainage Construction for Regal Estates Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

no fiscal impact

Attachments

pgs from legal notices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/04/2013 05:14 PM
Auditor's Office	Angela Garcia	01/04/2013 05:39 PM
Form Started By: Yvette Islas		Started On: 12/20/2012 02:17 PM

Final Approval Date: 01/04/2013

LEGAL NOTICE **BID NO:CAP-12-283-11-28-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR RAMIREZ SUBDIVISION UNITS 1, 2 AND 3"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID- CAP-12-283-11-28-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR RAMIREZ SUBDIVISION UNITS 1, 2 AND 3"** and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, NOVEMBER 28, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-CAP-12-283-11-28-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR RAMIREZ SUBDIVISION UNITS 1, 2 AND 3" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

LEGAL NOTICE **BID NO:CAP-12-284-11-28-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR RANDOLPH BARNETT SUBDIVISION NO. 1"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-CAP-12-284-11-28-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR RANDOLPH BARNETT SUBDIVISION NO. 1"** and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, NOVEMBER 28, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS- CAP-12-284-11-28-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR RANDOLPH BARNETT SUBDIVISION NO. 1" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

LEGAL NOTICE **BID NO:CAP-12-285-11-28-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID- CAP-12-285-11-28-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION"** and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, NOVEBER 28, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-CAP-12-285-11-28-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

AI-36049 **Closed Session 25. C.**

CC REGULAR

Meeting Date: 01/08/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Graciela Sanchez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/28/2012 03:41 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Aida Alvarez Started On: 12/28/2012 03:09 PM

Final Approval Date: 01/04/2013

AI-36052 **Closed Session 25. D.**

CC REGULAR

Meeting Date: 01/08/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Mayra Garcia

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/28/2012 03:42 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Aida Alvarez Started On: 12/28/2012 03:18 PM

Final Approval Date: 01/04/2013

AI-36175 **Closed Session 25. E.**

CC REGULAR

Meeting Date: 01/08/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Angelica Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 03:10 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Aida Alvarez Started On: 01/04/2013 03:07 PM

Final Approval Date: 01/04/2013

AI-35832 **Closed Session 25. F.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Alberto Martinez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 11:45 AM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 12/14/2012 11:42 AM

Final Approval Date: 01/04/2013

AI-36127 **Closed Session 25. G.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Edinburg Real Estate Network

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 03:39 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 01/03/2013 03:22 PM

Final Approval Date: 01/04/2013

AI-36114 **Closed Session 25. H.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4070-12-F; Maricela Gutierrez v. County of Hidalgo and Joel Quintanilla

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 01:08 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 01/03/2013 11:57 AM

Final Approval Date: 01/04/2013

AI-36166 **Closed Session 25. I.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted For: Steve Crain **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Claim No. 31C-213-00121

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 02:52 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Angela Garcia Started On: 01/04/2013 01:27 PM

Final Approval Date: 01/04/2013

AI-36172 **Closed Session 25. J.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Balderas v Hidalgo County; 7:12-cv-00042

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 02:55 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Angela Garcia Started On: 01/04/2013 02:49 PM

Final Approval Date: 01/04/2013

AI-36050 **Open Session 26. C.**

CC REGULAR

Meeting Date: 01/08/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Graciela Sanchez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/28/2012 03:41 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Aida Alvarez Started On: 12/28/2012 03:13 PM

Final Approval Date: 01/04/2013

AI-36053 **Open Session 26. D.**

CC REGULAR

Meeting Date: 01/08/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Mayra Garcia

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/28/2012 03:42 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Aida Alvarez Started On: 12/28/2012 03:20 PM

Final Approval Date: 01/04/2013

AI-36176 **Open Session 26. E.**

CC REGULAR

Meeting Date: 01/08/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Angelica Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 03:10 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Aida Alvarez Started On: 01/04/2013 03:09 PM

Final Approval Date: 01/04/2013

AI-35833 **Open Session 26. F.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Alberto Martinez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 11:45 AM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 12/14/2012 11:43 AM

Final Approval Date: 01/04/2013

AI-36128 **Open Session 26. G.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Edinburg Real Estate Network

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 03:39 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 01/03/2013 03:25 PM

Final Approval Date: 01/04/2013

AI-36115 **Open Session 26. H.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4070-12-F; Maricela Gutierrez v. County of Hidalgo and Joel Quintanilla

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 01:08 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Monica Badillo Started On: 01/03/2013 11:59 AM

Final Approval Date: 01/04/2013

AI-36171 **Open Session 26. I.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

EEOC Claim No. 31C-213-00121

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 02:52 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Angela Garcia Started On: 01/04/2013 02:48 PM

Final Approval Date: 01/04/2013

AI-36173 **Open Session 26. J.**

CC REGULAR

Meeting Date: 01/08/2013

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Balderas v Hidalgo County; 7:12-cv-00042

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 02:55 PM
Purchasing Department	Angela Garcia	01/04/2013 05:39 PM

Form Started By: Angela Garcia Started On: 01/04/2013 02:49 PM

Final Approval Date: 01/04/2013