AI-37772 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and action on request by the Texas Municipal Police Association for the waiving of $5 administrative fee for Hidalgo County Adult Probation Association members and consideration of payroll deduction for the Texas Police Trust insurance.

BACKGROUND

The $5 administrative fee is what is being considered to be waived.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact to the County - Payroll Deduction Option

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 10:30 AM
Roland Garcia	Rolando Garcia	03/22/2013 09:23 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: SANDRA DELEON Started On: 03/19/2013 02:13 PM

Final Approval Date: 03/22/2013

Zimbra **sandra.deleon@co.hidalgo.tx.us**

Fw: Texas police trust deduction

From : Michael Zellers <mzellers3587@msn.com> Fri, Feb 22, 2013 01:31 PM

Subject : Fw: Texas police trust deduction 1 attachment

To : public info <public.info@co.hidalgo.tx.us>

Good afternoon. My name is Michael Zellers, and I am a Field representative for the Texas Municipal Police Association. We represent the Hidalgo County Sheriff's Association and the Hidalgo County Adult Probation Officer's Association. Our total membership is currently about 220 employees. We would like to offer a short term disability insurance for our members. This insurance is unlike others being offered because it covers members on and off duty, even if the employee is covered by workers comp. Can we possibly get a payroll deduction slot so that we can offer this benefit to our members? I am attaching one one the benefit flyers to this email along with my contact information. Please let me know if I can be of any assistance.

Michael Zellers
Field Representative
Texas Municipal Police Association
(956) 655-1200

tmpa-onepage-ccemail.pdf
382 KB

TEXAS
Police Trust

Disability Coverage provides peace of mind

Texas Police Trust's disability coverage is available to members of participating unions and associations who are full-time police officers. Our plans are simple and effective and provide you with the coverage that all police officers should have. Best of all, our disability coverage plans pay **both on and off the job!**

Plan A $29.95 per month

$1,000 per month for **accidents only** on or off the job. Benefit is payable for up to 12 months. Coverage starts on the 8th day. Plan A has no sickness or illness coverage.

Plan B $39.95 per month

Accidents: $1,000 per month for accidents on or off the job. Benefit is payable for up to 12 months. Coverage starts on the 8th day.

Illness or sickness: Coverage provides $1,000 per month. Benefit is payable for up to 12 months. Coverage starts on the 8th day.

Plan C $56.95 per month

Accidents: $1,500 per month for accidents on or off the job. Benefit is payable for up to 12 months. Coverage starts on the 8th day.

Illness or sickness: Coverage provides $1,500 per month. Benefit is payable for up to 12 months. Coverage starts on the 8th day.

- Pre-existing conditions are **not covered** for twelve months from effective date.
- Accidents are paid for 12 **consecutive** months from the date of accident. You must be disabled by a licensed physician within 30 days of your accident.
- Each Disability plan includes a $25,000 accidental death benefit.

Contact a Texas Police Trust representative today for more information.

800.846.1167
832.200.3411
www.texaspolicetrust.com

Zimbra **sandra.deleon@co.hidalgo.tx.us**

Fwd: meeting agenda for 03-23-2013

From : Jaime Longoria <jaime.longoria@co.hidalgo.tx.us> Wed, Mar 06, 2013 11:53 AM
Subject : Fwd: meeting agenda for 03-23-2013
To : Sandra de Leon <sandra.deleon@co.hidalgo.tx.us>

Please place on tuedays agenda. Cc norma garcia plz.

Jaime Longoria

Begin forwarded message:

From: Michael Zellers <mzellers3587@msn.com>
To: jaime.longoria@co.hidalgo.tx.us
Subject: meeting agenda for 03-23-2013

Good afternoon Mr. Longoria. I was wondering if we could place the waiving of fees for payroll deduction on the meeting of 3-26-13? Myself and Sgt. Rudy Salinas of the Hidalgo Sheriff's Office will not be available on the earlier dates. I am also attaching the information about the Texas Police Trust insurance that we would like a deduction slot for. Attached is a flyer and below is some other information of how it is different from current dissability insurance being offered to deputies. Please let me know if you need anything.

Michael Zellers
Field Representative
Texas Municipal Police Association
(956) 655-1200

The Texas Police Trust was originally established by the Houston Police Officers' Union in the early 80's. They specialize in disability coverage for full time Peace Officers in the state of Texas. Where the TPT coverage excels is in the fact they pay both on and off the job. Many of the city sponsored plans are off the job or non-occupational policies. In fact, the coverage was once called "extra job" insurance

<Texas Police Trust flyer.pdf>

AI-37885 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: COUNTY JUDGE

Information

CAPTION

Resolution honoring La Union del Pueblo Entero

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	03/22/2013 01:22 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Angela Garcia Started On: 03/22/2013 12:32 PM

Final Approval Date: 03/22/2013

AI-37858 **County Judge's Office 6. D.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Authorization for the County Judge to sign a letter of Modification to the Grant Period of Performance to the United States Department of Energy regarding the Energy Efficiency Block Grant Project

BACKGROUND

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 09:45 AM
Erika Zamora	Obdett Calzada	03/22/2013 10:27 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/22/2013

Final Approval Date: 03/22/2013

March 26, 2013

Mr. Todd G. Allen
Energy Project Specialist—Golden Office
U.S. Department of Energy
Office of Energy Efficiency and Renewable Energy

Mr. Allen:

Please accept this letter as Hidalgo County's formal request for a Grant Performance Period Modification for the Grant Number EE0000912. As you are well aware, Hidalgo County undertook a variety of activities with the award including developing an Energy Strategy, providing for a feasibility study for the commuter rail system and numerous energy efficient projects such as the retrofitting of some of our buildings with energy efficient lighting and controls. One other noteworthy activity is the replacement and in some cases the installation of solar powered lights in various locations throughout the County. The performance period expires March 31, 2013, hence the request for a modification to the performance period.

The reason for this request is two-fold. As many of our "construction" projects were completed and equipment such as the data loggers were purchased, the team recognized that there would be a small amount available. The grant team developed two possible uses for the remainder. Plan A called for the installation of a new, energy efficient HVAC unit at one of our high traffic buildings. This building houses our Health Department Administration, our Emergency Operations Center and our Planning Department. Plan B called for the development of an Energy Efficiency Outreach Campaign for county staff and the public at large. Both activities proved to be ineligible under this grant because new "activities" would need to be developed. Thus, we found ourselves with 0.59% ($20,916.14) of the total grant left to appropriate. I hereby request that we be allowed to use the remainder for the procurement and installation of solar lights in the colonias.

The first time installation of solar lights in colonias has served various purposes within the County. The most obvious of course is the added safety for residents living in these

communities. Many of these areas are located in rural portions of the County and traditional street lights are rare or non-existent. For residents, driving to and from work or school danger abounds because of poor lighting. In addition, crime rates tend to be higher in areas where there is poor lighting. Because of these solar powered lights, residents in these communities can sleep a bit better at night. County officials are better able to address the security needs of these residents while at the same time providing an “off the grid” alternative for this security.

For this reason, the County is requesting that we be allowed to procure and install four solar lights in Hoehn Subdivision. The lights would be installed at four major intersections of the subdivision and provide a safer and more energy efficient entryway to the colonia for its 441 residents. This project fits nicely within Solar Lights for Colonias activity already funded by the Department of Energy Grant described above. In addition, upon approval to proceed from the Department, the County is ready to move forward with an approved vendor who has vast experience with previous projects. To further expedite the project, plans and specs have already been drawn up and the project is ready to move forward and completed within thirty days. For your review, I have attached a detailed spending plan for the activity described above.

In closing, I am asking that you consider our request for an Grant Period Modification and allow us to expend the remaining funds as per our request. Feel free to contact me should you have any questions and or concerns.

Sincerely,

Ramon Garcia
County Judge

AI-37676 **County Judge's Office 6. E.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Michael Leo **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation by Hidalgo County MPO on Bicycle Safety/Safe Passing Awareness

BACKGROUND

Brief video presentation, no backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2013 09:46 AM
Roland Garcia	Rolando Garcia	03/22/2013 09:30 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: SANDRA DELEON Started On: 03/14/2013 08:35 AM

Final Approval Date: 03/22/2013

AI-37528 **County Judge's Office 6. F.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Requesting permission by CASA of Hidalgo County, Inc. to use open forum area of the courthouse for Candlelight Vigil to be held on April 03, 2013 (including the posting of banner and wooden cross to represent children who lost their lives)
2. Approval of Proclamation recognizing the month of April as National Child Abuse Prevention Month - CASA

BACKGROUND

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 04:12 PM
Roland Garcia	Rolando Garcia	03/22/2013 09:34 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/07/2013 02:22 PM

Final Approval Date: 03/22/2013

CASA of Hidalgo County, Inc.

1001 South 10th Ave
Edinburg, Texas 78539
TEL: (956) 381-0346 FAX: (956) 381-9232

CASA
Court Appointed Special Advocates
FOR CHILDREN

Executive Committee

Emilio Santos Jr.
Board Chair

Dr. Mona Parras
Vice-Chair

Daniel Santos
Treasurer

Diana Delgado
Secretary

Advisory Board Members

Alonzo Cantu
Letty Garza
Albert Lopez

Board Members
Darlene Jamison
Dr. Michael Seiba
Dr. Richard Gillette
Sonia Guajardo-Lopez
Johnny Llanas
Lori Fernandez

Executive Director
Diana Almaguer

February 15, 2013

Valde Guerra
Executive Officer
Hidalgo County
2818 S. Bus. Hwy 281
Edinburg TX 78539

Dear Mr. Guerra,

Court Appointed Special Advocates (CASA) of Hidalgo County, Inc. is a 501(c) (3) non-profit organization that speaks for the best interest of abused and neglected children during court proceedings. During fiscal year 2012 a total of 2,685 children were confirmed to be abused and neglected within Hidalgo County.

The month of April is National Child Abuse Awareness & Prevention Month. This month and throughout the year, CASA encourages all individuals and organizations to play a role in making Hidalgo County a better place for families.

CASA and our social services community partners annually organize the Candlelight Vigil in remembrance of the children who have lost their lives due to abuse and neglect. This year our Vigil will take place on Wednesday April 3rd 2013. We would like to use the Hidalgo County Courthouse grounds for this event.

Every year we post our banner outside the courthouse during the month of April as part of the National Abuse and Prevention Month. We would respectfully ask for the County's permission to allow CASA post our banner, (1) wooden cross to represent the child victim who lost their life in 2012, and include the community in a closing moment to release helium balloons into the sky.

We hope to receive a favorable response.

If you have any questions or concerns please contact me at (956) 381-0346 or via email rpena@casaofhidalgo.com

Sincerely,

Rebekah Pena
Volunteer Coordinator

PROCLAMATION

***WHEREAS*, 64,366 victims of child abuse and neglect were confirmed in Texas in Fiscal year 2012; and**

***WHEREAS*, In Hidalgo County Child Protective Services had 7,167 investigations of child abuse and neglect in Fiscal Year 2012; and**

***WHEREAS*, Of those cases investigated for abuse and neglect, a total of 2,685 were confirmed as victims of child abuse and neglect; and**

***WHEREAS*, 1 child fatality was a result of child abuse and neglect; and**

***WHEREAS*, Child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and**

***WHEREAS*, Communities must make every effort to promote programs that benefit children and their families; and**

***WHEREAS*, Effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and**

***WHEREAS*, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment;**

***NOW, THEREFORE*, the Commissioners Court of Hidalgo County, do hereby proclaim the month of April 2013 to be *Child Abuse Awareness and Prevention Month* in Hidalgo County, Texas, and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.**

Dated this 26th day of March, 2013.

Ramon Garcia
Hidalgo County Judge

A.C. Cuellar, Jr.
Commissioner Pct. 1

Hector "Tito" Palacios
Commissioner Pct. 2

Joe M. Flores
Commissioner Pct. 3

Joseph Palacios
Commissioner Pct. 4

AI-37631 **County Judge's Office 6. G.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Rick Alvarez **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and possible action on Census count

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/12/2013 02:57 PM
Roland Garcia	Rolando Garcia	03/15/2013 09:00 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: SANDRA DELEON Started On: 03/12/2013 11:12 AM

Final Approval Date: 03/22/2013

AI-37898 **County Judge's Office 6. H.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, status update and possible action on Hidalgo County's contribution to the TIRZ #1, City of Edinburg, Texas known generally as "The Shoppes at Rio Grande Valley"

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: SANDRA DELEON Started On: 03/22/2013 03:47 PM

Final Approval Date: 03/22/2013

AI-37810 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to authorize Valde Guerra, Executive Officer to sign documents on behalf of Joe Pena pertaining to Right of Way (permits, closing statements, invoices, plats, etc.), in his absence

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 03:02 PM
Erika Zamora	Obdett Calzada	03/22/2013 10:29 AM
Rosalinda Cantu	Rosie Cantu	03/22/2013 02:06 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/20/2013 01:46 PM

Final Approval Date: 03/22/2013

AI-37797 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from Dairyland Insurance Company in the amount of $61.33 to settle County property damages. (Precinct 4)

BACKGROUND

DOL: 01/05/13

Acct #: 3-1100-360-00-000-005-0-000

Attachments

Dairyland Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 12:46 PM
Erika Zamora	Obdett Calzada	03/22/2013 10:28 AM
Olga Garza	Olga Garza	03/22/2013 02:38 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Aida Alvarez Started On: 03/20/2013 10:30 AM

Final Approval Date: 03/22/2013

CP SCOTTSDALE
PO BOX: 8038
Stevens Point WI 54481

Please retain for your records. No. 44239382

1 1 342 13073 RCLM.F2T70SEN
0027020044343875895785420533751

REFERENCE NO. 400823531
CLAIMANT:
COUNTY OF HIDALGO

COUNTY OF HIDALGO
1051 N DOOLITTLE RD
EDINBURG TX 78542-0337

EDINBURG, TEXAS 78542
MAR 19 2013
RECEIVED BY
HIDALGO COUNTY PCT.#4

CL NO. 92A449518
NOT NEGOTIABLE
$*******61.33

20-656B THIS PAYMENT COVERS--SETTLEMENT OF PROPERTY DAMAGE CLAIM

▼ Detach Here ▼

(10/

CLAIM ACCOUNT

No. 44239382

WELLS FARGO BANK OHIO, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

53-382
412

CLAIM NO.	DATE OCC.	INSURED	DATE ISSUED
92A449518	01/05/13	NATALIE ORTIZ	03/14/13

PAYMENT COVERS	AMOUNT
SETTLEMENT OF PROPERTY DAMAGE CLAIM	$*******61.33

SIXTY-ONE AND 33/100 DOLLARS

DAIRYLAND COUNTY MUTUAL INSURANCE COMPANY OF TEXAS

PAY TO THE ORDER OF COUNTY OF HIDALGO

Jerry Brand

⑈44239382⑈ ⑆041203824⑆960003168 1⑈

AI-37619 **IT Department 7. E.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval for Renan Ramirez (CIO) to attend the TAGITM 35th Anniversary Conference at South Padre Island, Texas April 22-25, 2013.

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 through requisition numbers 232967, 232960 & 232966.

Attachments

SPI

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/11/2013 03:30 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Edna Kirby Started On: 03/11/2013 01:32 PM

Final Approval Date: 03/22/2013

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/07/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: I. T. Department
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Renan Ramirez CIO

EVENT INFORMATION

TITLE OF EVENT: TAGITM 35th Anniversary Conference

EVENT DATE(S) FROM: 04/22/13 TO: 04/25/13

DEPARTURE DATE: 04/22/13 RETURN DATE: 04/25/13

LOCATION OF EVENT: CITY: South Padre Island STATE: Texas

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 550.00	✓
Subtotal for Object Code 584	$ 550.00	✓ $
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ 80.00	✓
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 295.41	✓
11. MEALS	$ 147.00	✓
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 522.41	✓
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,072.41	✓ $

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.

Registration: Reg # 233967

Gasoline / Meals Reg: 233960

Lodging Reg # 233966

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

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

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Janie Alejos	3-11-13		292-7085

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

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

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

DEPARTMENT: I. T. Department

DEPARTURE DATE: 4/22/2013 RETURN DATE: 4/25/2013

TO CITY: South Padre Island STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Renan Ramirez CIO

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:	Pearl South Padre	HOTEL PHONE NO:	956.761.6551
ADDRESS OF HOTEL:	310 Padre Boulevard	CONFIRMATION NO.(s):	40010831042
	South Padre Island, Tx 78597		
ROOM RATE:	$ 86.00	PURCHASE ORDER NO.	
NUMBER OF NIGHTS:	3	GENERAL LEDGER ACCT NO:	3-1100-415-00-002-0-583
ROOM RATE:		TOTAL NO. OF ROOMS:	1
NUMBER OF NIGHTS:			
ROOM RATE:		HOTEL TAX RATE:	14.50%
NUMBER OF NIGHTS:			

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 295.41

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	No	IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.	
NAME OF CAR RENTAL COMPANY:	N/A		
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:	N/A		
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) $ 295.41

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

Edna Kirby

From: R [renan.ramirezcanto@gmail.com]
Sent: Wednesday, February 20, 2013 2:05 PM
To: edna.kirby@co.hidalgo.tx.us
Subject: Fwd: Pearl South Padre Reservation Confirmation 40010831042

---------- Forwarded message ----------
From: **Pearl South Padre** <reservations@pearlsouthpadre.com>
Date: Fri, Feb 15, 2013 at 9:11 AM
Subject: Pearl South Padre Reservation Confirmation 40010831042
To: renan.ramirezcanto@gmail.com

Hotel | Local Information | Direction: | Modify Reservation

CONFIRMATION #40010831042

Pearl South Padre
310 Padre Boulevard
South Padre Island TX US 78597
Phone: 956-761-6551
Fax: 956-761-6570
Driving Directions to the Hotel >

GUEST
Renan Ramirez
1902 E 23 St
Mission TX US 78572

ARRIVING:	**DEPARTING:**
04/22/2013	04/25/2013
CHECK IN TIME:	**CHECK OUT TIME:**
3:00 PM	12:00 PM

ROOM RATE
Tagit/ Texas Associatoin
Of Gove

3 nights	86.00 USD
Subtotal (3 nights)	258.00 USD
Taxes	37.41 USD
Fees	0.00 USD
Grand Total	**295.41 USD**

Additional fees may apply
Read complete terms and conditions

ACCOMMODATIONS
282 sq ft; Patio/Balcony, 37" LCD TV, Partial ocean view.

Classic Deluxe Room with King Bed
Uncover a gem on the soft sand and beautiful beaches of South Padre Island

Features:
·268 sq. ft. room accommodations

·Partial views of the island and Gulf of Mexico available
·37" LCD television with *cable* channels and Video on Demand
·High-speed internet access
·Patio/Balcony with table and chairs
·Refrigerator in room

NUMBER OF GUESTS
1 Adult(s) 0 Child(ren)

GUARANTEE
Mastercard **********5065
Deposit not required

CANCELLATION: Cancel by 12PM on 04 19 2013 to avoid $98.47 penalty

The use of a debit card will initiate, at the time of check-in, an immediate deduction from your bank account for your room rate, inclusive of tax, for all room nights plus $50.00 per night for incidentals. Upon check-out, any unused funds will be credited back to your account. Based upon the business rules of your bank, it may take 72 hours or longer for your bank to process this back to your account.

If you have a question about this reservation please contact us by phone 1-855-887-3275 or send us email at reservations@pearlsouthpadre.com. You can obtain more information regarding Pearl South Padre from our website. We thank you for your patronage and wish you a pleasant stay at the **Pearl South Padre**. Other customer requests will be confirmed at check-in.

©2013 Pearl South Padre. All Rights Reserved.

« Go to Upcoming Event List

:: Legal/Privacy ::

- If migrating to Windows 8, leave no app behind 2012-10-11, 03:00 am
  Laplink's PCmover can automate the process and c
- 3D printing can't build a city (yet), but it can help plan one 2012-10-11, 03:00 am
  'Vision Louisville' invites the public to use
- 4 waves of cloud: Are agencies along for the ride? 2012-10-11, 03:00 am
  The public sector has moved toward cloud computing

Community Calendar

COMMUNITY CALENDAR
Enter search criteria
Search »

Register Tell a Friend

2013 Annual Conference

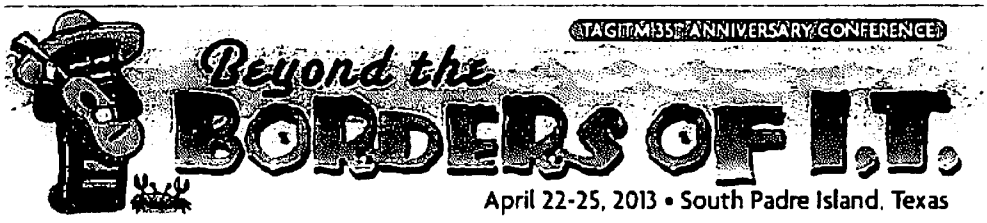
When: April 22 -25, 2013

Where: South Padre Island

Contact: Lindy Jordan (info@tagitm.org)

Online registration is available until: 4/22/2013

Register for this event »



CONFERENCE INFORMATION
The conference will be held April 22-25, 2013 at the Pearl South Padre Island, 310 Padre Boulevard, South Padre Island, TX 78597. The conference will kick off with a round table session from 2 - 5 pm and the welcome reception at 6:30 pm on Monday, April 22. The conference will conclude at 11:30 am on Thursday, April 25. Dress for the conference is business casual.

Important Note:
Room reservations must be made directly with and paid to the Pearl South Padre Island by calling 956-761-6551 (Reference: TAGITM Government or Vendor room block) no later than April 6, 2013. We encourage you to call promptly, since rooms are subject to availability. You will be required to provide a credit card to secure your reservation. You are responsible for booking your reservation with the hotel.

PAYMENT INFORMATION
Purchase Orders may be emailed to info@tagitm.org or faxed to 512-692-2651.

Payments can be remitted to the following mailing Address:
TAGITM, Inc.

Username
Password
Remember Me
Sign In
Connect
Forgot your password?
Haven't registered yet?

4/22/2013 » 4/25/2013
2013 Annual Conference

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

DEPARTMENT:	I. T. Department	If, applicable, was travel approved by Co. Exec. Officer?	
DEPARTURE DATE:	4/22/2013	RETURN DATE:	4/25/2013
TO CITY:	South Padre Island	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Renan Ramirez CIO		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Conduct / Research / Information gathering to enchance the county's computer infrastructure.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	TAGITM 2013 Conference		
SPONSORED BY:	TAGITM		
REGISTRATION CHECK PAYABLE TO:	TAGITM, Inc.		
REGISTRATION ADDRESS:	P. O. Box 200363	SEMINAR START DATE:	4/22/2013
	Austin, Texas	SEMINAR END DATE:	4/25/2013
	78720	PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ 550.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	1
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.:	3-1100-415-00-200-001-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$	550.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	550.00
TOTAL 2ND PAGE (B + C + D):	$	295.41
GRAND TOTAL (A + B + C + D)	$	845.41

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 #

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.
RENAN RAMIREZ		

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Renan Ramirez	EMPLOYEE I.D. NO.:	050229	EMPLOYEE TITLE:	CIO
DEPARTMENT:	I. T. Department	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			
DEPARTURE DATE:	4/22/13	RETURN DATE:	4/25/13		
TIME OF DEPARTURE:	12:00 Noon	TIME OF RETURN:	5:00PM		
TO CITY:	South Padre Island	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING:	START DATE: 4/22/2013	END DATE: 4/25/2013	ACTUAL NO. OF DAYS	4	
TITLE OF WORKSHOP/CONFERENCE:	TAGITM 35th Anniversary Conferene				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Personal 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?	None				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	No	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			
PURPOSE/BENEFIT TO HIDALGO COUNTY:					

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 22-Apr	MONTH / DAY 23-Apr	MONTH / DAY 24-Apr	MONTH / DAY 25-Apr	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00		$9.00	$9.00	$9.00				$27.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00				$48.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00				$72.00	
Total	$39.00	$30.00	$39.00	$39.00	$39.00	$0.00	$0.00	$0.00	$147.00	$ 147.00

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: Gas — 4 days @ $ 20.00 — $ 80.00

III. PERSONAL VEHICLE MILEAGE — Miles @ $ 0.565 (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: $ 227.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 3-1100-415-00-200-001-0-583

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	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (01/13)

Requisition

Req # 00232960

PO #

Date: 03/08/13

Bill To: x
x

Vendor : 182958
RAMIREZ, RENAN A.
C/O IT DEPT

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ATTENDING A TAGITM 2013 CONFERENCE AT SOUTH PADRE ISLAND, TEXAS ON 04/22/13 THRU 04/25/13 DO NOT DUPLICATE ORDER		
3.00	EACH	BREAKFAST 04/23-04/25/2013	9.00	27.00
4.00	EACH	LUNCH 04/22-04/25/2013	12.00	48.00
4.00	EACH	DINNER 04/22-04/25/2013	18.00	72.00
4.00	DAY	GAS	20.00	80.00
		Account No	Encumbrance	
		3-1100-415-00-200-001-0-583	227.00	
			Freight	.00
			Total	227.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00232967

PO #

Date: 03/08/13

Bill To: x
x

Vendor : 340502
TEXAS ASSOCIATION OF GOVERNMENTAL
IT MANAGERS
P O BOX 200363
AUSTIN TX 78720

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	TAGITM CONFERENCE 2013 FOR IT MANAGERS AT SOUTH PADRE ISLAND, TEXAS APRIL 22-25, 2013 FOR RENAN RAMIREZ	550.00	550.00
		Account No	Encumbrance	
		3-1100-415-00-200-001-0-584	550.00	
			Freight	.00
			Total	550.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Community Calendar

Register Tell a Friend

2013 Annual Conference

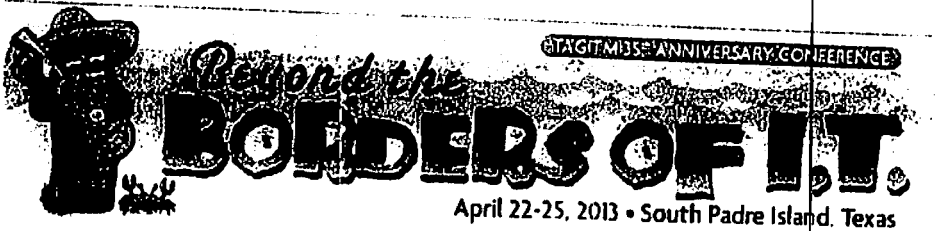
When: April 22 -25, 2013

Where: South Padre Island

Contact: Lindy Jordan (info@tagitm.org)

Online registration is available until: 4/22/2013

Register for this event »



Search

Username

Password

Remember Me

Log In

Connect

Forgot your password?

Haven't registered yet?

4/22/2013 - 4/25/2013
2013 Annual Conference

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PAYMENT INFORMATION
Purchase Orders may be emailed to info @tagitm.org or faxed to 512-692-2651.

Payments can be remitted to the following mailing Address:
TAGITM, Inc.

Requisition

Req # 00232966

PO #

Date: 03/08/13

Bill To: x
x

Vendor : 395811
PEARL SOUTH PADRE
310 PADRE BLVD
SOUTH PADRE ISLAND TX 78597
FAX (956)761-1817

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ATTENDING A TAGITM 2013 CONFERENCE AT SOUTH PADRE ISLAND, TEXAS DO NOT DUPLICATE ORDER		
1.00	EACH	LODGING CONFIRMATION # 40010831042 3 NIGHTS $86.00 TAXES $37.41 GRAND TOTAL $295.41	295.41	295.41
		Account No	Encumbrance	
		3-1100-415-00-200-001-0-583	295.41	
			Freight	.00
			Total	295.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-37834 **Constables 8. A.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Horaldo Sanchez as a Deputy Constable by Constable J.E. "Eddie" Guerra, Constable Precinct 4 in accodance with Texas Local Government Code Section 86.011.

BACKGROUND

Horaldo Sanchez
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.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-294-001-0-113

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

BUDGETARY IMPACT:

Funds available within position/ slot no. 0021.

Attachments

lgc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 10:47 AM
Human Resources	Nereida Garza	03/22/2013 07:30 AM
Budget & Management	Obdett Calzada	03/22/2013 03:48 PM
Rosalinda Cantu	Rosie Cantu	03/22/2013 03:59 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Joel Rivera Started On: 03/21/2013 09:12 AM

Final Approval Date: 03/22/2013

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

AI-37544 **Human Resources 9. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Health & Human Services Health Div.- Admin (1100):
1. Approval to create the following regular full time position:

Position Title	Slot #	Program	Salary
Public Health Technician II	0053	Administration	$ 43,000.00

2. Requesting permission to advertise/hire for the following full time position:

Position Title	Slot #	Program	Salary
Public Health Technician II	0053	Administration	$ 43,000.00

3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** NOT IDENTIFIED

FUNDS AVAILABLE Y/N?: NO **MATCHING FUNDS Y/N?:** N/A

BUDGETARY IMPACT:

FUNDS NOT IDENTIFIED.

Attachments

SALARY SCHEDULE
PAR and Job Description
req
fiscal note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 10:49 AM
Rosalinda Cantu	Rosie Cantu	03/11/2013 03:35 PM
Sylvia Solis	Sylvia Solis	03/14/2013 03:51 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Sylvia Rios Started On: 03/08/2013 09:23 AM

Final Approval Date: 03/22/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-441-00-340-001-0

AI - 37544

HEALTH ADMIN

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 ADMIN OFFCR	$108,355.00	$0.00	$108,355.00	0.03	$3,250.65	$0.00	$111,606.00	$111,606.00	$600.00	$0.00	$0.00	$0.00	$0.00	$112,206.00
0002	113	ACCOUNTANT III	$49,344.00	$0.00	$49,344.00	0.03	$1,480.32	$0.00	$50,824.00	$50,824.00	$600.00	$0.00	$0.00	$0.00	$0.00	$51,424.00
0004	113	EXECUTIVE ASSISTANT I	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
0006	113	HEALTH INSPECTOR II	$34,360.00	$574.00	$34,934.00	0.03	$1,048.02	$0.00	$35,982.00	$35,391.00	$480.00	$0.00	$0.00	$5,000.00	$0.00	$40,871.00
0008	113	HEALTH INSPECTOR I	$32,551.00	$0.00	$32,551.00	0.03	$976.53	$0.00	$33,528.00	$33,528.00	$840.00	$0.00	$0.00	$5,000.00	$0.00	$39,368.00
0009	113	HEALTH INSPECTOR I	$31,520.00	$281.00	$31,801.00	0.03	$954.03	$0.00	$32,755.00	$32,755.00	$720.00	$0.00	$0.00	$5,000.00	$0.00	$38,475.00
0010	113	ANIMAL CONTROL SPECIALIST II	$29,186.00	$0.00	$29,186.00	0.03	$875.58	$0.00	$30,062.00	$30,062.00	$960.00	$0.00	$0.00	$0.00	$0.00	$31,022.00
0011	113	HEALTH INSPECTOR I	$30,489.00	$340.00	$30,829.00	0.03	$924.87	$0.00	$31,754.00	$31,754.00	$600.00	$0.00	$0.00	$5,000.00	$0.00	$37,354.00
0012	113	SEPTIC TANK INSPECTOR	$30,489.00	$340.00	$30,829.00	0.03	$924.87	$0.00	$31,754.00	$31,754.00	$720.00	$0.00	$0.00	$5,000.00	$0.00	$37,474.00
0013	113	HEALTH INSPECTOR I	$31,096.00	$0.00	$31,096.00	0.03	$932.88	$0.00	$32,029.00	$31,754.00	$420.00	$0.00	$0.00	$5,000.00	$0.00	$37,174.00
0014	113	HEALTH INSPECTOR I	$30,489.00	$340.00	$30,829.00	0.03	$925.00	$0.00	$31,754.00	$31,754.00	$0.00	$0.00	$0.00	$5,000.00	$0.00	$36,754.00
0016	113	ANIMAL CONTROL SPECIALIST II	$28,231.00	$57.00	$28,288.00	0.03	$848.64	$0.00	$29,137.00	$29,137.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,437.00
0017	113	ANIMAL CONTROL SPECIALIST II	$28,231.00	$57.00	$28,288.00	0.03	$848.64	$0.00	$29,137.00	$29,137.00	$780.00	$0.00	$0.00	$0.00	$0.00	$29,917.00
0018	113	ANIMAL CONTROL SPECIALIST II	$28,231.00	$0.00	$28,231.00	0.03	$846.93	$0.00	$29,078.00	$29,078.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,498.00
0019	113	ADMINISTRATIVE ASSISTANT III	$27,420.00	$2.00	$27,422.00	0.03	$822.66	$0.00	$28,245.00	$28,245.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$29,565.00
0021	113	ANIMAL CONTROL SPECIALIST I	$25,839.00	$0.00	$25,839.00	0.03	$775.17	$0.00	$26,614.00	$26,614.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,454.00
0022	113	ANIMAL CONTROL SPECIALIST I	$25,839.00	$0.00	$25,839.00	0.03	$775.17	$0.00	$26,614.00	$26,614.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,034.00
0023	113	ANIMAL CONTROL SPECIALIST I	$25,839.00	$0.00	$25,839.00	0.03	$775.17	$0.00	$26,614.00	$26,614.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,214.00
0024	113	ANIMAL CONTROL SPECIALIST I	$25,839.00	$0.00	$25,839.00	0.03	$775.17	$0.00	$26,614.00	$26,614.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,614.00
0025	113	MATERIALS CLERK	$25,256.00	$186.00	$25,442.00	0.03	$763.26	$0.00	$26,205.00	$26,205.00	$900.00	$0.00	$0.00	$0.00	$0.00	$27,105.00
0026	113	CLERK III	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$28,745.00	$660.00	$0.00	$0.00	$0.00	$0.00	$29,405.00
0027	113	FAMILY PLANNING AIDE	$25,256.00	$0.00	$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
0028	113	CLERK III	$27,024.00	$0.00	$27,024.00	0.03	$810.72	$0.00	$27,835.00	$27,835.00	$840.00	$0.00	$0.00	$0.00	$0.00	$28,675.00
0030	113	ELIGIBILITY SPECIALIST I	$24,203.00	$0.00	$24,203.00	0.03	$726.09	$0.00	$24,929.00	$24,929.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,289.00
0031	113	CLERK III	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0032	113	ELIGIBILITY SPECIALIST I	$24,203.00	$0.00	$24,203.00	0.03	$726.09	$0.00	$24,929.00	$24,929.00	$840.00	$0.00	$0.00	$0.00	$0.00	$25,769.00
0033	113	ELIGIBILITY SPECIALIST I	$24,203.00	$0.00	$24,203.00	0.03	$726.00	$0.00	$24,929.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0034	113	MAINTENANCE II	$23,927.00	$73.00	$24,000.00	0.03	$720.00	$0.00	$24,720.00	$24,720.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$25,860.00
0035	113	OUTREACH SPECIALIST I	$24,203.00	$0.00	$24,203.00	0.03	$726.09	$0.00	$24,929.00	$24,929.00	$900.00	$0.00	$0.00	$0.00	$0.00	$25,829.00
0037	113	OUTREACH SPECIALIST I	$24,203.00	$0.00	$24,203.00	0.03	$726.09	$0.00	$24,929.00	$24,929.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,469.00
0038	113	OUTREACH SPECIALIST I	$24,203.00	$0.00	$24,203.00	0.03	$726.00	$0.00	$24,929.00	$24,929.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,529.00
0040	113	CLERK II	$23,927.00	$73.00	$24,000.00	0.03	$720.00	$0.00	$24,720.00	$24,720.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$25,800.00
0042	113	CLERK III	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0044	113	CLERK III	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0045	113	PUBLIC HEALTH TECHNICIAN III	$48,383.00	$757.00	$49,140.00	0.03	$1,474.20	$0.00	$50,614.00	$50,614.00	$300.00	$0.00	$0.00	$0.00	$0.00	$50,914.00
0046	113	ENVIRONMENTAL HEALTH SERVICES DIVISION MANAGER	$54,526.00	$0.00	$54,526.00	0.03	$1,635.78	$0.00	$56,162.00	$56,162.00	$1,260.00	$0.00	$0.00	$5,000.00	$0.00	$62,422.00
0047	113	PUBLIC HEALTH TECHNICIAN II	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
0048	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$21,187.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,187.00
0049	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$21,187.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,187.00
0050	113	EXECUTIVE ASSISTANT IV	$0.00	$60,655.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$60,655.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,655.00
0050	113	EXECUTIVE ASSISTANT IV	$0.00	$60,655.00	$60,655.00	0.03	$0.00	$0.00	$60,655.00	$60,655.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,655.00
0051	113	MEDICAL TECHNICIAN II	$0.00	$26,014.00	$26,014.00	0.00	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT

2013 SALARY SCHEDULE

3-1100-441-00-340-001-0

AI - 37544

HEALTH ADMIN

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	
0052	113	CLERK II	$0.00	$24,929.00	$24,929.00	0.00	$0.00	$0.00	$24,929.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0053	**113**	**CREATE THE FOLLOWING POSITION PUBLIC HEALTH TECHNICIAN II**	**$0.00**	**$43,000.00**	**$43,000.00**	0.00	**$0.00**	**$0.00**	**$43,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$1,224,003.00**	**$218,333.00**	**$1,442,336.00**	**$1.20**	**$36,812.76**	**$0.00**	**$1,479,151.00**	**$1,331,167.00**	**$20,340.00**	**$0.00**	**$0.00**	**$40,000.00**	**$0.00**	**$1,391,507.00**

PERSONNEL ACTIONS HIGHLIGHTED ABOVE ARE PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 07 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 3/7/2013

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

REQUESTED POSITION TITLE: PUBLIC HEALTH TECHNICIAN II NEW SLOT # 0053

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ _____ Current G&S/ Budgeted Salary $ 43,000.00 Proposed G&S/ Budgeted Salary $ 43,000.00 Net Change

Position to be funded from one of the following:

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

[ ] Other _____

HIDALGO COUNTY BUDGET OFFICE 2013 MAR 8 PM 2 39

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Position will perform complex public health work. Work involves conferring with local health agencies, private physicians, individuals and community action groups on the treatment, control or prevention of diseases and injuries. This position will also be involved with the implementation of standards and measures required by the Public Health Accreditation Board.

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

See 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)

The public health accreditation process is expected to clarify the public's expectations of health departments and lead to higher performance and increased accountability of local health departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	03/07/2013 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ X NO	
2.	Eetha A. Cortez /epc HUMAN RESOURCES DIRECTOR	03.08.13 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/11/13 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

PUBLIC HEALTH TECHNICIAN II

GRADE: 11

GENERAL DESCRIPTION

Performs complex (journey-level) public health work. Work involves conferring with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of diseases and injuries. May train others. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Confers with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of communicable and chronic diseases

Serves as a public resource in creating awareness of health problems and programs

Disseminates information on public health and health education programs

Participates in planning and conducting health training courses

Evaluates training and education needs to promote the acceptance of public health programs

Conducts inspections, surveys, and licensing functions

Assists in evaluating the effectiveness of educational programs

Assists in formulating definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations

May evaluate work to improve efficiency and determine program effectiveness

May train others

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience in public health work or related field required. Graduation from an accredited four-year college or university with major course work in social services, public health, or a related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

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

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

Knowledge, Skills, and Abilities

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; to analyze and evaluate public health needs; and to assign and/or 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

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
MAR - 8 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services Department

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Public Health Technician II

☑ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO_____

DEPT NO 340 POSITION/SLOT NO 001-0053

ADVERTISED SALARY: 43,000.00 OTHER COMPENSATION: _____ COMPENSATION TYPE:_____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Edinburg (Central Office) Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Eduardo Olivarez EXTENSION / PHONE NO: (956) 383-6221

Eduardo Olivarez / Gloria Saenz
Department Head or Elected Official

03/08/13
Date

FUNDS AVAILABLE: YES x NO____ DATE OF FUND AVAILABILITY: 03/26/13

BUDGETED SALARY, GRADE & STEP: 43,000.00

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 03.08.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

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

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, March 26, 2013** **Agenda Item:** 37544

Summary of request/proposal:
HEALTH ADM. (1100):
APPROVAL TO CREATE THE FOLLOWING REGULAR FULL TIME POSITION:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	PUBLIC HEALTH TECHNICIAN II	0053	113	0.00	43,000.00	43,000.00
		TOTAL		**0.00**	**43,000.00**	**43,000.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-441-00-340-001-0-	113	HEALTH ADM-	REG F/T EMPLOYEES	$33,114.94
3-1100-441-00-340-001-0-	211	HEALTH ADM-	HEALTH INSURANCE	$3,206.76
3-1100-441-00-340-001-0-	212	HEALTH ADM-	LIFE INSURANCE	$20.79
3-1100-441-00-340-001-0-	220	HEALTH ADM-	FICA	$2,533.29
3-1100-441-00-340-001-0-	230	HEALTH ADM-	RETIREMENT	$3,417.46
3-1100-441-00-340-001-0-	250	HEALTH ADM-	UNEMPLOYMENT COMP	$165.57
3-1100-441-00-340-001-0-	260	HEALTH ADM-	WORKER'S COMP	$238.43
			2013 Budgetary Impact	$42,697.24

2014 Budgetary Impact: $55,442.70

Possible Funding Sources: FUNDS NOT IDENTIFIED

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-37660 **10. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Pablo (Paul) Villarreal Jr. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Approval to process payment of claim for First National Bank Invoice#: 2026791375 dated Feb. 13, 2013 in the amount of $85.91 with authority for County Treasurer to issue payment after review & auditing procedures are completed.

BACKGROUND

First National Bank used to provide deposit slips at no charge but due to changes in the bank policies they are no longer free and a PO was not created before invoice was received.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-15-140-001-0-550

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

BUDGETARY IMPACT:

Available funds as of 3/22/13.

Attachments

37660 Appr to pay inv. $85.91

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 03:32 PM
Roland Garcia	Rolando Garcia	03/22/2013 08:46 AM
Olga Garza	Angela Garcia	03/22/2013 01:25 PM
Glinda Pacheco	Glinda Pacheco	03/22/2013 02:50 PM
Olga Garza	Olga Garza	03/22/2013 03:16 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Mary Garcia Started On: 03/13/2013 02:23 PM

Final Approval Date: 03/22/2013

DELUXE FOR BUSINESS

P.O. BOX 742572
CINCINNATI, OH 45274

Invoice

SALES & CUSTOMER SERVICE
800-328-0304
ONLINE: deluxe.com/shop

INVOICE NUMBER	INVOICE DATE	PAGE
2026791375	02/13/13	1

Terms - net 15 days, $30 late fee, subject to applicable law.

BILL TO
HIDALGO COUNTY
C/O FIRST NATIONAL B
1401 W EXPRESSWAY 83
ALAMO TX 78516

SHIP TO
ATTN LOUIS
FIRST NATIONAL BANK
100 W CANO
EDINBURG TX 78539

ACCOUNT NAME	CUSTOMER ID NUMBER	ORDER NUMBER	PO NUMBER	TYPE	SHIPMENT	ORDER AMT.
NONE	994024-847399	2026791375		P	COMPLETE	85.91

QUANTITY SHIPPED	QUANTITY BACKORD	DATE SHIPPED	SHIP VIA	ITEM NUMBER	DESCRIPTION	AMOUNT
400		02/12	FRT	100046-3	DBA MAX ENTRY DEPOSIT TKT BK	72.95

SALES AMT.			TAX AMT.	SHIP & PROC		BALANCE DUE	
72.95				12.96	85.91		85.91

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

PLEASE PAY THIS AMOUNT $85.91

HIDALGO COUNTY
1401 W EXPRESSWAY 83
ALAMO TX 78516

78516 HDACUWE10

1 128 2026791375 994024847399008 0000008591 4

For your convenience, visit paydeluxeforbusiness.com to authorize payment via a debit to your checking account or credit card for a nominal fee.

DELUXE FOR BUSINESS

DELUXE FOR BUSINESS
P.O. BOX 742572
CINCINNATI, OH 45274

AI-37755 **Tax Office 10. B.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution honoring Elvia de la Rosa

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 12:39 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/19/2013 08:37 AM

Final Approval Date: 03/22/2013

STATE OF TEXAS
COUNTY OF HIDALGO

RESOLUTION

WHEREAS , Ms. Elvia de la Rosa was born and raised in Edinburg Texas, and,

WHEREAS, Ms. Elvia de la Rosa graduated from Edinburg High School in 1968 and,

WHEREAS, Ms. Elvia de la Rosa, began working at the Hidalgo County Tax Office as a Mineral and Utilities Records Clerk at the age of 27 March 3, 1975, for the Honorable Ciro Trevino, and,

WHEREAS, Ms. Elvia de la Rosa received the designation of Registered Texas Collector from the Board of Tax Professional Examiners on March 1, 1988, and,

WHEREAS, Ms. Elvia de la Rosa was promoted to the position of Tax Assessing Supervisor for the Hidalgo County Tax Office in July of 1999 under the Honorable Armando Barrera Jr., and,

WHEREAS, Ms. Elvia de la Rosa implemented various technological innovations and procedures that increased the capacity and efficiency of the Hidalgo County Tax Office, and,

WHEREAS, Ms. Elvia de la Rosa has made a decision to retire after 38 years of service to Hidalgo County and has exhibited outstanding performances on her professional responsibilities with integrity, dedication and commitment as Tax Assessing's Manager of the Hidalgo County Tax Office,

Now, therefore be it RESOLVED that, with utmost appreciation for her outstanding commitment to serve the residents of our great County of Hidalgo, the Hidalgo County Commissioner's Court hereby recognizes and congratulates Ms. Elvia de la Rosa and furthermore acknowledges her outstanding dedication and professional contributions to the Hidalgo County Tax Office, and on this day wishes her a long, healthy and fruitful retirement.

Signed and Approved this 15th day of March 2013.

_____

Ramon Garcia,
County Judge

_____

A.C. CUELLAR, JR.
County Commissioner, Prct 1

_____

HECTOR "TITO" PALACIOS,
County Commissioner, Prct 2

_____

JOE. M. FLORES,
County Commissioner, Prct 3

_____

JOSEPH PALACIOS,
County Commissioner, Prct 4

_____

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-37540 **Health & Human Services Dept. 11. C.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Approval to add account #857868885 to SBC LONG Distance, aka as AT&T, Contract DIR-TEX-AN-NG-CTSA-005.

2. Approval to process payment of claim for telephone services (SBC Long Distance. Vendor #278378) for Weslaco Clinic Account #857868885 in the amount of $75.27 (PO # 688502).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-444-00-240-001-0-531

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

BUDGETARY IMPACT:

PO# 688502 available as of 3-7-13 $1,200.00

Attachments

claim

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 10:48 AM
Manuel Chapa	Manuel Chapa	03/08/2013 02:08 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Dairen Sarmiento Started On: 03/08/2013 08:47 AM

Final Approval Date: 03/22/2013

at&t

COUNTY OF HIDALGO INDINGENT
1304 S 25TH AVE
EDINBURG TX 78542-7205

Invoice BAN: 857868885
Statement Date: 02/16/2013

RECEIVED
MAR 0 4 2013
HidalgoCountyHumanServices

Amount of Last Bill	Payments Applied through 02/12/2013	Adjustments Applied to Balance Due	Balance from Previous Bill	Current Charges Due by 04/02/2013	TOTAL AMOUNT DUE
112.38	112.38CR	0.00	0.00	75.27	75.27

Bill Summary for COUNTY OF HIDALGO INDINGENT

Previous Charges and Credits

Amount of Last Bill		112.38
Payments Applied through 02/12/2013 - See Account Summary (Invoice BAN)		112.38CR
Adjustments Applied to Balance Due		
AT&T Long Distance	0.00	
Total Adjustments Applied to Balance Due		0.00
Balance from Previous Bill		0.00

Invoice Received by: 3413
Goods/Services Received by: Date 2-13-13 to 2-13-13
13-1100-444-00-240-001-0- 531
Payment Amount $ 75.27
PO# 658501

Current Charges		
AT&T Long Distance		75.27
Total Current Charges Due by 04/02/2013		75.27
Total Amount Due		75.27

Helpful Numbers

For Billing Questions	1-877-366-3200
For Repair Service	1-800-580-6576
For Payment Arrangements	1-888-851-1116
To Place an Order	1-877-366-3200

RECEIVED
MAR 0 4 2013
HidalgoCountyHumanServices

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 857868885-7

Past Due Amount-Please Pay Immediately	Total Billed Amount	Amount Enclosed
$0.00	**$75.27**	

Invoice BAN: 857868885

8135.1.11.3235 2 MB 0.405 es

COUNTY OF HIDALGO INDINGENT
1304 S 25TH AVE
EDINBURG TX 78542-7205

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

7100L000000000000000857868885700000000000752700000000

Purchase Order
COUNTY OF HIDALGO

PO#: 688502

DATE: 02/22/13

VENDOR: 278378 REQ:00231979

Email:

Phone: (800)770-2260
SBC LONG DISTANCE
P.O. BOX 660688
DALLAS TX 75266-0688

Vendor Acct:

BUYER:
SHIP TO: HUMAN SERVICES
1304 S. 25TH AVE.
EDINBURG TX 78539

CONTACT:
SITE: HUMAN SERVICES
Contract No: DIRTEXANNGCTSA005

Special Instructions:

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		
		DIRTEXANNGCTSA005		
12	MONTH	CO AT&T Long Distance for County of Hidalgo Indigent Account # 857868885-7 January 2013 - December 2013 NIGP 91577	100.00	1,200.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,200.00
		********** For Hidalgo County use only		
		3-1100-444-00-240-001-0-531		1,200.00
		Approved		

Authorized by: Martha L. Salazar

AI-37696 **Health & Human Services Dept. 11. D.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec. 121.006, requesting approval of the sliding fee schedules effective April 1, 2013. The sliding fee schedules have been revised based on the Federal Poverty Level that becomes effective April 1, 2013.

BACKGROUND

AI-35128 - 11/20/12 - Approval of fees.

Fiscal Impact

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

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

BUDGETARY IMPACT:

various revenue accounts depending on program associated with public health service.

Attachments

IMM Fee Schedule

TB Title V Fee Schedule

DSHS FPL

Health and Safety Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/15/2013 09:03 AM
Manuel Chapa	Manuel Chapa	03/22/2013 12:18 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Mike Escaname Started On: 03/15/2013 08:19 AM

Final Approval Date: 03/22/2013

Hidalgo County Health and Human Services Department

INCOME GUIDELINES AND SCHEDULE OF CHARGES - SLIDING FEE SCHEDULE

I M M U N I Z A T I O N S

(Monthly Income)

Family Size	0 – 100 %	101 – 185 %	186 – 200 %	201 % & Over
1	$ 0 - $ 958.00	$ 959.00 - $ 1,772.00	$ 1,773.00 - $ 1,915.00	$1,916.00
2	$ 0 - $ 1,293.00	$ 1,294.00 - $ 2,392.00	$ 2,393.00 - $ 2,585.00	$2,586.00
3	$ 0 - $ 1,628.00	$ 1,629.00 - $ 3,011.00	$ 3,012.00 - $ 3,255.00	$3,256.00
4	$ 0 - $ 1,963.00	$ 1,964.00 - $ 3,631.00	$ 3,632.00 - $ 3,925.00	$3,926.00
5	$ 0 - $ 2,298.00	$ 2,299.00 - $ 4,251.00	$ 4,252.00 - $ 4,595.00	$4,596.00
6	$ 0 - $ 2,633.00	$ 2,634.00 - $ 4,871.00	$ 4,872.00 - $ 5,265.00	$5,266.00
7	$ 0 - $ 2,968.00	$ 2,969.00 - $ 5,490.00	$ 5,491.00 - $ 5,935.00	$5,936.00
8	$ 0 - $ 3,303.00	$ 3,304.00 - $ 6,110.00	$ 6,111.00 - $ 6,605.00	$6,606.00
FEE PER VACCINE	$5.00	$5.00	$10.00	$14 Max Charge

DO NOT COLLECT ON ANY PREVIOUS BALANCES.

ADULT IMMUNIZATION EXPANSION PROGRAM $14 PER VACCINE

This schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines: however, services shall not be denied due to inability to pay.

REVISED 04-01-13

Hidalgo County Health and Human Services
Income Guidelines & Schedule Of Charges - **SLIDING FEE SCHEDULE**

TITLE V & NON TITLE V CLIENTS INCLUDING TUBERCULOSIS CLIENTS

	TITLE V ELIGIBLE CLIENTS		NON TITLE V CLIENTS	
Family Size	**0 – 100 %**	**101 – 185 %**	**186 – 200 %**	**201 % & Over**
1	$ 0 - $ 958.00	$ 959.00 - $ 1,772.00	$ 1,773.00 - $ 1,915.00	$1,916.00
2	$ 0 - $ 1,293.00	$ 1,294.00 - $ 2,392.00	$ 2,393.00 - $ 2,585.00	$2,586.00
3	$ 0 - $ 1,628.00	$ 1,629.00 - $ 3,011.00	$ 3,012.00 - $ 3,255.00	$3,256.00
4	$ 0 - $ 1,963.00	$ 1,964.00 - $ 3,631.00	$ 3,632.00 - $ 3,925.00	$3,926.00
5	$ 0 - $ 2,298.00	$ 2,299.00 - $ 4,251.00	$ 4,252.00 - $ 4,595.00	$4,596.00
6	$ 0 - $ 2,633.00	$ 2,634.00 - $ 4,871.00	$ 4,872.00 - $ 5,265.00	$5,266.00
7	$ 0 - $ 2,968.00	$ 2,969.00 - $ 5,490.00	$ 5,491.00 - $ 5,935.00	$5,936.00
8	$ 0 - $ 3,303.00	$ 3,304.00 - $ 6,110.00	$ 6,111.00 - $ 6,605.00	$6,606.00
CHARGE	**NO COPAY**	**25 %**	**30 %**	**Full Pay**

TB CLIENTS	**NO COPAY**	**25 %**	**25 %**	**25 %**

Copay will be assessed based on (but not to exceed) allowed percentage of the total visit charge.

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

TUBERCULOSIS COPAY assessment: TB clients 0-100% No Copay; TB clients at 101% & over, copay is 25% of the total visit charge.

- NO COPAY FOR CONTACT INVESTIGATIONS, PPD's, OR DOT's
- NO COPAY ON INITIAL NURSE ONLY
- COPAY WILL BE ASSESSED ON PHYSICIAN E/M VISITS
- COPAY WILL BE ASSESSED ONCE A MONTH ONLY (MONTHLY TOXICITY)

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

REVISED 4/1/2013

DSHS FUNDING SOURCE – Worksheet Instructions

Eligibility and Benefits by 2013 Federal Poverty Level (FPL)

FAMILY SIZE	MEDICAID								CIHCP		PHC	Title V MCH / WIC	CHIP / CSHCN / BCCS / EPILEPSY	FP
	Medically Needy		Children under 1 / Pregnant Females 185% FPL		Children 1 thru 5 133% FPL		Children 6 thru 18 100% FPL		21% FPL Min. Income Standard		150% FPL	185% FPL	200% FPL	250% FPL
	No Job	W/Job	No Job	W/Job	No Job	W/Job	No Job	W/Job	No Job	W/Job	N/A Statewide			
1	$104	$224	$1,772	$1,892	$1,274	$1,394	$958	$1,078	$202	$423	$1,437	$1,772	$1,915	$2395
2	216	336	2,392	2,512	1,720	1,840	1,293	1,413	272	528	1,939	2,392	2,585	3233
3	275	395	3,011	3,131	2,165	2,285	1,628	1,748	342	633	2,442	3,011	3,255	4070
4	308	428	3,631	3,751	2,611	2,731	1,963	2,083	413	740	2,944	3,631	3,925	4908
5	357	477	4,251	4,371	3,056	3,176	2,298	2,418	483	845	3,447	4,251	4,595	5745
6	392	512	4,871	4,991	3,502	3,622	2,633	2,753	553	950	3,949	4,871	5,265	6583
7	440	560	5,490	5,610	3,947	4,067	2,968	3,088	624	1056	4,452	5,490	5,935	7420
8	475	595	6,110	6,230	4,393	4,513	3,303	3,423	694	1161	4,954	6,110	6,605	8258
9	532	652	6,730	6,850	4,838	4,958	3,638	3,758	764	1266	5,457	6,730	7,275	9095
10	567	687	7,350	7,470	5,284	5,404	3,973	4,093	835	1373	5,959	7,350	7,945	9933
For each additional Member	57		611		439		330				495	611	660	825

Effective April 1, 2013

- **Family Composition Section** – Enter the total number of family members in each category listed. Total should include a person living alone or a group of two or more persons related by birth, marriage (including common-law), or adoption, which reside together and are legally responsible for the support of the other person. For example: If an unmarried applicant lives with a partner, ONLY count the partner's income and children as part of the budget group IF the applicant and his/her partner have mutual children together. Unborn children should also be included.
- **Residency Section** – Must be physically present within the geographic boundaries of Texas.
- **Income Section** - Income may be either earned or unearned. If actual or projected income is not received monthly, convert it to a monthly amount using one of the following methods:
  - Weekly income x 4.33
  - Every two weeks x 2.17
  - Twice a month x 2.0

  Dependent childcare expenses and legally obligated child support payments shall be deducted from total income in determining eligibility. Allowable deductions are actual expenses up to $200 per child per month for children under age 2 and $175 per child per month for children age 2 to 12 or age 2 – 18 if child is disabled. The net countable income is used to determine eligibility based on the appropriate FPL percentage.
- **FPL Used** – Determine the appropriate FPL used for each individual program.
- **Other Benefits Section** – Provider staff shall document other benefits received by or denied to the applicant that are applicable to this application. An applicant or family member is eligible for the Medicare Prescription Drug Plan (Part D) if he/she is eligible and/or receives Medicare Part A and/or Part B benefits and shall be referred to this program for prescription drug benefits.
- **Special Circumstances** – Provider staff may document any special circumstances not already noted using this section of the application, if applicable.
- **Co-Pay/Fees** – Document co-pay/fees per program policies.
- **Eligible Household Members** – Identify each eligible household member and program (via number association listed on Family Composition).
- **Provider-Staff Signature/Date** – The provider staff that completes the eligibility determination process must sign and date this form.

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

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

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more and

a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

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

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

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

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

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

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities, public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0067. EVALUATION AND REPORT OF DELIVERY OF ESSENTIAL PUBLIC HEALTH SERVICES. (a) The department, in cooperation with municipalities, counties, public health districts, and other political subdivisions that receive grants under Section 121.0065, and the consortium established under Subchapter F, shall evaluate:

(1) the effectiveness, accessibility, and quality of essential public health services provided under the grant program established by Section 121.0065 and under Section 121.0066; and

(2) the adequacy of funding for those services.

(b) Not later than January 1 of each odd-numbered year, the department shall file with the governor and the presiding officer of each house of the legislature a report detailing the results of the evaluation conducted under Subsection (a). The report must include recommendations relating to:

(1) legislation to improve the effectiveness, accessibility, and quality of essential public health services; and

(2) appropriate funding for those services.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the

chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

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

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional

standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

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

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

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

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

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

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

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

SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

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

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

AI-37793 **Emergency Management 12. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Status update on the Irrigation Water Allotment.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 12:44 PM
Roland Garcia	Rolando Garcia	03/22/2013 09:30 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/20/2013 09:35 AM

Final Approval Date: 03/22/2013

AI-37664 **IT Department 13. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Elections Dept.:
Authorization and approval to change wireless service plan through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Equipment:	Employee Name:	Plan Description:	MDN:
Cell Phone	Elections-Office Use	State of Texas Loc Dig Choice 600 Share Anytime Unl in NW + 200 txt/pix/flix @ $38.99 + $5.00taxes/fees X 9/months (April-Dec.2013) = $395.91	956-587-8464
Cell Phone	Elections-Office Use	State of Texas Loc Dig Choice 600 Share Anytime Unl in NW + 200 txt/pix/flix @ $38.99 + $5.00taxes/fees X 9/months (April-Dec.2013) = $395.91	956-587-8465
Cell Phone	Elections-Office Use	State of Texas Loc Dig Choice 600 Share Anytime Unl in NW + 200 txt/pix/flix @ $38.99 + $5.00taxes/fees X 9/months (April-Dec.2013) = $395.91	956-587-8466
Cell Phone	Elections-Office Use	State of Texas Loc Dig Choice 600 Share Anytime Unl in NW + 200 txt/pix/flix @ $38.99 + $5.00taxes/fees X 9/months (April-Dec.2013) = $395.91	956-587-8467

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 **ACCT. #:** 3-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

Req#00233103 available for Verizon Wireless

Attachments

Backup Documents

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 03:37 PM
Roland Garcia	Rolando Garcia	03/22/2013 08:53 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM
Form Started By: Griselda Salazar		Started On: 03/13/2013 02:55 PM

Final Approval Date: 03/22/2013

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☑ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☑ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

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

Department: Elections Dept#: 130

Quantity: 1 (956)587-8464

Service: $38.99 /mo (x) 9 months = 350.91 Account: 3-1100-414-00-130-001-0-532

Service: $5.00 /mo (x) 9 months = 45.00 Account: 3-1100-414-00-130-001-0-~~532~~ ~~619/664~~

Requisition Total:_____ **Requisition Number:** 233103

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Yvonne Ramon | Yvonne Ramon | 3-12-13

Signature | Print Name | Date

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

_____ | Valde Guerra | 3/12/13

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: St. of TX LOC DIG Choice 1000 Share @38.99

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Elections Dept#: 130

Quantity: 1 (956)587-8465

Service: $38.99 /mo (x) 9 months = 350.91 Account: 3-1100-414-00-130-001-0532

Service: $5.00 /mo (x) 9 months = 45.00 Account: 3-1100-414-00-130-001-0~~619/664~~

Requisition Total: _____ **Requisition Number:** 233103

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total: _____

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

Yvonne Ramon — Yvonne Ramon — 3-12-13

Signature — Print Name — Date

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

_____ — Valde Guerra — 3/12/13

Signature — Print Name — Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: St. of TX Loc DIG Choice 1000 Share @ 38.99

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W 2011 2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Elections Dept#: 130

Quantity: 1 (956) 587-8466

Service: $38.99/mo (x) 9 months = 350.91 Account: 3-1100-414-00-130-001-0-532

Service: $5.00/mo (x) 9 months = 45.00 Account: 3-1100-414-00-130-001-0-~~532~~ ~~619/664~~

Requisition Total:_____ **Requisition Number:** 233103

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Yvonne Ramon — Signature

Yvonne Ramon — Print Name

3-12-13 — Date

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

_____ Signature

Valde Guerra — Print Name

3/12/13 — Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: St. of Texas Loc. DIG Choice 100 Share @ 38.99

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

☐ Approved Date: _____ ☐ Disapproved

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Elections Dept#: 130

Quantity: 1 (956) 587-8467

Service: $38.99/mo (x) 9 months = 350.91 Account: 3-1100-414-00-130-001-0-532

Service: $5.00/mo (x) 9 months = 45.00 Account: 3-1100-414-00-130-001-0-~~532~~ ~~619/664~~

Requisition Total:_____ **Requisition Number:** 233103

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Yvonne Ramon | Yvonne Ramon | 3-12-13

Signature | Print Name | Date

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

_____ | Valde Guerra | 3/12/13

Signature | Print Name | Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: St. of TX Loc Dig Choice 100 Share @ 38.99

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

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

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

Revised: 03/09/2011

Requisition

Req # 00233103

PO #

Date: 03/12/13

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: Mel Esparza
956-318-2570

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779		
		DO NOT DUPLICATE ORDER		
9.00		Phone Service with Verizon Wireless (4 phone lines for Office Use)	155.96	1,403.64
9.00	MONTH	Taxes and Fees @ 5.00 per line for 9 months	20.00	180.00
		Account No	Encumbrance	
		3-1100-414-00-130-001-0-532	1,583.64	
			Freight	.00
			Total	1,583.64
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date:	March 12, 2013
Customer Name:	Hidalgo County Elections
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.html#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 Elections **Date: 3/12/2013**

Rate Plan:	Line Count	Discounted Monthly Access	Unlimited Minutes (Y/N)	Included Minutes	Included Text	Data Usage	Overage	Monthly Cost	Yearly Cost
STATE OF TEXAS LOCAL DIGITAL CHOICE SHARE 600 ANYTIME UNL IN & N&W $38.99 + 200 Txt/pix/flix 0512 (No Discounts Apply)	4	$38.99	N	2,400	200 (Txt/Pix/Flix)	0	$0.35	$155.96	$1,871.52
		$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
		$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	4	$38.99		2,400				$155.96	$1,871.52

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				$1,871.52

Quarterly Device Promotions	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
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**
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total	0	$0.00		$0.00
EQUIPMENT ESTIMATED COST				$0.00

INVESTMENT ESTIMATE	Total
Rate Plan & Feature Estimated Annual Cost:	$1,871.52
Equipment Estimated Cost:	$0.00
INVESTMENT TOTAL	$1,871.52

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

State Of Texas - DIR-SDD-1779 - Top Price Plans

verizon

STATE OF TEXAS LOCAL DIGITAL CHOICE	MIN	ACCESS	DISCOUNT	ACCESS (after disc)
STATE OF TEXAS LOCAL DIGITAL CHOICE FLAT RATE $3.99 $.08 PER MIN	0	$3.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 100 SHARE ANYTIME UNL IN NW+ 200 TXT	100	$22.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 200 SHARE ANYTIME UNL IN NW+ 200 TXT	200	$24.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 400 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	400	$25.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 600 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	600	$38.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 1000 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	1,000	$50.99	n/a	n/a
VOICE / VOICE & DATA BUNDLES *AMERICA'S CHOICE/NATIONWIDE*	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	400	$64.09	22%	$49.99
AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	600	$80.76	22%	$62.99
AMERICAS CHOICE II 1000 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	1,000	$96.14	22%	$74.98
AMERICAS CHOICE II 400 SHARE UNL IN NW +200 TXT/PIX/FLIX 3845	400	$38.45	22%	$29.99
AMERICAS CHOICE II 600 SHARE UNL IN NW+200 TXT/PIX/FLIX 5512	600	$55.12	22%	$42.99
AMERICAS CHOICE II 1000 SHARE UNL IN NW+200 TXT/PIX/FLIX 7050	1,000	$70.50	22%	$54.99
CUSTOM NATIONAL SHARE EMAIL & DATA + TXT (ONLY) UNLIMITED $34.99	0	$34.99	n/a	n/a
PUSH TO TALK AMERICA'S CHOICE II ENTERPRISE VOICE NATL SHARE $17.99	0	$17.99	n/a	n/a
AMERICA'S CHOICE II NATIONAL SHARE + 100 TXT/PIX/FLIX $14.99	0	$14.99	n/a	n/a
GLOBAL VOICE & DATA BUNDLES	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
AC II GLOBAL 400 SHARE EMAIL & DATA+N&W+IN UNL + TXT	400	$84.60	22%	$65.98
AC II GLOBAL 600 SHARE EMAIL & DATA+N&W+IN UNL + TXT	600	$101.27	22%	$78.99
AC II GLOBAL 1000 SHARE EMAIL & DATA+N&W+IN UNL + TXT	1,000	$116.65	22%	$90.98
NATIONWIDE UNLIMITED PLANS	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE TALK UNLIMITED ANYTIME MINUTES $69.99 0110	UNL	$69.99	23%	$53.89
NATIONWIDE TALK & TEXT UNLIMITED ANYTIME MINUTES $89.99	UNL	$89.99	23%	$69.29
NATIONWIDE TALK & TEXT & DATA UNLIMITED ANYTIME MINUTES $149.99	UNL	$149.99	23%	$115.49
NATIONWIDE SMALL BUSINESS SHARE PLANS (TALK, TALK & TEXT)	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 700	700	$60.00	23%	$46.20
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 700	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 1400	1,400	$80.00	23%	$61.60
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 1400	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 2000	2,000	$90.00	23%	$77.00
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 2000	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 3000	3,000	$140.00	23%	$107.80
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 3000	0	$9.99	n/a	$9.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 700	700	$90.00	23%	$69.30
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 700 0509	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 1400	1,400	$110.00	23%	$84.70
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 1400	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 2000	2,000	$120.00	23%	$92.40
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 2000	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 3000	3,000	$170.00	23%	$130.90
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 3000	0	$9.99/$15.99	n/a	$9.99/$15.99

AI-37743 **IT Department 13. B.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Fire Marshal:
Authorization and approval to purchase wireless devices and service through the County's membership/participation witl
CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Qty:	Description:	Employee Name:	Employee Number:	Service Plan:	Equipment:	MDN:	Requisition:
1	Cell Phone	Wesley Bradley	138088	America's Choice II 1000 Share Email&Data+N&W+TXT+IN Unl. @ $74.98 + $5.00/taxes/fees X 9/months (April-Dec.2013) = $719.82	Apple iPhone 5 @ $199.99(one time cost)	956-393-1848	Serv:23336 Equi:23044
1	Cell Phone	Tommy Ureste	126403	America's Choice II 1000 Share Email&Data+N&W+TXT+IN Unl. @ $74.98 + $5.00/taxes/fees X 9/months (April-Dec.2013) = $719.82	Apple iPhone 5 @ $199.99(one time cost)	956-227-7024	Serv:23336 Equi:23044
1	Cell Phone	Eric Sanchez	193593	America's Choice II 1000 Share Email&Data+N&W+TXT+IN Unl. @ $74.98 + $5.00/taxes/fees X 9/months (April-Dec.2013) = $719.82	Apple iPhone 5 @ $199.99(one time cost)	956-289-3873	Serv:23336 Equi:23044
1	Cell Phone	Juan Martinez	138126	America's Choice II 1000 Share Email&Data+N&W+TXT+IN Unl. @ $74.98 + $5.00/taxes/fees X 9/months (April-Dec.2013) = $719.82	Apple iPhone 5 @ $199.99(one time cost)	956-239-1180	Serv:23336 Equi:23044
1	Cell Phone	Rolando Casas	105937	America's Choice II 1000 Share Email&Data+N&W+TXT+IN Unl. @ $74.98 + $5.00/taxes/fees X 9/months (April-Dec.2013) = $719.82	Apple iPhone 5 @ $199.99(one time cost)	956-289-3857	Serv:23336 Equi:23044
7	Data Cards	Office Use	N/A	4G Unl. Mobile Broadband Plan @ $37.99 + $5.00/taxes/fees X 7 X 9/months(April-Dec.2013) = $2,708.37	Pantech 4G LTE USB @ $0.	New	Serv:23335 Equi:23044

1

144

144

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54

2	Data Cards	Office Use	N/A	4G Unl. Mobile Broadband Plan @ $37.99 + $5.00/taxes/fees X 2 X 9/months(April-Dec.2013) = $773.82	MIFI4620LE	New	Serv:233355 Equ:230444
5	Internet Service for Ticket Writer	Office Use	N/A	Machine to Machine 50MB Plan "Share Group 1" @ $15.00/each + $5.00/taxes/fees X 5 X 9/months(April-Dec.2013) = $900.00	$0	New	233365

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 **ACCT. #:** 3-1100-422-10-300-001-0-619

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

BUDGETARY IMPACT:

Req#230444 Verizon Wireless

FISCAL YEAR: 3 **ACCT. #:** 3-1100-422-10-300-001-0-532

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

BUDGETARY IMPACT:

Req#(s)00233364, 233355, 233365 Verizon Wireless

Attachments

Req:233364&230444

Req: 233355

Req: 233365

Quote & Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 03:46 PM
Roland Garcia	Rolando Garcia	03/22/2013 09:06 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Griselda Salazar Started On: 03/18/2013 11:16 AM

Final Approval Date: 03/22/2013

5

Requisition

Req # 00233364

PO #

Date: 01/29/13

Bill To: x
x

Vendor: 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: Yolanda Orozco
956-318-2656

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779 DO NOT DUPLICATE ORDER		
9.00	MONTH	CO AMERICAS CHOICE II 1000 SHARE EMAIL 7 DATA-N&W + TXT-IN UNL (Add Unl Text Code). Cell Phone 956-239-1180 assigned to Juan Martinez.✓	74.98	674.82
9.00	MONTH	CO AMERICAS CHOICE II 1000 SHARE EMAIL 7 DATA-N&W + TXT + IN UNL Add Unl Text Code. Cell phone 956-393-1848 Wesley Bradley.✓	74.98	674.82
9.00	MONTH	CO AMERICAS CHOICE II 1000 SHARE EMAIL 7 DATA-N& W + TXT-IN UNL. Add UNL Text Code . Cell phone 956-289-3857 assigned to Rolando Casas.✓	74.98	674.82
9.00	MONTH	CO AMERICAS CHOICE II 1000 SHARE EMAIL 7 DATA-N&W + TXT +IN UNL. Add UNL Text Code. Cell Phone 956-227-7024 assigned to Tommy Ureste.✓	74.98	674.82
9.00	MONTH	CO AMERICAS CHOICE II 1000 SHARE EMAIL 7 DATA-N&W + TXT + IN UNL. Add UNL Text Code. Cell Phone 956-289-3873 assigned to Eric Sanchez.✓	74.98	674.82
9.00	MONTH	Taxes & Fees $5.00 per month x 5 Cell Phones = $25.00	25.00	225.00
		Account No	Encumbrance	
		3-1100-422-10-300-001-0-532	3,599.10	
			Freight	.00
			Total	3,599.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00230444

PO #

Date: 01/29/13

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: Yolanda Orozco
956-318-2856

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5.00	EACH	Apple IPhones 5 4G LTE - 16 GB (Black or White)	199.99	999.95
7.00	EACH	Pantech 4G LTE USE Moden UML290	.00	.00
2.00	EACH	Verizon Wireless MIF14620LE (PP $27.99+)	.00	.00
		Account No	Encumbrance	
		3-1100-422-10-300-001-0-619	999.95	
			Freight	.00
			Total	999.95

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☒ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change 393-1848	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☒ Other: Apple IPhone	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Wesley D. Bradley Employee ID# 138088 Signature: _____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $ 79.98 /mo (x) 9 months = 719.82 Account: 3-1100-422-10-300-001-0 -532

* Service: $ 199.99 /mo (x) ____ months = 199.99 Account: 3-1100-422-10-300-001-0 -619/664

Requisition Total: $ 3599.10 - $ 199.99 **Requisition Number:** 233604 * 00230444

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature | Juan Martinez Print Name | 2/27/13 Date

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

Signature | Valde Guerra Print Name | 3/4/13 Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 1000 Share, Email, Data - NEW + Text Unl. @ $ 74.98 + iPhone 5 @ $ 199.99

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☑ Individual 227-7024
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☒ Other: Apple IPhone

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Tommy Ureste Employee ID# 126403 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: 79.98 mo (x) 9 months = 719.82 Account: 3-1100-422-10-300-001-0-532

Service: $199.99 /mo (x) ____ months = 199.99 Account: 3-1100-422-10-300-001-0-619-664

Requisition Total: $3,599.10 $999.95 **Requisition Number:** 233364 00230444

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

[signature] Juan Martinez 2/27/13

Signature Print Name Date

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

[signature] Valde Guerra 3/4/13

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 1000 Share, Email Data - NEW + Text Unl. @ $ 74.98 + iPhone 5 @ $199.99

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☑ Individual
- ☐ Name Change 289-3873
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☑ Other: Apple I Phone

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Eric Sanchez Employee ID#: 193593 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $ 79.98 /mo (x) 9 months = 719.82 Account: 3-1100-422-10-300-001-0-532

*Service: $ 199.99 /mo (x) ____ months = 199.99 Account: 3-1100-422-10-300-001-0-619/664

Requisition Total: $ 3,599.10 *$ 999.95 **Requisition Number:** 233364 * 00230444

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

[signature] Juan Martinez 2/27/13

Signature | Print Name | Date

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

[signature] Valde Guerra 3/4/13

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 1000 Share, Email Data - NEW + Text Unl. @ $ 74.98 + iPhone 5 @ $ 199.99

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☒ Individual
- ☐ Name Change 239-1180
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☒ Other: Apple I Phone

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Juan Martinez Employee ID#: 138126 Signature: _____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $ 79.98 /mo (x) 9 months = 719.82 Account: 3-1100-422-10-300-001-0-532

Service: $ 199.99 /mo (x) ___ months = 199.99 Account: 3-1100-422-10-300-001-0-619/664

Requisition Total: ~~$ 3,599.10~~ $1999.95 Requisition Number: 233364 00230 444

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Juan Martmez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice II 1000 Share, Email, Data-NEW + Text Unl. @$14.98 + iPhone 5 @ $ 199.99

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☑ Individual 289-3857
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☒ Other: Apple IPhone

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: RoLando Casas Employee ID# 105937 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $ 79.98 /mo (x) 9 months = 719.82 Account: 3-1100-422-10-300-001-0-532

Service: $ 199.99 /mo (x) ____ months = 199.99 Account: 3-1100-422-10-300-001-0-619/664

Requisition Total: $ 3,599.10 / 1999.95 Requisition Number: 2333164 / 00230444

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

[signature] Juan Martinez 2/27/13

Signature Print Name Date

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

[signature] Valde Guerra 3/4/13

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 1000 Share Email Data-NEW + Text Unl. @ $74.98 + iPhone 5 @ $199.99

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

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

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

Revised: 03/09/2011

Requisition

Req # 00233355

PO #

Date: 03/15/13

Bill To: x
x

Vendor: 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: Yolanda Orozco
956-318-2656

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779 DO NOT DUPLICATE ORDER		
9.00	MONTH	4G Unlimited Mobile Broadband Plan (BGSA 666). (7 Data Cards & 2 MIFI's @ $37.99 Each = $341.91 per month).	341.91	3,077.19
9.00	MONTH	Taxes & Fees for 7 Data Cards & 2 MIF's = 9 Services x $5.00 = $45.00	45.00	405.00
		Account No	Encumbrance	
		3-1100-422-10-300-001-0-532	3,482.19	
			Freight	.00
			Total	3,482.19
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☑ Data Card (7)	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry (2)	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other: + MIFI's	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

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

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $37.99 /mo (x) 9 months = 341.91 Account 3-1100-422-10-300-001-0-532

Service: $5.00 /mo (x) 9 months = 45.00 Account 3-1100-422-10-300-001-0-~~532~~ 619/664

Requisition Total: $3,482.19 **Requisition Number:** 233355

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Unl. Mobile Broadband Plan @ 37.99

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☒ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☒ Data Card (7)
- ☐ Blackberry
- ☐ Other: + MIFI's (2)

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

(Office Use) / Employee: Office Use Employee ID#: — Signature: —

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $37.99 /mo (x) 9 months = 341.91 Account: 3-1100-422-10-300-001-0-532

Service: $5.00 /mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0-~~532~~ 619/664

Requisition Total: $3,482.19 **Requisition Number:** 233355

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Unl. Mobile Broadband Plan @ 37.99

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☒ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☒ Data Card (7)
- ☐ Blackberry
- ☐ Other: + MIFI's (2)

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

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

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $37.99/mo (x) 9 months = 341.91 Account: 3-1100-422-10-300-001-0-532

Service: $5.00/mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0-532-619/664

Requisition Total: $3,482.19 **Requisition Number:** 233355

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature | Juan Martinez (Print Name) | 2/27/13 (Date)

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

Signature | Valde Guerra (Print Name) | 3/4/13 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Unl. Mobile Broadband Plan @ $37.99

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

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

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

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☒ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☒ Data Card (7)
- ☐ Blackberry
- ☐ Other: + MIFI's (2)

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

~~Office Use~~ / Employee: Office Use Employee ID#: — Signature: —

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $37.99/mo (x) 9 months = 341.91 Account: 3-1100-422.10-300.001-0-532

Service: $5.00/mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0-532-619/664

Requisition Total: $ 3,482.19 **Requisition Number:** 233355

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Uni. Mobile Broadband Plan @$37.99

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card (7)	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other: + MIFI's (2)	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

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

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $37.99 /mo (x) 9 months = 341.91 Account: 3-1100-425-10-300-001-0-532

Service: $5.00 /mo (x) 9 months = 45.00 Account: 3-1100-425-10-300-001-0-~~532-619/664~~

Requisition Total: $3,482.19 **Requisition Number:** 233355

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Unl. Mobile Broadband Plan @ $37.99

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☒ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☒ Data Card (7)
- ☐ Blackberry
- ☐ Other: (2) + MIFI's

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

(Office Use) Employee: Office Use Employee ID#: — Signature: —

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $37.99/mo (x) 9 months = 341.91 Account: 3-1100-422-10-300-001-0-532

Service: $5.00/mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0532-619/664

Requisition Total: $3,482.19 **Requisition Number:** 233355

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Unl. Mobile Broadband Plan @ $37.99

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

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

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

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☒ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☒ Data Card (7)
- ☐ Blackberry
- ☐ Other: + MIFI's (2)

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use Employee: Office Use Employee ID#: — Signature: —

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $37.99 /mo (x) 9 months = 341.91 Account: 3-1100-422-10-300-001-0-532

Service: $5.00 /mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0-532-619/664

Requisition Total: $3,482.19 **Requisition Number:** 233355

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Unl. Mobile Broadband Plan @ $37.99

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

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

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

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☒ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☒ Data Card (2)
- ☐ Blackberry
- ☐ Other: + MIFI's (2)

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

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

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $37.99 /mo (x) 9 months = 341.91 Account: 3-1100-422-10-300-001-0-532

Service: $5.00 /mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0-532-619/664

Requisition Total: $3,482.19 **Requisition Number:** 233355

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: HG. Unl. Mobile Broadband Plan @ $37.99

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

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

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

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☒ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☒ Data Card (7)
- ☐ Blackberry
- ☐ Other: + MIFI's (2)

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

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

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $37.99/mo (x) 9 months = 341.91 Account: 3-1100-422-10-300-001-0--532

Service: $5.00/mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0--532 ~~-619/664~~

Requisition Total: $ 3,482.19 **Requisition Number:** 233355

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Juan Martinez	3/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Unl. Mobile Broadband Plan @ $37.99

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

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

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

Revised: 03/09/2011

Requisition

Req # 00233365
PO #
Date: 01/29/13

Bill To: x
x

Vendor: 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: Yolanda Orozco
956-318-2656

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779 DO NOT DUPLICATE ORDER		
9.00	MONTH	CO Machine to Machine 50MB Plan "Share Group 1". To be used for Brazos ticket writer. ($15 per month ea. x 5 = $75.00).	75.00	675.00
9.00	MONTH	Taxes & Fees for $5.00 per month x 5 ticket writers = $25.00	25.00	225.00
		Account No	Encumbrance	
		3-1100-422-10-300-001-0-532	900.00	
			Freight	.00
			Total	900.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☑ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ ~~other~~: Ticket Writer

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

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

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $15.00 /mo (x) 9 months = 135.00 Account: 3-1100-422-10-300-001-0-532

Service: $5.00 /mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0-532 ~~619/664~~

Requisition Total: $ 900.00 **Requisition Number:** 233365

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: Machine to Machine 50MB Plan "Share Group 1" @ $15.00

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $15.00 /mo (x) 9 months = 135.00 Account: 3-1100-422-10-300-001-0-532

Service: $5.00 /mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0-532 ~~619/664~~

Requisition Total: $900.00 **Requisition Number:** 233365

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: Machine to Machine 50MB Plan "Share Group 1" @ $15.00

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

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

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

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☑ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ other: Ticket Writer

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

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

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $15.00 /mo (x) 9 months = 135.00 Account: 3-1100-422-10-300-001-0-532

Service: $5.00 /mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0-532 ~~619/664~~

Requisition Total: $900.00 **Requisition Number:** 233165

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: Machine to Machine 50MB Plan "Share Group 1" @ $ 15.00

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

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

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

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☑ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other: Ticket Writer

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

(Office Use) Employee: Office Use Employee ID#: — Signature: —

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $15.00/mo (x) 9 months = 135.00 Account: 3-1100-422-10-300-001-0-532

Service: $5.00/mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0-~~532~~ ~~619/664~~

Requisition Total: $180.00 **Requisition Number:** 233165

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: Machine to Machine 50MB Plan "Share Group 1" @ $ 15.00

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

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

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

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

(Office Use) / Employee: Office Use Employee ID#: ~ Signature: ~

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $15.00 /mo (x) 9 months = 135.00 Account: 3-1100-422-10-300-001-0-532

Service: $5.00 /mo (x) 9 months = 45.00 Account: 3-1100-422-10-300-001-0-~~532~~ 615/664

Requisition Total: $900.00 **Requisition Number:** 233305

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Print Name	Date
	Juan Martinez	2/27/13

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

Signature	Print Name	Date
	Valde Guerra	3/4/13

(4) IT DEPARTMENT ONLY:

Service Type Codes: Machine to Machine 50MB Plan" Share Group 1st @ $ 15.00

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

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

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

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal For County of Hidalgo — **Date: 1/28/2013**

Rate Plans	Line Count	Discounted Monthly Access	Unlimited Minutes (Y/N)	Included Minutes	Included Text	Data Usage	Overage	Monthly Cost	Yearly Cost
MACHINE TO MACHINE 50MB PLAN "Share Group 1" (No Discounts Apply)	5	$15.00	N	0	0	50MB	$3/MB	$75.00	$900.00
4G $37.99 Unlimited Mobile Broadband Plan (BGSA 666)	9	$37.99	N	0	0	Unlimited	$0.00	$341.91	$4,102.92
AMERICAS CHOICE II 1000 SHARE EMAIL & DATA+N&W+ TXT+IN UNL (Must Add Unl Text Code	5	$74.98	N	5,000	Unlimited	0	$0.25	$374.90	$4,498.80
		$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	19	$127.97		5,000				$791.81	$9,501.72

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				$9,501.72

Quarterly Device Promotions	Line Count	Cost per Unit		Total
Verizon Wireless MIFI4620LE (PP $27.99+)	2	$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	2	$0.00		$0.00
Device	**Line Count**	**Cost per Unit**		**Total**
Pantech 4G LTE USB Modem UML290	7	$0.00		$0.00
Apple iPhone 5 4G LTE - 16GB (Black or White)	5	$199.99		$999.95
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
Total	12	$199.99		$999.95
Accessory - 35% Off	**Line Count**	**Cost per Unit**	**Discount**	**Total**
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total	0	$0.00		$0.00
EQUIPMENT ESTIMATED COST				$999.95

INVESTMENT ESTIMATE	Total
Rate Plan & Feature Estimated Annual Cost:	$9,501.72
Equipment Estimated Cost:	$999.95
INVESTMENT TOTAL	**$10,501.67**

01/28/13

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 Liable 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-1771 (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. Texas 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 (2) billing cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The Quotation is valid for ninety (90) days from date shown on quote received 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.

Revision M.W.G.

State Of Texas - DIR-SDD-1779 - Top Price Plans

verizon

STATE OF TEXAS LOCAL DIGITAL CHOICE	MIN	ACCESS	DISCOUNT	ACCESS (after disc)
STATE OF TEXAS LOCAL DIGITAL CHOICE FLAT RATE $3.99 $.08 PER MIN	0	$3.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 100 SHARE ANYTIME UNL IN NW+ 200 TXT	100	$22.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 200 SHARE ANYTIME UNL IN NW+ 200 TXT	200	$24.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 400 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	400	$25.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 600 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	600	$38.99	n/a	n/a
STATE OF TEXAS LOC DIG CHOICE 1000 SHARE ANYTIME UNL IN NW + 200 TXT/PIX/FLIX	1,000	$50.99	n/a	n/a
VOICE / VOICE & DATA BUNDLES *AMERICA'S CHOICE/NATIONWIDE*	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	400	$64.09	22%	$49.99
AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	600	$80.76	22%	$62.99
AMERICAS CHOICE II 1000 SHARE EMAIL & DATA+N&W+ TXT+IN UNL	1,000	$96.14	22%	$74.98
AMERICAS CHOICE II 400 SHARE UNL IN NW +200 TXT/PIX/FLIX 3845	400	$38.45	22%	$29.99
AMERICAS CHOICE II 600 SHARE UNL IN NW+200 TXT/PIX/FLIX 5512	600	$55.12	22%	$42.99
AMERICAS CHOICE II 1000 SHARE UNL IN NW+200 TXT/PIX/FLIX 7050	1,000	$70.50	22%	$54.99
CUSTOM NATIONAL SHARE EMAIL & DATA + TXT (ONLY) UNLIMITED $34.99	0	$34.99	n/a	n/a
PUSH TO TALK AMERICA'S CHOICE II ENTERPRISE VOICE NATL SHARE $17.99	0	$17.99	n/a	n/a
AMERICA'S CHOICE II NATIONAL SHARE + 100 TXT/PIX/FLIX $14.99	0	$14.99	n/a	n/a
GLOBAL VOICE & DATA BUNDLES	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
AC II GLOBAL 400 SHARE EMAIL & DATA+N&W+IN UNL + TXT	400	$84.60	22%	$65.98
AC II GLOBAL 600 SHARE EMAIL & DATA+N&W+IN UNL + TXT	600	$101.27	22%	$78.99
AC II GLOBAL 1000 SHARE EMAIL & DATA+N&W+IN UNL + TXT	1,000	$116.65	22%	$90.98
NATIONWIDE UNLIMITED PLANS	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE TALK UNLIMITED ANYTIME MINUTES $69.99 0110	UNL	$69.99	23%	$53.89
NATIONWIDE TALK & TEXT UNLIMITED ANYTIME MINUTES $89.99	UNL	$89.99	23%	$69.29
NATIONWIDE TALK & TEXT & DATA UNLIMITED ANYTIME MINUTES $149.99	UNL	$149.99	23%	$115.49
NATIONWIDE SMALL BUSINESS SHARE PLANS (TALK, TALK & TEXT)	**MIN**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 700	700	$60.00	23%	$46.20
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 700	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 1400	1,400	$80.00	23%	$61.60
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 1400	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 2000	2,000	$90.00	23%	$77.00
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 2000	0	$9.99	n/a	$9.99
NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 3000	3,000	$140.00	23%	$107.80
NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 3000	0	$9.99	n/a	$9.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 700	700	$90.00	23%	$69.30
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 700 0509	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 1400	1,400	$110.00	23%	$84.70
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 1400	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 2000	2,000	$120.00	23%	$92.40
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 2000	0	$9.99/$15.99	n/a	$9.99/$15.99
NATIONWIDE TALK TEXT SMALL BUSINESS SHR PRIMARY 3000	3,000	$170.00	23%	$130.90
NATIONWIDE TALK TEXT SMALL BUSINESS SHR SECONDARY 3000	0	$9.99/$15.99	n/a	$9.99/$15.99

MACHINE TO MACHINE SHARE GROUP 1	DATA	ACCESS	DISCOUNT	ACCESS (after disc)
MACHINE TO MACHINE 1MB PLAN (SHARE)	1MB	$5.00	n/a	n/a
MACHINE TO MACHINE 5MB PLAN (SHARE)	5MB	$7.00	n/a	n/a
MACHINE TO MACHINE 25MB PLAN (SHARE)	25MB	$10.00	n/a	n/a
MACHINE TO MACHINE 50MB PLAN (SHARE)	50MB	$15.00	n/a	n/a
MACHINE TO MACHINE SHARE GROUP 2	**DATA**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
MACHINE TO MACHINE 250MB PLAN	250MB	$25.00	n/a	n/a
MACHINE TO MACHINE 5GB PLAN	5GB	$50.00	23%	$42.50
MACHINE TO MACHINE 250MB PLAN (SHARE)	250MB	$35.00	23%	$29.75
MACHINE TO MACHINE 5GB PLAN (SHARE)	5GB	$60.00	23%	$51.00
DATA ONLY PLANS: SMARTPHONE & BB	**DATA**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE UNLIMITED PDA+IN+TXT $47.49 1108	UNL	$47.49	22%	$37.04
NATIONWIDE UNLIMITED BLACKBERRY+IN+TXT $47.49 1108	UNL	$47.49	22%	$37.04
GLOBALEMAIL & DATA UNLIM + TXT 6537 0408	UNL	$65.37	22%	$50.98
MOBILE BROADBAND PLANS	**DATA**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
4G $37.99 UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	UNL	$37.99	n/a	n/a
4G MOBILE BROADBAND 5GB $0.05/MB $34.99 0911	5GB	$34.99	n/a	n/a
3G $37.99 UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	UNL	$37.99	n/a	n/a
3G $37.99 UNLIMITED USA-ONLY MOBILE BROADBAND PLAN (BGSA 666)	UNL	$37.99	n/a	n/a
DATA FEATURES		**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
UNLIMITED SMARTPHONE		$44.99	23%	$34.64
BBA CONNECT UNL $10		$10.00	n/a	n/a
GLOBAL DATA FEATURE - $25/100 MB DATA ALLOWANCE		$25.00	23%	$19.25
4G GLOBAL DATA FEATURE - $25/100 MB DATA ALLOWANCE		$25.00	23%	$19.25
ADDITIONAL FEATURES		**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
23% DISCOUNT APPLIES TO FEATURES OF $24.99 OR HIGHER, WHEN COMBINED WITH RATE PLANS $34.99 AND HIGHER.				
PUSH TO TALK FOR ENTERPRISE VALID ON ANY NATIONWIDE PLAN		$5.00	n/a	n/a
PUSH TO TALK FOR ENTERPRISE (ONLY WITH STATE OF TEXAS LOC DIGITAL)		$10.00	n/a	n/a
PUSH TO TALK FOR ENTERPRISE BB (ONLY WITH STATE OF TEXAS LOC DIGITAL)		$10.00	n/a	n/a
PUSH TO TALK FOR ENTERPRISE BLACKBERRY VALID ON ANY NATIONWIDE PLAN		$5.00	n/a	n/a
250 TXT/PIX/FLIX		$5.00	n/a	n/a
1000 TXT/PIX/FLIX		$10.00	n/a	n/a
TXT MSG UNLIM -$12.00 (AVAILABLE ON PLANS NOT ALREADY INCLUDING UNLIM)		$12.00	n/a	n/a
FFM LIMITED – BASIC PHONE (DATA PLAN REQUIRED)		$15.00	n/a	n/a
FFM BASIC – BASIC PHONE (DATA PLAN REQUIRED)		$20.00	n/a	n/a
FFM PRO – BASIC PHONE (DATA PLAN REQUIRED)		$25.00	23%	$19.25
FFM LIMITED – SMARTPHONE (DATA PLAN REQUIRED)		$15.00	n/a	n/a
FFM BASIC – SMARTPHONE (DATA PLAN REQUIRED)		$20.00	n/a	n/a
FFM PRO – SMARTPHONE (DATA PLAN REQUIRED)		$25.00	23%	$19.25
PTT/FFM BUNDLE PROMO (DATA PLAN REQUIRED)		$20.00	n/a	n/a
FFM ONLY (NO VOICE) LIMITED		$24.99	n/a	n/a
FFM ONLY (NO VOICE) BASIC		$29.99	n/a	n/a
PTT ONLY + FFM BASIC BUNDLE		$45.00	23%	$34.65
COLOR INDICATES WHICH PLANS SHARE				

AI-37622 **Urban County 14. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the City of Penitas, is requesting approval of a best and final negotiated contract for professional engineering services with Javier Hinojosa Engineering in the amount of $3,790.00 utilizing Year 25 (2012) Urban County funds for street improvements on the Penitas Park Avenue in Penitas, Texas.

BACKGROUND

Javier Hinojosa Engineering has submitted a best and final offer for the required professional engineering services for the 2012 street improvements project which consists of engineering and design plans and specifications. Javier Hinojosa Engineering was the highest ranked firm by Commissioner's Court on December 28, 2012. Contract approval in the amount of $3,790.00 is being requested for engineering and legal counsel has approved the form contract as of April 26, 2012. See attached concurrence letter, Planning Department's negotiation recommendation, contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Engineering Firm: Javier Hinojosa Engineering
Contract Amount: $ 3,790.00

Funds Available: $ 58,900.00 – FY 25 (2012) Penitas Street Improvement Funds

Attachments

Backup- Penitas Prof, Serv

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/12/2013 02:52 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Mary Flores Started On: 03/11/2013 03:25 PM

Final Approval Date: 03/22/2013

Mayor Marcos Ochoa
Mayor Pro-Tem Antonio "Tony" Flores Jr.
Commissioner Tomas Cedillo
Commissioner Jose Roel Flores
Commissioner Alejandro Guajardo
City Manager Oscar Cuellar

CITY OF PEÑITAS

****

March 11, 2013

Ms. Diana Serna, Director
Hidalgo County Urban County Program
3312 W. Alberta Rd.
Edinburg, Texas 78539

Dear Ms. Serna

We have reviewed the final offer submitted by Javier Hinojosa Engineering for the Peñitas Park Avenue Improvements project and recommend approval.

Please schedule for Commissioner's Court approval as soon as possible so we can proceed with the project.

If you have any questions please contact me at oscarpenitas@yahoo.com or at 956-240-1106.

Respectfully

Oscar Cuellar Jr.
City Manager

P.O. Box 204 Peñitas, TX 78576 Phone~ 956-581-3345 Fax~ 956-581-3346 E-mail~ oscarpenitas@yahoo.com

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

Urban County Program
Dt:

March 1, 2013

Mr. Noe Cavazos, City Manager
City of Peñitas
P.O. Box 204
Penitas, Texas 78576

Re: 2012 Peñitas Street Improvements

Dear Mr. Cavazos,

Attached please find the Scope of Services for the 2012 Peñitas Street Improvements for Peñitas Park Avenue. Our best and final offer for Engineering Service for this project is $3,790.00. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Candace J. Armenta, Program Coordinator I , Urban County Program,

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2013\LETTERS\BEST AND FINAL OFFER\Cavazos-Noe-03-01-13.doc

Policy Number:

Date Entered: 04/27/2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2012

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 Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MID-CENTURY INSURANCE COMPANY	
INSURED JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504	INSURER B: FARMERS INSURANCE EXCHANGE	
	INSURER C: FARMERS INSURANCE EXCHANGE	
	INSURER D: Arognaut Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X	X	605021032	6/28/2012	6/28/2013	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 $EXCL $1,000,000 $EXCL $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	069398805	3/29/2012	03/29/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	N0707-71-94	12/1/2012	12/1/2013	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
D	PROFESSIONAL Liability			IAE12530-0	12/4/2012	12/4/2013	PER CLAIM	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

Scheduled autos: vehicle 1-2008 Chevrolet Silverado PU Vin#-1GCHK23698F130618
vehicle 2-2009 Chevrolet Silverado PU Vin#-3GCEK33249G191168

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY ATTN: PURCHASING DEPT 2812 S HIGHWAY BUSINESS 281 EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE W. Carl Davis

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 26th day of March, 2013 by and between **Urban County Program,** (hereinafter called the "Party") and **Javier Hinojosa Engineering**, duly authorized Engineer, herein acting by **Javier Hinojosa, Principal Engineer** (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 **Penitas Street Improvements** Account(s) **5012-60-0311-5000-6000** *(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 bond 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 $\$ \underline{3,790.00}$ 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 the 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 **ninety (90) days** and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
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 Three Hundred Thousand Dollars ($300,000.00) for bodily injury and One Hundred Thousand Dollars ($100,000.00) for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, 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 **March 26th, 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:_____
Javier Hinojosa, Principal Engineer

Firm Name: **Javier Hinojosa Engineering**
Address: **416 East Dove Avenue**
City/ST/ZIP: **McAllen, Texas 78504**

FED ID #/SS #: **74-2865301**

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
URBAN COUNTY PROGRAM
2012 PEÑITAS STREET IMPROVEMENTS
PEÑITAS PARK AVENUE
PREPARED BY: JAVIER HINOJOSA ENGINEERING

The City of Peñitas proposes to construct paving improvements for Peñitas Park Avenue within the City's existing park. The improvements will consist of the construction of a 24' wide asphalt street with 28' wide caliche base. In addition, drainage improvements for the roadway will be constructed.

Contract Amount: $3,790.00

Project Tasks

TASK I – PROJECT ORIENTATION AND STARTUP

We propose that an initial project orientation meeting be scheduled so that both the County and our firm may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

TASK II – SURVEY

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis of design alternatives.

TASK III – DESIGN

This task will assure that the paving improvements designed and incorporated in the plans are adequate for the area.

TASK IV – PRELIMINARY PLANS AND ESTIMATES

The preliminary set of plans which will result from Task III along with cost estimates will be reviewed with County staff for input and guidance.

TASK V – FINAL PLANS AND SPECIFICATIONS

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for constructing the project.

TASK VI – CONSTRUCTION

During this stage we will observe ongoing work, provide construction staking for the Precinct. Upon completion, a final inspection will be scheduled with the Precinct. The outcome of this final inspection will be a certificate of completion or a punch list of items for the Precinct to complete.

Preliminary Cost Estimate
Peñitas Park Avenue
Owner: City of Peñitas
Engineer: Javier Hinojosa Engineering
March 1, 2013

A. <u>Peñitas Park Avenue (24' HMAC/28' Caliche; 210 LF)</u>

1.	Unc. Excavation/Subgrade Prep.	325	CY	@	$5.00	=	$1,625.00
2.	8" Flexible Base	675	SY	@	$8.00	=	$5,400.00
3.	2" HMAC	600	SY	@	$10.00	=	$6,000.00
4.	Prepare Bar Ditches	420	LF	@	$3.00	=	$1,260.00
5.	18" RC Pipe	200	LF	@	$35.00	=	$7,000.00
6.	Curb Inlet	2	EA	@	$4,000.00	=	$8,000.00
7.	Down Drain	1	EA	@	$2,500.00	=	$2,500.00
8.	Trench Protection	200	LF	@	$3.00	=	$600.00

Subtotal	:	**$32,385.00**
Engineering Fee	:	**$3,790.00**
Laboratory Testing	:	**$1,000.00**
Contingency (10%)	:	**$3,238.50**
Total	:	**$40,413.50**

Javier Hinojosa Engineering
Engineering Contract Rates
Project: Peñitas Park Avenue
City of Peñitas

Project Description: Peñitas Park Avenue Paving Improvements	Project Engineer	Engineer Assistant	R.P.L.S.	3 Man Survey Crew	Project Inspector	CADD/Designer	Clerical	Total Hours & Cost
Preliminary Phase	0	1	0	~~5~~ 4	0	0	0	6
Design Phase	~~5~~ 4	~~18~~ 13	0	0	0	12	1	29
Construction Phase	1	1	0	~~3~~ 2	8	0	0	13
TOTAL HOURS	~~7~~ 5	~~12~~ 10	0	~~8~~ 6	8	12	1	48
RATE PER HOUR	$150.00	$95.00	$145.00	$110.00	$70.00	$70.00	$30.00	
TOTAL COST	$1,050.00	$1,140.00	$0.00	$880.00	$560.00	$840.00	$30.00	$4,500.00
					✓	✓	✓	

$750^- $950^- $660^- $3,790^-

PE 2/26/13

Javier Hinojosa Engineering
Engineering Contract Rates
Project: Peñitas Park Avenue
City of Peñitas

Project Description: Peñitas Park Avenue Paving Improvements	Project Engineer	Engineer Assistant	R.P.L.S.	3 Man Survey Crew	Project Inspector	CADD/Designer	Clerical	Total Hours & Cost
Preliminary Phase	0	1	0	5	0	0	0	6
Design Phase	6	10	0	0	0	12	1	29
Construction Phase	1	1	0	3	8	0	0	13
TOTAL HOURS	5	10	0	6	8	12	1	48
RATE PER HOUR	$150.00	$95.00	$145.00	$110.00	$70.00	$70.00	$30.00	
TOTAL COST	$750.00	$950.00	$0.00	$660.00	$560.00	$840.00	$30.00	$3,790.00

AI-37642 **Urban County 14. B.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a budget and program amendment for the City of Progreso to its Urban County Program FY 25 (2012) work plan. The amendment will decrease the street improvements activity by $14,345.00 and create a Parks, Recreational Facilities activity and add the following scope of work: the construction of a parking lot at the Progreso City Park, to include but not limited to purchase and installation of area lighting along the walking trail and all around the park, including all related engineering fees, material testing fees, and advertisements as they pertain to project completion for a project already included in 2011 work plan.

BACKGROUND

A Public Hearing was held on March 11, 2013 at 6:00 P.M. and citizen participation requirements have been met. The City of Progreso approved a budget and program amendment for Fiscal Year 25 (2012):

The proposed amendment will **create** the following activity:
Parks, Recreational Facilities

The proposed amendment will **add**:
$14,345.00 to the activity

The proposed amendment will **add** the following scope of work:
Project consists of the construction of a parking lot at the Progreso City Park, to include but not limited to purchase and installation of area lighting along the walking trail and all around the park, including all related engineering fees, material testing fees, and advertisements as they pertain to project completion for a project already included in 2011 work plan.

Attachments

Backup Cityof Progreso

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 10:22 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Mary Flores Started On: 03/12/2013 04:19 PM

Final Approval Date: 03/22/2013

City of PROGRESO
Est. 1991

"Pride in the Community"

Mayor Omar Vela
Alderman Ruben Abundiz
Alderman Eric Chaidez
Mayor Pro-Tem Orlando Vela
Alderman Armando Cavazos
Alderman Juan J Ramos Jr.

March 12, 2013

Monica Leal
UCP Coordinator
Urban County Program
Edinburg, Tx

Dear Ms. Leal,

The City of Progreso at a special meeting on March 11, 2013 approved a budget and program amendment to its Urban County program, Year 25(2012). Please place this item on the agenda for the next County Commissioner's Court meeting for approval at your earliest convenience.

Thank you,

Fred Espinosa
City Manager
City of Progreso

PUBLIC HEARING NOTICE
CITY OF *PROGRESO*
URBAN COUNTY PROGRAM

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of ***Progreso*** will conduct a Public Hearing to solicit input from interested parties on the City's proposed Budget and Program Amendment to its Urban County program, **Year 25 (2012)**.

The Public Hearing will be held on ***Monday, March 11, 2013 at 6:00 p.m.*** located at the **Progreso** City Hall, ***300 N. FM 1015 Road, Progreso, TX 78579.***

Following is the proposed Budget and Program Amendment for your consideration:

Existing Budget	**Urban County Year 25 (2012) Activities**	**Proposed Budget**
$113,035.67	Street Improvements **(-$14,345.00)**	$ 98,690.67
$ 0.00	Park, Recreational Facilities **(+$14,345.00)**	$ 14,345.00
$113,035.67	**TOTAL**	**$113,035.67**

The proposed amendment will **create** the Park, Recreational Facilities line item by $14,345.00 and include the following to its work plan: Project consists of the construction of a parking lot at the Progreso City Park, to include but not limited to purchase and installation of area lighting along the walking trail and all around the park, including all related engineering fees, material testing fees, and advertisements as they pertain to project completion for a project already included in 2011 work plan.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 565-0241. Written comments may be forwarded to:

Mayor Omar Vela
City of Progreso
PO Box 699
Progreso, Texas 78579

Public Hearing, Urban County

March 11, 2013 6: OO PM

Sign in sheet

1 Alfredo Espinoza

2

3

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6

7 Armando Caceres

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NOTICE AND AGENDA

BOARD OF ALDERMEN

Regular

Meeting

CITY OF PROGRESO

March 11, 2013

NOTICE is hereby given that on the **11th** ***day of March , 2013*** the Board of Aldermen of the City of Progreso will hold ***Special Meeting at 6: 15 p.m.*** The meeting will be located on corner of West Palm Ave. and Business FM 1015, Progreso City Hall, Progreso, Texas.

If during the course of the meeting, the Board of Aldermen should determine that a closed or executive session of the Board is required, then such closed or executive session or meeting is authorized by Sections 551.071-551.084 et seq. be given after the commencement of the meeting covered this notice

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any item during the meeting, then such final action, final decision, or final vote shall be made during the opening covered by this notice upon the reconvening of this notice upon the reconvening of this public meeting.

1. Call Meeting to Order and Roll Call;
2. Certification of Agenda;
3. Discussion and action budget and program amendment Year 25 (2012)
4. Items from staff;
5. Items from citizens;
6. Adjournment.

Witness my Hand and Seal of the City this the 8st day of March, 2013

ALFREDO ESPINOSA

CITY ADMINISTRATOR

Attest:

City Secretary Francisco Alanis

Posted March 8, 2013 @ 9:30 a.m.

CITY OF PROGRESO

The following minutes of the Regular Meeting of the Board of Alderman held March 11, 2013 at 6:15 p.m.

Mayor Omar Vela called the meeting to order and established a quorum at 9:00 a.m.

1. Call meeting to order and establish a quorum

	Present	Absent
Mayor Omar Vela	X	
Mayor Pro-Tem Orlando Vela	X	
Alderman Ruben Abundiz	X	
Alderman Juan J Ramos	X	
Alderman Armando Cavazos	X	
Alderman Eric Chaidez		X

Other Present: City Administrator Alfredo Espinosa, City Secretary Francisco Alanis
Others Absent: City Attorney Kevin O'Hanlon

2. Certification of Agenda:
City Administrator Alfredo Espinosa certified that the agenda was posted March 8, 2013 at 9:00 a.m.

3. Discussion and Action on budget and program amendment Year 25 (2012)
Mayor Pro-Tem Orlando Vela made a motion . 2nd was made by Alderman Ruben Abundiz. All in favor Motion passed.

4 Adjournment
Mayor Pro-Tem Orlando Vela made a motion for adjournment. 2nd was made by Alderman Juan J Ramos. Motion passed and was adjourned at 6:30 p.m.

AI-37641 **Urban County 14. C.**

CC REGULAR

Meeting Date: 03/26/2013

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 Progreso is requesting approval and award of best and final negotiated contract with Raba Kistner Consultants, Inc. in the amount of $11,292.60 utilizing CDBG Year 25 (2012) for the City of Progreso – Street Improvements.

BACKGROUND

Raba Kistner Consultants submitted a best and final offer for construction material testing services for the Street Improvements project in the City of Progreso. Raba Kistner Consultants, Inc. was the highest ranked firm by County Commissioner's Court. Contract approval in the amount of $11,292.60. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 11,292.60

Funds Available: $113,035.67 FY 25 (2012) Street Improvements

Attachments

City of Progreso Letter ,scope of services

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 10:22 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Mary Flores Started On: 03/12/2013 04:07 PM

Final Approval Date: 03/22/2013

City of PROGRESO
Est. 1991

Mayor Omar Vela
Mayor Pro Tem Orlando Vela
Alderman Ruben Abundiz
Alderman Charlie Vasquez
Alderman Eric Chaidez
Alderman Paz Urbina
City Administrator Fred Espinoza

March 12, 2013

Monica Leal, UCP Coordinator
Urban County Program
Edinburg, Tx

Dear Ms. Leal

The City of Progreso has reviewed and approved the best and final offer of $11,202.60 for material testing services for Urban County Year 25 street improvement projects. Please place this item on the next County Commissioner's Court agenda for approval.

Sincerely,

Fred Espinosa

Received
MAR 12 2013
Urban County Program
By:

P.O.Box 899 Progreso, Texas 78579
Office: 956-565-0241 Fax: 956-565-1332

CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES

BETWEEN

COUNTY OF HIDALGO- URBAN COUNTY PROGRAM

and

Raba Kistner Consultants, Inc.

APPROVED ON March 26, 2013

For

MATERIAL TESTING SERVICES

2011 STREET IMPROVEMENTS
(Martinez, Arroyo, Maritza, Obregon, Pine, Oak, CPL Jr., Becerra, S. SGT SW Daily Streets and any surrounding streets within the general vicinity, Progreso, TX)

CONTRACT AGREEMENT
MATERIAL TESTING SERVICES

HIDALGO COUNTY-URBAN COUNTY PROGRAM

STATE OF TEXAS
COUNTY OF HIDALGO

PART I – PARTIES AND SERVICES

This agreement is made on **March 26,** in the year **2013,** between **County of Hidalgo-Urban County Program,** hereinafter called the **Client**, and **Raba Kistner Consultants, Inc.,** hereinafter called the **Consultant**, for **Construction Material Testing Services**, hereinafter called the **Services**.

Hidalgo County-Urban County Program 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.

The **Consultant** agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The **Consultant** 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 **Consultant** 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 **Consultant** 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.

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.
Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The **Consultant** shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

PART II – FEES

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled **"Schedule of Fees for Professional Services."**

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – CONSULTANT SHALL:

1.0 Perform Geotechnical & Environmental Consulting Services for Hidalgo County –Urban County Program as identified in Attachment A "Scope of Services".

1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.

1.2 Provide only those **Services** that, in the opinion of the **Consultant**, lie within the technical and professional area of expertise of the **Consultant** and which **Consultant** is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client.**

1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were preformed.

1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.

1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.

1.7 Report Distribution and Ownership

1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or

agencies as designated in writing by the **Client** and its authorized representative.

1.7.2 **Client** acknowledges the **Consultant's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Consultant**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Consultant**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.

1.8 **Consultant** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBILITIES-
Client or its authorized representative shall:

2.1 Provide the **Consultant** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Consultant**.

2.2 Designate in writing those persons or firms who are authorized to receive copies of **Consultant's** inspection and test reports.

2.3 Advise **Consultant** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Consultant**.

2.4 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:

(a) Secure and deliver to **Consultant**, at no cost to **Consultant**, preliminary representative samples of materials it proposes to use which require laboratory testing.

(b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.

(c) Provide and maintain for the use of the **Consultant**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

3.1 **Consultant**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.

3.2 **Consultant** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Consultant**.

3.3 **Consultant** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Consultant** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.

3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Consultant** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.

3.5 Neither **Client** nor **Consultant** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.

3.6 The only warranty made by **Consultant** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.

3.7 Successors and Assigns.

3.7.1 **Client** and **Consultant** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

3.7.2 Neither **Client** or **Consultant** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Consultant** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Consultant**.

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Consultant** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Consultant and Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Client will require the Consultant, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Consultant's negligence in the performance

of the work described in this agreement.

ARTICLE 4. INSURANCE

The **Consultant** shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

4.1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to Hidalgo County-Urban County Program.

4.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4.3 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;

4.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

4.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

4.6 Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Consultant** for Services rendered while work is in progress as executed through a lump sum fee For each **Request for Payment**, the **Consultant** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

6.0 After execution of this **Agreement**, the **Consultant** shall proceed with work, only as authorized by the **Client** through a formal **NOTICE TO PROCEED**.

6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Consultant** and supercedes all

prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Consultant.**

6.2 The **Agreement** shall remain in force for the duration of the project from the date this agreement is signed by all parties.

ARTICLE 7. APPLICABLE LAW:

7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

ARTICLE 8. ATTORNEY FEES:

8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed concerning the operation, construction interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

LABORATORY:

Martin Vila, P.E.

Raba Kistner Consultants, Inc.
800 East Hackberry
McAllen, Texas 78501

CLIENT:

Diana R. Serna, UCP Director

Hidalgo County-Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

APPROVED AS TO FORM:
BY: STEVE CRAIN- ATLAS & HALL
DATE: 5-8-12

March 6, 2013

RABA KISTNER CONSULTANTS

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Ms. Monica Leal, UCP Coordinator I
County of Hidalgo Urban County Program
3304 West Alberta
Edinburg, Texas 78539

Re: Construction Materials Observation & Testing Services
City of Progreso Street Improvements Project
Progreso, Hidalgo County, Texas

Dear Ms. Leal:

RABA KISTNER Consultants, Inc., (RKCI), has provided a proposal to perform construction materials observation and testing services to the City of Progreso on an "on-call" basis for the above referenced project. The proposal is dated March 6, 2013, and is **RKCI** Proposal number PMD13-037-00. The estimated cost of services as indicated in this proposal is $11,292.60. This amount constitutes the best and final offer by **RKCI.**

We thank you for the opportunity to be a member of the project team on this important project. If you should have any questions pertaining this matter or if we may be of additional assistance please do not hesitate to call.

Very truly yours,

RABA KISTNER Consultants, Inc.

For Dennis C. Charkow
Supervisor, CME

Copies submitted: Above (1)

Received
MAR 8 2013
Urban County Program
By: San Antonio • Austin

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Proposal No.: PMD13-037-00
March 6, 2013

Mr. Alfredo Espinoza, City Manager
City of Progreso
P.O. Box 699
Progreso, Texas 78579

RE: Construction Materials Observation and Testing Services
City of Progreso Street Improvements Project
Progreso, Hidalgo County, Texas

Dear Mr. Espinoza:

Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project. **RKCI is the Geotechnical Engineer of record for this project and would be a valuable team member during the construction of this project.**

Our opinion of probable cost of services for this project is **$11,292.60.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications picked-up on Tuesday, October 23, 2012, at the office of Dannenbaum Engineering Company, LLC, and are without the aide of the general contractor's schedule. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable within 30 days upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

For Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
City of Progreso Street Improvements Project
Progreso, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$214.75	each	3	$644.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$78.25	each	3	$234.75
3. Sieve Analysis -200	$53.00	each	2	$106.00
4. Sieve Analysis - Flexible Base Material	$53.00	each	1	$53.00
5. Technician Time Sampling	$46.00	hour	6	$276.00
6. Proof Rolling Observation	$46.00	hour	6	$276.00
7. Lime Series Cuve Determination Including Five pH Determinations	$385.00	each	1	$385.00
8. Wet Ball Mill	$220.00	each	1	$220.00
9. Field Density Test - Roadway (Assume 1 Density / 200 ln.ft. Roadway)	$19.75	each	56	$1,106.00
10. Technician Time - Density Testing - Roadway	$46.00	hour	38	$1,748.00
11. Vehicle Travel Charge	$45.00	trip	25	$1,125.00
Subtotal				**$6,174.00**
Asphalt: Resurface and Recontruction				
1. Asphaltic Concrete Laydown Observation	$55.00	hour	30	$1,650.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$265.00	each	6	$1,590.00
3. Maximum Theoretical Specific Gravity of Asphalt	$97.00	each	6	$582.00
4. Vehicle Travel Charge	$45.00	trip	6	$270.00
Subtotal				**$4,092.00**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$1,026.60
Subtotal				**$1,026.60**
		GRAND TOTAL		**$11,292.60**

Fees for Consulting & Coordination Services	**Unit Fees**
Principal Engineer	$ 135.00 to 250.00/hr
Managing Engineer	95.00 to 200.00/hr
Staff Engineer	70.00 to 200.00/hr
Laboratory Manager	65.00 to 150.00/hr
Construction Services Manager	65.00 to 90.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	160.00/ea
Report Preparation and Administration	38.00 to 75.00/hr

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services involving only RK's tests and observation reports, advice, judgment and opinion. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information in the performance of RK's services. RK will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions in such information. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants and shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the requirements of the project as listed in the specification and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **RIGHT TO RETAIN SUB-CONSULTANTS.** CLIENT acknowledges that while performing the services and work products, situations or circumstances may occur where RK determines that in its judgment the services of sub-consultants may be necessary.

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take title to any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work products.

13. **LIMITATION OF LIABILITY.** To the greatest extent permitted by law, CLIENT'S sole remedy against RK for claims and liabilities in any way arising out of or directly or indirectly related to the error, omission, or other professional negligence of RK's work for CLIENT will not exceed an aggregate limit of $100,000 or the amount of RK's fee, whichever is greater for that portion of RK's work found to be defective, regardless of the legal theory which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of contract, breach of warranty, strict liability or otherwise.

14. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

15. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

16. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, RK AGREES TO INDEMNIFY AND HOLD THE CLIENT HARMLESS FROM AND AGAINST LIABILITIES, DAMAGES AND COSTS TO THE EXTENT CAUSED BY RK'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT AND TO THE EXTENT THAT RK IS RESPONSIBLE FOR THE LIABILITIES, DAMAGES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN RK AND THE CLIENT. NEITHER CLIENT NOR RK IS RESPONSIBLE FOR DAMAGES OR LIABILITIES CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS FOR PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY AN APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS. THIS INDEMNIFICATION EXPRESSLY EXCLUDES THE DUTY OF RK TO DEFEND THE CLIENT. HOWEVER, THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE THE CLIENT FROM SEEKING RECOVERY OF ITS REASONABLE ATTORNEYS' FEES AS PART OF ITS DAMAGES. THE CLIENT AGREES TO LOOK SOLELY TO THE CORPORATE ASSETS, INCLUDING BUT NOT LIMITED TO INSURANCE POLICIES, OF RK, WITH RESPECT TO SATISFACTION OF ANY LIABILITIES THAT MAY ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT. ACCORDINGLY, NO EMPLOYEE, PRINCIPAL, DIRECTOR, OFFICER, PARTNER, OR SHAREHOLDER OF RK SHALL BE SUBJECT TO ANY PERSONAL LIABILITY ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT.**

17. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of RK's principal place of business; the claim will be brought and tried in judicial jurisdiction of the court of the county where RK's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

18. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

19. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date on which RK issues its report under this Agreement; or (2) if RK is retained to perform construction observation, the date of substantial completion of the project.

20. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

21. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

22. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

23. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Proposal No.: PMD13-037-00
March 6, 2013

ATTACHMENT II

RABA KISTNER Consultants, Inc.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135	to $250/hour
Professional	$ 70	to $200/hour
Auto Cad Operator	$ 65	to $110/hour
Technical/Clerical/Administrative	$ 40	to $ 80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (**RKCI**) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other projects specific charges for use of RKCI equipment or for RKCI testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable within 30 days upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Catto & Catto LLP
217 East Houston Street Suite 100
San Antonio TX 78205-2694

CONTACT NAME: Janet Hajek
PHONE (A/C, No, Ext): 210-222-2161 **FAX (A/C, No):** 210-222-1618
E-MAIL ADDRESS: jhajek@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Guarantee & Liability	
INSURER B : American Zurich Ins. Co.	
INSURER C : Zurich American Ins Co	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Manuel Zuniga
Raba Kistner Inc.
P.O. Box 690287
San Antonio TX 78269-0287

COVERAGES **CERTIFICATE NUMBER:** 1328787199 **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			GLA3994747	10/1/2012	10/1/2013	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 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			GLA3994747	10/1/2012	10/1/2013	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 [X] RETENTION $0			AUC3994749	10/1/2012	10/1/2013	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
C	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		WC3994748	10/1/2012	10/1/2013	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
B	Physical Damage			GLA3994747	10/1/2012	10/1/2013	Comp. Deductible Coll. Deductible	1000 1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Infrastructure and Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: City of Progreso - Street Improvements Project. Project #PMD13-037-00

CERTIFICATE HOLDER

County of Hidalgo Urban County Program
3304 West Alberta
Edinburg TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-37640 **Urban County 14. D.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The City of Elsa and Urban County Program are requesting authorization to cancel an existing contract with J.E. Saenz & Associates, Inc. in the amount of $10,000.00 for a 2004 Water/Sewer Improvements project. The City received a grant from the Water Development Board and decided they did not need the services from the engineer. Urban County Program has received reimbursement from the City of Elsa for the work completed and paid to the engineer.

BACKGROUND

J.E. Saenz & Associates, Inc. completed and was paid 75% ($7,500.00) of the professional service contract, which included the preliminary and design phases. The project will be deleted through a budget and program amendment. A copy of the letter from J.E. Saenz & Associates, Inc. agreeing to the contract cancelation is included.

Attachments

City of Elsa Cancellation of contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 10:22 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Mary Flores Started On: 03/12/2013 03:52 PM

Final Approval Date: 03/22/2013

CITY OF ELSA

March 1, 2013

Attn: Diana R. Serna, Director
Hidalgo County - Urban County Program
3304 W. Alberta
Edinburg, TX 78539

RE: Cancellation of Professional Service Agreements with J.E. Saenz & Associates, Inc.

Dear Ms. Serna,

Please let this letter serve as a request to cancel two (2) professional service agreements currently open with J.E. Saenz & Associates, Inc for FY 17 & 18 (2004 & 2005) Water/Sewer Improvement projects. At the time, the city opted to complete the projects with a grant received from the Water Development Board and did not need the services from the Engineer. As a result of our cancellation we were required to reimburse the Urban County Program for payments made to the engineer in the amount of $26,061.22. Listed below are the projects we are requesting to cancel:

Project A:
Elsa – Water/Sewer Improvements
Main lift station improvements Phase II
Contract amount: $24,748.30

Project B:
Elsa – Water/Sewer Improvements
Zavala St. FM 88, 4th Street
Contract Amount: 10,000.00

Should you require any additional information, please do not hesitate to contact me at your earliest convenience to 956-262-2127.

Respectfully,

Alonzo Perez
Mayor of City of Elsa

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
FRIM NO. 1273

December 2, 2009

Lupita Garcia
Urban County
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: City of Elsa Water/Sewer Improvements Phase II (Sludge Dewatering System)

Ms. Garcia,

On November 4, 2008, J.E. Saenz & Associates (JES) entered into an agreement between Hidalgo County (Urban County Program) and the City of Elsa. The scope of work was to analyze and recommend the best method for rehabilitating and restoring of the interior wall of the existing wet well. Design a sludge dewatering system including but not limited to any necessary electrical and structural design. The sludge dewatering system was to be used in place of the drying beds, since the drying beds were not working efficiently.

Plans and specifications were 100% completed and submitted to the City of Elsa in July of 2009. Since then this project has been on hold. The City of Elsa hired Melden and Hunt as the City Engineers and had been working on multiple funding applications for the water and wastewater treatment plants improvements. One of the recommendations from Melden and Hunt included the reconstruction of the drying beds.

The sludge dewatering system project was placed on hold, pending application approval. The City has since then received approval and will no longer be requiring the need of the sludge dewatering system and the rehabilitation of the wet well. As per the City of Elsa the project is complete with no construction needed.

Since the sludge dewatering system will not go through the bidding process or construction phase, JES is recommending to close out the project at 100% complete through engineering design phase.

If you have any questions please give us a call at (956) 383-2984.

Respectfully Submitted,

Jose E. "Eddie" Saenz, P.E.
President
JES,av

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POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

AI-37638 **Urban County 14. E.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The City of Elsa and Urban County Program are requesting authorization to cancel an existing contract with J.E. Saenz & Associates, Inc. in the amount of $24,748.30 for a 2005 Water/Sewer Improvements project. The City received a grant from the Water Development Board and decided they no longer needed the services from the engineer. Urban County Program has received reimbursement from the City of Elsa for the work completed and paid to the engineer.

BACKGROUND

J.E. Saenz & Associates, Inc. completed and was paid 75% ($18,561.22) of the professional service contract, which included the preliminary and design phases. The project will be deleted through a budget and program amendment. A copy of the letter from Guzman and Muñoz Engineering and Surveying, Inc. agreeing to the contract cancelation is included.

Attachments

City of Elsa/ Cancellation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 10:22 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Mary Flores Started On: 03/12/2013 03:20 PM

Final Approval Date: 03/22/2013

CITY OF ELSA

March 1, 2013

Attn: Diana R. Serna, Director
Hidalgo County - Urban County Program
3304 W. Alberta
Edinburg, TX 78539

RE: Cancellation of Professional Service Agreements with J.E. Saenz & Associates, Inc.

Dear Ms. Serna,

Please let this letter serve as a request to cancel two (2) professional service agreements currently open with J.E. Saenz & Associates, Inc for FY 17 & 18 (2004 & 2005) Water/Sewer Improvement projects. At the time, the city opted to complete the projects with a grant received from the Water Development Board and did not need the services from the Engineer. As a result of our cancellation we were required to reimburse the Urban County Program for payments made to the engineer in the amount of $26,061.22. Listed below are the projects we are requesting to cancel:

Project A:
Elsa – Water/Sewer Improvements
Main lift station improvements Phase II
Contract amount: $24,748.30

Project B:
Elsa – Water/Sewer Improvements
Zavala St. FM 88, 4th Street
Contract Amount: 10,000.00

Should you require any additional information, please do not hesitate to contact me at your earliest convenience to 956-262-2127.

Respectfully,

Alonzo Perez
Mayor of City of Elsa

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
FRIM NO. 1273

December 2, 2009

Lupita Garcia
Urban County
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: City of Elsa Water/Sewer Improvements Phase II (Sludge Dewatering System)

Ms. Garcia,

On November 4, 2008, J.E. Saenz & Associates (JES) entered into an agreement between Hidalgo County (Urban County Program) and the City of Elsa. The scope of work was to analyze and recommend the best method for rehabilitating and restoring of the interior wall of the existing wet well. Design a sludge dewatering system including but not limited to any necessary electrical and structural design. The sludge dewatering system was to be used in place of the drying beds, since the drying beds were not working efficiently.

Plans and specifications were 100% completed and submitted to the City of Elsa in July of 2009. Since then this project has been on hold. The City of Elsa hired Melden and Hunt as the City Engineers and had been working on multiple funding applications for the water and wastewater treatment plants improvements. One of the recommendations from Melden and Hunt included the reconstruction of the drying beds.

The sludge dewatering system project was placed on hold, pending application approval. The City has since then received approval and will no longer be requiring the need of the sludge dewatering system and the rehabilitation of the wet well. As per the City of Elsa the project is complete with no construction needed.

Since the sludge dewatering system will not go through the bidding process or construction phase, JES is recommending to close out the project at 100% complete through engineering design phase.

If you have any questions please give us a call at (956) 383-2984.

Respectfully Submitted,

Jose E. "Eddie" Saenz, P.E.
President
JES,av

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POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

AI-37692 **Elections Administration 15. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of the appointment of members to Hidalgo County Vote Centers Committee based on recommendations from Judge & Commissioners.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/15/2013 09:02 AM
Roland Garcia	Rolando Garcia	03/22/2013 09:39 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/14/2013 04:21 PM

Final Approval Date: 03/22/2013

AI-37691 **Elections Administration 15. B.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion and approval of recommended changes to county election precinct boundaries under Article 3, Section 28 of the Texas Constitution and described in Texas Election Code 42.032 due to the redistricting by the City of Weslaco of their single member districts.

BACKGROUND

Attachments

Backup Info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2013 03:53 PM
Roland Garcia	Rolando Garcia	03/22/2013 09:39 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Amanda Valdez Started On: 03/14/2013 03:25 PM

Final Approval Date: 03/22/2013

Texas Election Code - Section 42.032. Redistricting: Boundary Changes

§ 42.032. REDISTRICTING: BOUNDARY CHANGES. If changes in county election precinct boundaries are necessary to give effect to a redistricting plan under Article III, Section 28, of the Texas Constitution, each commissioners court shall order the changes before October 1 of the year in which the redistricting is done.

Acts 1985, 69th Leg., ch. 211, § 1, eff. Jan. 1, 1986. Amended by Acts 1987, 70th Leg., ch. 436, § 16, eff. Sept. 1, 1987; Acts 1987, 70th Leg., ch. 472, § 9, eff. Sept. 1, 1987.

Constitution of the State of Texas (1876) Article III

SEC. 28. The Legislature shall, at its first session after the publication of each United States decennial census, apportion the State into senatorial and representative districts, agreeably to the provisions of sections 25 and 26 of this Article; and until the next decennial census, when the first apportionment shall be made by the Legislature, the State shall be, and it is hereby divided into senatorial and representative districts as provided by an ordinance of the Convention on that subject.

AI-37656 **Elections Administration 15. C.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Yvonne Ramon **Submitted By:** Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

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

Invoice Date:	Vendor:	Amount:
January 23, 2013	Verizon Wireless	$145.28
February 23, 2013	Verizon Wireless	$145.28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 **ACCT. #:** 3-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

available balance as of 03/22/13.

Attachments

Verizon Wireless January bill

Verizon Wireless February bill

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 03:23 PM
Roland Garcia	Rolando Garcia	03/22/2013 09:21 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Melanie Esparza Started On: 03/13/2013 12:50 PM

Final Approval Date: 03/22/2013

verizonwireless

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	322352571–00002	Past Due

Invoice Number	6843290488

REC'D FEB 05 2013 DG.

20001452 02 MB 0.402 **AUTO T9 1 1123 78540-065959 1 E CNTX2305

HIDALGO COUNTY ELECTIONS
PO BOX 659
EDINBURG, TX 78540-0659

Quick Bill Summary

Dec 24 – Jan 23

Previous Balance *(see back for details)*	$290.88
Payment – Thank You	–$145.44
Balance Forward Due Immediately	**$145.44**
Monthly Access Charges	$139.96
Usage Charges	
Voice	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$5.32
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by February 18, 2013	**$145.28**

Total Amount Due **$290.72**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VE

verizonwireless

Bill Date January 23, 2013
Account Number 322352571–00002
Invoice Number 6843290488

HIDALGO COUNTY ELECTIONS
PO BOX 659
EDINBURG, TX 78540–0659

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$290.72

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

6843290488010322352571000020000145280000290729

Summary for Phone Elections: 956–587–8464

Your Plan

State of TX DC Share 500
$34.99 monthly access charge
500 monthly allowance minutes
$.35 per minute after allowance

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

State of TX DC Share 500 01/24 – 02/23	34.99
	$34.99

Usage Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	500 (shared)	14	--	--
Total Voice					$.00
Total Usage Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.33
	$1.33

Total Current Charges for 956–587–8464 **$36.32**

Order #: 1123 Copy #: 05 Control #:20001452-00012256

Summary for Phone Elections: 956–587–8465

Your Plan

State of TX DC Share 500
$34.99 monthly access charge
500 monthly allowance minutes
$.35 per minute after allowance

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

State of TX DC Share 500 01/24 – 02/23	34.99
	$34.99

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.33
	$1.33

Total Current Charges for 956–587–8465 **$36.32**

Order #: 1123 Copy #: 05 Control #:20001452-00012255

Summary for Phone Elections: 956–587–8466

Your Plan

State of TX DC Share 500
$34.99 monthly access charge
500 monthly allowance minutes
$.35 per minute after allowance

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

State of TX DC Share 500 01/24 – 02/23	34.99
	$34.99

Usage Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	500 (shared)	3	--	--
Total Voice					$.00
Total Usage Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.33
	$1.33

Total Current Charges for 956–587–8466 **$36.32**

Order #: 1123 Copy #: 05 Control #:20001452-00012254

Summary for Phone Elections: 956–587–8467

Your Plan

State of TX DC Share 500
$34.99 monthly access charge
500 monthly allowance minutes
$.35 per minute after allowance

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

State of TX DC Share 500 01/24 – 02/23	34.99
	$34.99

Usage Charges

Voice		Allowance	Used	Billable	Cost
Night/Weekend	*minutes*	unlimited	16	--	--
Total Voice					$.00

Total Usage Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.33
	$1.33

Total Current Charges for 956–587–8467 **$36.32**

Order #: 1123 Copy #: 05 Control #:20001452-00012253

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On January 1, the FUSC decreased to 3.79 percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges decreased to 16.1 percent. For more details, please call 1–888–684–1888.

Notice Of Administrative Charge Decrease

Effective January 1, 2013, the monthly Verizon Wireless Administrative Charge for voice and email plans decreased from $0.99 to $0.90 per line for all eligible customers. The charge for Mobile Broadband customers remains at $.06. For information regarding this charge, call 1–888–684–1888. Please consult your Customer Agreement for information about rate changes.

America's Fastest 4G Network

With Verizon's 4G LTE you get speeds up to 10 times faster than 3G in over 440 markets nationwide. Verizon 4G LTE brings the power and speed you need to make your business more productive. Contact your rep today, or see verizonwireless.com/bestnetwork for details.

LTE is a trademark of ETSI.

Order #: 1123 Copy #: 05 Control #:200001452-00012252

verizonwireless

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	322352571–00002	Past Due
	Invoice Number	9700464064

REC'D MAR 08 2013 RG

20000729 02 MB 0.402 **AUTO T4 0 2293 78540-065959 1 E CNTX2305

HIDALGO COUNTY ELECTIONS
PO BOX 659
EDINBURG, TX 78540-0659

Quick Bill Summary

Jan 24 – Feb 23

Previous Balance *(see back for details)*	$290.72
Payment – Thank You	–$145.44
Balance Forward Due Immediately	**$145.28**
Monthly Access Charges	$139.96
Usage Charges	
Voice	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$5.32
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by March 18, 2013	**$145.28**

Total Amount Due **$290.56**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VB

verizonwireless

Bill Date	February 23, 2013
Account Number	322352571–00002
Invoice Number	9700464064

HIDALGO COUNTY ELECTIONS
PO BOX 659
EDINBURG, TX 78540–0659

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$290.56

$ ☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

970046406401032235257100002000014528000029056 9

Overview of Lines

Lines Charges	Page Number	Monthly Access Charges	Usage Charges	Equipment Charges	VZW Surcharges and Other Charges and Credits	Taxes, Governmental Surcharges and Fees	Third–Party Charges (includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
956–587–8464 Phone Elections	*4*	$34.99	––	––	$1.33	$.00	––	$36.32	––	––	––	––	––	––
956–587–8465 Phone Elections	*5*	$34.99	––	––	$1.33	$.00	––	$36.32	––	––	––	––	––	––
956–587–8466 Phone Elections	*6*	$34.99	––	––	$1.33	$.00	––	$36.32	––	––	––	––	––	––
956–587–8467 Phone Elections	*7*	$34.99	––	––	$1.33	$.00	––	$36.32	5	––	––	––	––	––
Total Current Charges		**$139.96**	**$.00**	**$.00**	**$5.32**	**$.00**	**$.00**	**$145.28**						

Order #: 2293 Copy #: 05 Control #:2000072 9-00008034

Summary for Phone Elections: 956–587–8464

Your Plan

State of TX DC Share 500
$34.99 monthly access charge
500 monthly allowance minutes
$.35 per minute after allowance

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

State of TX DC Share 500 02/24 – 03/23	34.99
	$34.99

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.33
	$1.33

Total Current Charges for 956–587–8464 **$36.32**

Order #: 2293 Copy #: 05 Control #:20000729-00006033

Summary for Phone Elections: 956–587–8465

Your Plan

State of TX DC Share 500
$34.99 monthly access charge
500 monthly allowance minutes
$.35 per minute after allowance

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

State of TX DC Share 500 02/24 – 03/23	34.99
	$34.99

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.33
	$1.33

Total Current Charges for 956–587–8465 **$36.32**

Order #: 2293 Copy #: 05 Control #:20000729-00006032

Summary for Phone Elections: 956–587–8466

Your Plan

State of TX DC Share 500
$34.99 monthly access charge
500 monthly allowance minutes
$.35 per minute after allowance

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

State of TX DC Share 500 02/24 – 03/23	34.99
	$34.99

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.33
	$1.33

Total Current Charges for 956–587–8466 **$36.32**

Order #: 2293 Copy #: 05 Control #:20000729-00006031

Summary for Phone Elections: 956–587–8467

Your Plan

State of TX DC Share 500
$34.99 monthly access charge
500 monthly allowance minutes
$.35 per minute after allowance

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

State of TX DC Share 500 02/24 – 03/23	34.99
	$34.99

Usage Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	500 (shared)	5	--	--
Total Voice					$.00
Total Usage Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.33
	$1.33

Total Current Charges for 956–587–8467 **$36.32**

Order #: 2293 Copy #: 05 Control #:20000729-00006030

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Save Money And Have Peace Of Mind When Traveling Abroad

Get wireless access to browse the Internet and check email abroad. 100 MB is now just $25 per month. Available in 120 countries worldwide. Learn more at www.verizonwireless.com/globaldata. Then bring along your Global Passport for 24/7 global support at your fingertips. Download/print at www.vzw.com/globalpassport.

Order #: 2293 Copy #: 05 Control #:20000729-00006029

AI-37737 **Head Start 16. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Recognition of the Blue Ribbon Centers

BACKGROUND

Attachments

Blue Ribbon Centers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 02:10 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Linda Galaviz Started On: 03/18/2013 10:18 AM

Final Approval Date: 03/22/2013

Hidalgo County Head Start Program

2013 Blue Ribbon Centers

Western Road Head Start Center

Monte Alto Head Start Center

Las Milpas I Head Start Center

Donna I Head Start Center

Sullivan Head Start Center

McAllen VI Head Start Center

Mercedes II Head Start Center

San Juan I Head Start Center

Las Milpas II Head Start Center

McAllen V Head Start Center

Donna II Head Start Center

AI-37736 **Head Start 16. B.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Review/Approval of Program Plan to Address Reduction in Funding

BACKGROUND

Policy Council Approval: 03.20.13

Attachments

Reduction in Funding

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 02:10 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Linda Galaviz Started On: 03/18/2013 10:15 AM

Final Approval Date: 03/22/2013

Hidalgo County Head Start Program
Memorandum

Date: March 6, 2013

To: Hidalgo County Head Start Policy Council
Hidalgo County Commissioner's Court

From: Teresa Flores, Executive Director

Subject: Sequestration Impact

On March 1, 2013, the Office of Head Start sent notification ACF-PI-H-13-01 to inform grantees of the spending cuts, sequestration, for the remainder of the federal fiscal year. The required reduction is at least 5% of the Program budget for this year. This constitutes $1,273,095 from the total funded budget of $25,461,897. Grantees were advised "to begin planning how they will alter their programs to operate at the reduced levels. As programs begin this planning process, we ask you to keep the following principles in mind:

- The first priority for all programs is to maintain a high quality of service provided to children and families and to ensure their health and safety.
- It is critical to minimize disruptions to currently enrolled children for this program year.
- We expect enrollment reductions, as well as workforce reductions, particularly in the upcoming program year."

Program staff is in the process of developing a plan to reflect the 5% reduction for your review and approval, which will be completed in the coming week. The plan will be ready for the March 20, 2013 Policy Council meeting.

AI-37735 **Head Start 16. C.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Office of Head Start Notification Regarding Sequestration

BACKGROUND

Policy Council Approval: 03.20.13

Attachments

Notification Regarding Sequestration

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 02:10 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Linda Galaviz Started On: 03/18/2013 10:10 AM

Final Approval Date: 03/22/2013

::

HEAD START
An Office of the Administration for Children and Families
Early Childhood Learning & Knowledge Center (ECLKC)

ACF Administration for Children and Families	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	
	1. Log No. ACF-PI-HS-13-01	2. Issuance Date: 03/01/2013
	3. Originating Office: Office of Head Start	
	4. Key Words: Sequestration, Automatic Reductions, Federal Spending, Proportionate Reductions, Enrollment Reductions, Workforce Reductions	

PROGRAM INSTRUCTION

TO: All Head Start, Early Head Start, American Indian and Alaska Native Head Start, and Migrant and Seasonal Head Start Grantee Agencies

SUBJECT: Sequestration

INSTRUCTION:

As you are likely aware, in accordance with the Budget Control Act of 2011, a series of spending cuts, called sequestration, will cancel approximately $85 billion in budgetary resources across the federal government for the remainder of the federal fiscal year. The President is required to issue a sequestration order today, March 1, resulting in spending reductions of approximately 5 percent for the remainder of the federal fiscal year. We estimate that approximately 70,000 children will lose access to Head Start services because of this reduction.

As a result, all Head Start, Early Head Start, American Indian and Alaska Native Head Start, and Migrant and Seasonal Head Start grants will be reduced by approximately 5 percent. All state, regional, and national activities, including training and technical assistance, research, and monitoring, will also be reduced by at least 5 percent. Proportional reductions across all these activities are required by Section 640 of the Head Start Act.

We advise all grantees to begin planning how they will alter their programs to operate at the reduced levels. As programs begin this planning process, we ask you to keep the following principles in mind:

- The first priority for all programs is to maintain a high quality of service provided to children and families and to ensure their health and safety.
- It is critical to minimize disruptions to currently enrolled children for this program year.
- We expect enrollment reductions, as well as workforce reductions, particularly in the upcoming program year.

The Office of Head Start (OHS) is committed to working with programs to ensure the provision of high-quality services continue during this challenging time. We understand the impact on the current program year will vary depending on when grantees receive their annual funding. We know that programs well into their program year will have to make decisions quickly to operate at this reduced funding level, possibly including early program closures. We will exercise as much flexibility and with as much assistance as possible to ensure the above principles can be adhered to.

::

OHS will be hosting an all-grantee call on March 1, 2013, to provide further guidance, including details on implementation. We also encourage programs to work closely with their Regional Office as you develop strategies and plans to move forward. Please direct any questions to your Regional Office.

Thank you for your work on behalf of children and families.

/ Yvette Sanchez Fuentes /

Yvette Sanchez Fuentes
Director
Office of Head Start

To **manage** your subscriptions, please visit the ALERTS MANAGEMENT page on the ECLKC.

AI-37734 **Head Start 16. D.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Hidalgo County Head Start Program Self-Assessment Results

BACKGROUND

Policy Council Approval: 03.20.13

Attachments

Self-Assessment Results

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 01:40 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Linda Galaviz Started On: 03/18/2013 10:07 AM

Final Approval Date: 03/22/2013

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: March 20, 2013

SUBJECT: Discussion/Approval of Hidalgo County Head Start Program Self-Assessment Report

RATIONALE/NEED: The purpose of the Self-Assessment is to improve program effectiveness. The Self-Assessment was conducted during the weeks of January 28, 2013-February 1, 2013 and February 4-8, 2013.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Self-Assessment Report

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: _____

Hidalgo County Head Start Program
Annual Self-Assessment
Program Year 2012 - 2013

Continuous quality improvement is a central belief of the Hidalgo County Head Start program, with the goal of meeting Performance Standards and moving toward program excellence for serving children and families throughout the county. As part of this process, the annual Self-Assessment provides the program with the means to regularly assess the management systems and program operations in order to continually strengthen the program and the services delivered to children and families.

The Head Start Performance Standards clearly state that at least once each program year, with the consultation and participation of the Policy Council, the Grantee Board and, as appropriate, other community members, grantee agencies must conduct a Self-Assessment of their effectiveness and progress in meeting program goals and objectives and in implementing Federal Regulations.

By using the Self-Assessment process, the Hidalgo County Head Start Program can assess annually how specific aspects of the program's operations impact services delivered to children and families. The Self-Assessment is an integral part of the
Program's planning cycle.

The Self-Assessment process involves the collection of information from a variety of sources to determine if systems and services have been implemented and are working effectively. This information is used to identify program strengths, determine areas for further development and plan appropriate strategies to effectively address the identified weaknesses of the program.

In order to ensure that the Hidalgo County Head Start Program is meeting program goals and objectives and is implementing Federal Regulations, the Program utilized the 2013 Office of Head Start Monitoring Protocol as the primary instrument to record and document the results of the annual Self-Assessment.

The Self-Assessment results are presented in a summary format based on the seven (7) areas of the Protocol.

PROGRAM GOVERNANCE

Structure and Participation
Roles, Responsibilities and Training
Reporting to Governing Body and Policy Council

PROGRAM STRENGTHS

- The Policy Council and the Grantee Board's (County Commissioners' Court) working relationship demonstrates the epitome of utilizing the "shared governance" process to effectively and efficiently respond to Program roles and responsibilities respectively. It is evident that both entities are working together in the best interest of the families and children served. The results of the last three federal reviews capture the benefits which can be achieved given the fact that no deficiencies were reported for the past nine years.

NEED IMPROVEMENT

None

POTENTIAL AREA OF NON COMPLIANCE (PANC)

None

MANAGEMENT SYSTEMS

Program Planning
Ongoing Monitoring
Human Resources
Communication
Record Keeping and Reporting

PROGRAM STRENGTHS

- **Communication and Monitoring**

Face-to-face monitoring occurs consistently and frequently. The Executive Team, including department directors, coordinators, other administrators and specialists, makes weekly contact with the center staff, an onsite visit is conducted, and the next week contact is made either by phone or email. Each member of the Team is assigned one or two centers to monitor throughout the year. The team completes the Training, Technical Assistance and Support Checklist (TTSS) during a center visit. The Checklist serves to identify and address findings in the content areas. At the center level, the center manager is required to conduct documented observations of classroom instruction and provide the assistance and support needed by staff.

Feedback is secured and provided to improve on the quality of services and to celebrate successes. All feedback forms allow for the documentation of needs, issues, concerns, recommendations, commendations and successes. An appropriate feedback form is completed by the center manager and given to the teachers each week. Executive Team members provide the center manager with a similar form.

Weekly Plans are required of classroom teachers as well as center mangers, support services facilitators and Executive Team members. Desk Audits are used to review data, children's performance, and to insure compliance with our Head Start Standards. Since the inception of more comprehensive data management systems, Desk Audits are now an integral part of the daily operations of the different departments.

The Program Compliance Monitoring Instrument, based on the Head Start Monitoring Protocol administered twice a year, provides additional opportunities to address issues and concerns for meeting Standards.

The Self-Assessment implemented according to Standards is conducted for all centers and children and family information is sampled from every classroom. Corrective Action Plans are developed for each individual center based on findings.

Staff meetings allow us to share information by communicating on a timely basis and providing opportunities for interaction among management staff. A monthly meeting with the Center Managers and the Executive Team after each Policy Council meeting provides an opportunity to present and discuss item from the Policy Council Agenda and to secure written feedback on issues and concerns which need attention at the centers.

- **Fiscal Integrity**

The Annual Audit conducted externally provides evidence that the Program is in a safe and secure status as it relates to finances and Program assets. The checks and balances instituted safeguard that expenditures are conducted according to regulation and that recordkeeping and reporting projects are transparent and conducted with a high degree of fiscal integrity.

- **Child Health and Safety**

The online surveillance system installed at the centers and in each classroom provides the opportunity to closely monitor the safety of children in the classroom and the playground. It provides a recording for review when actions taken are in question. The designated secured single entrance which requires staff to open the door for parents and others keeps building secure.

The fully automated record keeping and reporting system for maintaining all health and dental records insures that staff will be able to readily access children's information to comply with Head Start Standards and to provide for needs in a timely manner.

- **Family and Community Engagement**

The recently launched "Once Upon a Time" read aloud program initiative to develop and expand parents' engagement in School Readiness provides a very simple but highly engaging process to improve children's literacy skills and language skills in preparation for public school.

- **Child Development and Education**

The classroom schedule reflects a time period for teaching staff and others to participate in the new Program Initiative-"Once Upon a Time." The main focus is to read aloud to children every day utilizing a structured approach to maximize children's opportunities to develop literacy and language skills.

The Program continues to fund and provide release time for staff to continue their college education in their area of assignment, particularly teaching staff. Support and guidance are offered to also insure that the Program responds to the mandates regarding teacher credentials.

NEED IMPROVEMENT

None

POTENTIAL AREA OF NON COMPLIANCE (PANC)

None

FISCAL INTEGRITY

Financial Management Systems
Reporting
Procurement
Compensation
Cost Principles
Facilities and Property

PROGRAM STRENGTHS

- There is verification of employment taxes utilizing the accounting payroll module.
- There is monthly monitoring and submission of financial reporting to the Policy Council members, administration and department heads.
- The Program accesses the Internal Revenue Service E-Services to verify W-9's.
- The Program utilizes Electronic Requisitioning.
- Reconciliation forms are implemented for the use of reconciling weekly cash draw-downs; inter fund accounts, and bank accounts.
- The Program implements the new Fixed Assets Tracking System utilizing a bar code scanner/reader.

NEED IMPROVEMENT

None

POTENTIAL AREA OF NON COMPLIANCE (PANC)

None

ERSEA

Recruitment and Selection (including Special Services)
Eligibility
Enrollment
Attendance and Participation

PROGRAM STRENGTHS

- The Program's ADA is at 87%.
- The Program maintains an active waitlist with over 1615 applications.
- The Program met the required 10% enrollment opportunities to children with disabilities (398).

NEED IMPROVEMENT

None

POTENTIAL AREA OF NON COMPLIANCE (PANC)

None

CHILD HEALTH & SAFETY

Access to Health and Dental Care
Screening and Referrals (Health & Special Services)
Safe Physical Environments (Health & Special Services)
Healthy Practices and Routines (Health & Nutrition)
Appropriate Group Sizes
Transportation and Supervision (Transportation)

PROGRAM STRENGTHS:

- Staff is very knowledgeable in Performance Standards.
- Children are involved and engaged in the classroom activities.
- Playgrounds are clean and allow children to play, including children with disabilities.
- Centers have internet access allowing for PROMIS accessibility and tracking.
- Centers have access to statewide immunization agency (IMMTRAC).
- Parent volunteers are present and involved.
- Bus monitor extends the learning process by engaging the children in activities that include shape identification, colors, and numeracy. The children also sing along to songs learned in the classroom.
- Buses are clean and well maintained.
- Parents and staff participate in the Nutrition Contest during National Nutrition Month.
- Community Partners provide nutrition education for parents at the center level.
- Training is provided by qualified staff during Pre Service and throughout the year.
- Food service operation manuals are provided to each center to assure the maintenance of food safety and sanitation standards.

- All meals components are served in a family style setting that provides opportunities for the development of positive attitudes toward healthy eating habits.
- The Program is working collaboratively and has an MOU with one (1) LEA Special Education Department. The MOU allows the Preschool Program for Children with Disabilities (PPCD) to enroll children in Head Start and participate in an inclusive educational environment. The LEA provides the Program a certified Special Education Teacher and two (2) paraprofessionals to work with all children in an inclusive setting.
- The Program assigns a Disability Classroom Assistant to classrooms that have children with severe disabilities to help them develop to their fullest potential alongside other children in an inclusive setting.
- Children in need of special services receive intervention through private rehabilitation agencies while waiting for LEA's ninety (90) day referral process timeline to determine eligibility.

NEED IMPROVEMENT

- Improve follow up process and documentation (abnormal findings)
- Provide staff development on policy and procedure updates (fire extinguishers, emergency procedures, tooth brushing)
- Provide additional training and technical assistance relating to required documentation in children's records (accuracy of information, completion of forms, and consistency).
- Continue collaboration with LEA's on Special Education Referral Packet (training to address changes).
- Continue to provide training on the referral packet to Support Services staff, Center Managers, and Area Directors.

POTENTIAL AREAS OF NON COMPLIANCE (PANC)

None

FAMILY & COMMUNITY ENGAGEMENT

Partnerships with Families (including Special Services)
Parent-Child Relationships
Parents as Their Child's Educators
Parents in Transitions
Community Partnerships

PROGRAM STRENGTHS

- All families, including recently enrolled children, have completed FPA's with follow up.
- All centers have registered volunteers and appropriate documentation as required.
- The Program maintains the required Health Advisory Committee, as well as a Family & Community Engagement Advisory Committee, an Education Advisory Committee and Transportation Advisory Committee.

NEED IMPROVEMENT

None

POTENTIAL AREA OF NON COMPLIANCE (PANC)

None

CHILD DEVELOPMENT AND EDUCATION

School Readiness
Curriculum Selection and Implementation
Individualization
Quality Teaching and Learning

PROGRAM STRENGTHS

- It is evident that classroom staff is gaining a better understanding on the implementation of the CLASS domains/indicators and the Early Learning Framework and are incorporating them into their planning, daily routine and instruction.
- An emphasis is placed on developing literacy skills in children by all program staff. Children are read to more often and higher level thinking questions are asked. Parents are becoming more aware of the importance of reading to their children. The Program is implementing a project called the "Once Upon a Time", including a training is offered to parents on ready to children. A Lending Library allows parents the opportunity to check out books on a weekly basis.

NEED IMPROVEMENT

- Provide additional training and technical assistance on the Dual Language Program and how to implement it.
- Re-evaluate the time allotment for outdoor gross motor development (additional time for guided gross motor development).

POTENTIAL AREA OF NON COMPLIANCE (PANC)

None

AI-37733 **Head Start 16. E.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Contract with Ann Awalt to Assist with the Development of the Strategic Plan for the Hidalgo County Head Start Program Quote #2013-005-03-18

BACKGROUND

Policy Council Approval: 03.20.13

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 01:40 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Linda Galaviz Started On: 03/18/2013 09:58 AM

Final Approval Date: 03/22/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 20, 2013

SUBJECT: Discussion/Approval to Contract with Ann Awalt to assist with the Development of the Strategic Plan for the Hidalgo County Head Start Program, Quote #2013-005-03-18

RATIONALE/NEED: The development of the Strategic Plan is required by the Head Start Performance Standards every five years.

RECOMMENDATION: Administration recommends approval.

COST: $6,650.00

RELATED INFORMATION INCLUDED: Agreement

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: March 6, 2013

SUBJ: Community Assessment
Strategic Plan

This year the program must prepare a comprehensive Community Assessment and a complete Strategic Plan as per Head Start Standards. The program must entertain Sealed Quotes in order to complete these projects.

Due to time constraints all supporting documentation will be provided at the next scheduled meeting of March 20, 2013. As in the previous years we expect to work with consultants that have Head Start experience.

Please excuse the shortness of notice but these are crucial tasks that must be done for anticipated Federal review.

Should you have any questions please call me. Thank you.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-13-005-XX-XX

THIS AGREEMENT (The "Agreement") is made effective **March 26, 2013** by and between **HIDALGO COUNTY HEAD START PROGRAM,** (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and Ann Awalt (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Head Start Program.

W I T N E S S E T H:

WHEREAS, Program desires to contract with a Consultant to provide the services necessary to the Program that are more specifically described on Appendix A attached hereto and incorporated herein at this point for all purposes ("the Services");

WHEREAS, Consultant has agreed to provide the Services enumerated hereinafter to Hidalgo County Head Start Program.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Program

and Consultant agree as follows:

1. Consultant agrees to provide the Program the Services to the Program in connection **"Strategic Plan".**

2. As consideration for the services of Consultant described herein, Program Agrees to pay Consultant the fees as outlined in Appendix B, which is attached, to and made a part of this Agreement.

3. Consultant must comply with all applicable Program policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent Contractor and is not an employee of the Program or any agency thereof, and represents and warrants that Consultant does not desire or request any fringe benefits provided to employees of the Program. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

4. Any contract award to Consultant will be in effect until (a) the Agreement expires, (b) delivery and acceptance of products, and/or performance of

services ordered, or (c) terminated by Program without cause on thirty (30 days) written notice prior to cancellation.

5. Consultant may not assign the obligations or rights under this Agreement to any person without the prior written consent of the Program.

6. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Agreement will be effective as of April 1, 2013, and expires June 30, 2013

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

If to Program: Hidalgo County Head Start Program
Attn: Teresa Flores
P.O. BOX 0117
Edinburg, Texas 78540

If to Consultant: Ann Awalt
1802 Agarito
Alice TX, 78332

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

8. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, 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. No Waiver. No waiver by Program 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.

10. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program and Consultant and not otherwise.

11. Texas Law to Apply. This Contract shall be construed under and in Accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this

Agreement.

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

14. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

15. 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.

16. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

17. Authority to Execute. The execution and performance of this Contract by Program and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes and valid and enforceable obligations of Program and Consultant in accordance with its terms.

18. Ethical Provision. It is understood that the employee of Program or individuals acting as agents for Program are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Agreement. Consultant warrants that no employee or agent of the Program has been retained to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any employee of Program any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Agreement, or as an inducement for entering into this Agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this Agreement.

19. Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, Program may terminate this Agreement upon thirty (30) days written notice to Consultant. Program, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

20. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold Program harmless from any loss, costs, liabilities or damages which are incurred by Program which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant's employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extent permitted by applicable law, Program agrees to indemnify

and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of Program or the acts or omissions of Program employees, agents or other representatives, including the violation of any law or regulation related to Program's duties under this Agreement.

21. Representation and Warranties. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify Program thereof, in which event Program may, in its sole discretion, elect to terminate this Agreement, for cause. Consultant acknowledges and agrees that Program has relied and continues to rely upon the representations and warranties of Consultant as herein contained.

EXECUTED and effective as of the_____ day and _____, 2013 first written above.

APPROVED BY COMMISSIONERS COURT ON: _____

Consultant:

BY:_____
Ann Awalt

BY:_____
(Print Name)

BY:_____
Consultant

Program:
Hidalgo County Head Start Program

BY:_____
Ramon Garcia, County Judge

BY:_____
Teresa Flores, Executive Director

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS, HALL & RODRIGUEZ, L.L.P.

BY: _____
Stephen L. Crain

APPENDIX "A"

The Services include, but are not limited to, the items listed below;

- Identify Activity Areas: This is a three day process that will involve consultation with staff and input from the Board, Policy Council and Community Partners. Interviews and focus groups may be used to define activity areas, using information from the Program's Community Assessment.

- Surveys: This is a two day activity that will result in the design and distribution of surveys that will prioritize and provide additional and background information on the activity areas previously identified.

- Analysis of Surveys: This is a two day activity that will result in the compilation of surveys and the prioritization of activity areas.

- Strategic Planning Meeting: This is a one day activity conducted with staff and other representatives, as appropriate, that will review and validate the prioritization of activity areas.

- Develop and Strategic Plan: This is a ten day process that will result in a five year plan for the identified and prioritized activity areas.

- Strategic Planning Meeting: This is a one day activity conducted with staff and other representatives, as appropriate, that will review, finalize and validate the Strategic Plan.

APPENDIX "B"
CONSULTANT FEE

Program agrees to pay a professional consultant fee in the amount of

$6,650.00 (six thousand six hundred and fifty Dollars)

AI-37732 **Head Start 16. F.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Contract with The University of Texas Pan American for the Preparation of the Tri-Annual Comprehensive Community Assessment, Quote #2013-004-03-18

BACKGROUND

Policy Council Approval: 03.20.13

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 01:40 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Linda Galaviz Started On: 03/18/2013 09:54 AM

Final Approval Date: 03/22/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 20, 2013

SUBJECT: Discussion/Approval to Contract with the University of Texas Pan American for the Preparation of the Tri-Annual Comprehensive Community Assessment, Quote #2013-004-03-18

RATIONALE/NEED: Community Assessment Study is required by the Head Start Performance Standards every three years to assess the community needs. A request for sealed bids was prepared.

RECOMMENDATION: Administration recommends approval.

COST: $15,000.00

RELATED INFORMATION INCLUDED: Agreement

* * * \

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: March 6, 2013

SUBJ: Community Assessment
Strategic Plan

This year the program must prepare a comprehensive Community Assessment and a complete Strategic Plan as per Head Start Standards. The program must entertain Sealed Quotes in order to complete these projects.

Due to time constraints all supporting documentation will be provided at the next scheduled meeting of March 20, 2013. As in the previous years we expect to work with consultants that have Head Start experience.

Please excuse the shortness of notice but these are crucial tasks that must be done for anticipated Federal review.

Should you have any questions please call me. Thank you.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS-PAN AMERICAN
AND HIDALGO COUNTY HEAD START PROGRAM

THIS Agreement is made on this the _26th_ day of March, 2013, by and among **THE HIDALGO COUNTY HEAD START PROGRAM, TEXAS**, hereinafter referred to as "Program", and **THE UNIVERSITY OF TEXAS-PAN AMERICAN**, hereinafter referred to as "UTPA."

W I T N E S S E T H :

WHEREAS, Program administers various grants for the benefit of the citizens of Hidalgo County; and

WHEREAS, Program is required to perform certain studies to assess the Early Head Start and Head Start Community Assessment; and

WHEREAS, UTPA, through its Data and Information Systems Center ("DISC"), possesses the skills, talent, expertise and personnel necessary to produce the studies required for Program's Community Assessment; and

WHEREAS, UTPA, and Program have agreed to cooperate in production of such a study.

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

1. Program hereby retains the services of DISC for the development of a Head Start & Early Head Start Community Assessment study as required by the regulatory and funding sources for Program. (the "Project")

2. DISC represents and warrants to Program that it has the necessary personnel, skills, talent and expertise to develop the needs assessment study in a form consistent with the requirements of Program's funding and regulatory bodies.

3. Program agrees to pay UTPA against invoice the sum of Fifteen thousand dollars ($15,000) for its services in developing the community assessment study, which half ($7,500) is due within 30 days following invoice after the start of the Project and half ($7,500) is due within 30 days following delivery of the Project study by UTPA to Program against invoice.

4. Program agrees to provide DISC with all guidelines and standards for the community assessment study.

5. UTPA acknowledges and agrees to comply with all applicable laws, rules and regulations governing the operation, including, but not limited to, equal opportunity standards, fair labor standards, and anti-kickback laws and regulations.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work under this Agreement performed by each party.

7. The term of this Agreement shall commence as of the day and year first above written and shall continue until delivery of the study, which delivery shall be on before the end of the August 2013.

8. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of the Agreement. The parties intend this provision to be a continued right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

9. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present of 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 extend necessary to bring them within the legal requirements and only during the time such conflict exists.

10. No Waiver. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

11. Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

12. 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.

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

Teresa Flores Executive Director	Hidalgo County Head Start P.O. Box 0117 Edinburg, Texas 78540
Martin Baylor VP of Business Affairs	UTPA 1201 W. University Drive Edinburg, Texas 78539-2999

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

14. 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.

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

16. Assignment. This Agreement shall not be assignable.

17. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning of interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions,

ordinances or governing body action, and this Agreement constitutes this valid and enforceable obligations of the parties hereto in accordance with its terms.

20. 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.

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

The University of Texas-Pan American

By:_____
Martin Baylor
Vice President for Business Affairs

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

Approved As To Form

By:_____
Stephen Crain, Attorney
Atlas, Hall & Rodriguez, LLP

Approved As To Form

By:_____
Ricardo Gonzalez
Ricardo Gonzalez, P.C.

AI-37896 **Head Start 16. G.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Teresa Flroes **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Enter into a Non-Standard Service Agreement Between Hidalgo County Head Start Program and AGUA Special Utility District, a Sole Provider, in the Amount of $9869.48, to Install Pipes, Lines, Meters and Valves for Water Service at the Relocated Palmview I Head Start Center

BACKGROUND

Attachments

Non-Standard Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 03:48 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Linda Galaviz Started On: 03/22/2013 03:08 PM

Final Approval Date: 03/22/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 26, 2013

SUBJECT: Discussion/Approval on Request to Enter into a Non-Standard Service Agreement between Hidalgo County Head Start Program and AGUA Special Utility District, a sole provider, in the amount of $9,869.48, to install pipes, lines, meters and valves for water service at the relocated Palmview I Head Start Center

RATIONALE/NEED: There is a need to obtain water service at the relocated Palmview I Head Start building which was moved to County property at 1208 Paula Drive, Palmview, TX.

RECOMMENDATION: Administration recommends approval.

COST: Head Start Funds are available.
19-5156-20-10034-505
$9,869.48

RELATED INFORMATION INCLUDED: Contract

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

NON-STANDARD SERVICE AGREEMENT

This Non-Standard Service Agreement (Agreement) is made and entered into by and between Agua Special Utility District ("the SUD"), a special utility district created and operating under Chapter 7201 of the Special District Local Laws Code and under Chapter 67 of the Texas Water Code and Hidalgo County, Texas (APPLICANT) located in Hidalgo County, Texas.

RECITALS

The SUD and APPLICANT desire to enter into an agreement at the request of APPLICANT to address water service from the SUD to APPLICANT. APPLICANT intends to build the Hidalgo County Headstart Palmview 1, which is within the SUD's Certificate of Convenience and Necessity (CCN). APPLICANT has requested service and the SUD has investigated service requirements for APPLICANT. This Agreement sets forth the requirements for the design, bidding, construction and inspection of facilities and the acquisition of easements necessary to provide water to APPLICANT.

In consideration of the foregoing, of the mutual benefits, covenants and agreements expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the SUD and APPLICANT agree as follows:

PROJECT DESCRIPTION

1.01. The Project includes all water pipes, lines, meters, valves, facilities, easements and other infrastructure (water infrastructure and facilities) to provide water service to APPLICANT. APPLICANT will construct at its cost all water infrastructure and facilities and obtain all easements that are required and reasonably necessary to serve the Hidalgo County Headstart Palmview 1. APPLICANT will pay the cost of construction

for improvements to the SUD's production, treatment and storage facilities necessary to provide service to APPLICANT's project.

1.02. The Project is a commercial institutional development consisting of one (1) lot on 4.12 acres of land out of Lot 20, Block 3, Mission Groves Estates, Hidalgo Texas according to the plat thereof recorded in Volume 5, Page 21, Map Records, Hidalgo County, Texas. For water distribution, APPLICANT shall connect to an existing 8-inch waterline located along the south property line. APPLICANT will install a single 2 ½-inch single service connection. For sanitary sewer facilities, APPLICANT will connect to an existing 8-inch sanitary sewer line located along the west and north of this property line. APPLICANT will extend a single 4-inch sanitary sewer service. The existing sanitary sewer system is located within the SUD but is treated by the City of Mission, Texas. APPLICANT is required to comply with all requirements set out in paragraph 6 of the Service Investigation Report attached hereto and incorporated herein for all purposes. No fire hydrants shall be installed within this development. All water mains shall be C-900 DR-18 as required by the SUD Standard Manual or approved equal subject to review and approval by the SUD's District Manager and District Engineer. All lots will be serviced with single service water connections and 1-inch waterlines. All water service lines located under roadway pavement shall be encased with 2-inch diameter PVC (SCH-40) pipe.

1.03. The Project is located within Hidalgo County Precinct 3 within the City of Mission extraterritorial jurisdiction along Mile 1 Road South between Schuerbach Road and Moorfield Road.

DESIGN OF FACILITIES

2.01. APPLICANT's engineer will prepare the design, construction, plans and specifications, and supporting documentation for the water infrastructure and facilities associated with the Project in consultation and coordination with the SUD's engineer, and subject to the SUD's review and approval. APPLICANT will provide the SUD three sets of preliminary design plans. The SUD will review and comment on the plans and APPLICANT will amend the plans at the request and to the satisfaction of the SUD. All improvements shall be designed and constructed in accordance with the SUD and TCEQ standards. All facilities and infrastructure will comply with TCEQ rules and regulations. No construction shall commence until the SUD has reviewed and approved plans.

2.02. APPLICANT will use the plans approved by the SUD to develop construction-ready plans which will be submitted to the SUD for final review, revision and approval. Once the preliminary plans have been reviewed and approved, APPLICANT will provide four sets of construction ready plans.

2.03. If it is necessary for the SUD to upgrade or add to its production, treatment, storage or transmission facilities to serve the Project, the SUD's engineers will be responsible for the design of such improvements.

2.04. If the APPLICANT's Project is to be built within a subdivision, the subdivision's final plat must be approved by all regulatory authorities having jurisdiction over the subdivision, and the SUD must be presented or have been presented with a certificate as required by Texas Local Government Code §§ 212.012 and 232.029.

BIDS FOR CONSTRUCTION

3.01. For facilities to be constructed by the APPLICANT, to the extent required by and in accordance with applicable law, APPLICANT shall advertise for bids for construction of

the proposed water infrastructure and facilities in consultation with the SUD engineer. If requested by the APPLICANT, the SUD's engineer shall advertise for bids for construction of the facilities to be constructed by the SUD in accordance with generally accepted practices. APPLICANT's engineer will make recommendation to the SUD engineers as to the lowest and best qualified bidder. The SUD may reject any and all bids but generally will accept the lowest and best qualified bid in accordance with the following criteria:

a. The contractor shall provide an adequate bid bond under terms acceptable to the SUD;

b. The contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the SUD;

c. The contractor shall supply favorable references acceptable to the SUD;

d. The contractor shall qualify with the SUD as competent to complete the work; and

e. The contractor shall provide adequate certificates of insurance as required by the SUD.

3.02. For facilities to be constructed by the APPLICANT, the contract for construction shall be subject to review and approval by the SUD.

EASEMENTS

4.01. The water facilities and infrastructure shall be located in existing SUD easements or private rights-of-way or in private easements or rights-of-way acquired by APPLICANT in locations acceptable and approved by the SUD.

4.02. The APPLICANT shall bear the cost of obtaining right-of-way easements necessary to connect the APPLICANT'S Project to the SUD's transmission facilities, whether or not the easements are located within the APPLICANT'S Project. If the SUD determines that utility easements or facility sites outside the APPLICANT'S Project are required, the APPLICANT shall secure easements or title to facility sites on behalf of the SUD.

4.03. APPLICANT shall bear the cost of acquiring all easements and clearing and chipping the entire width of all easements.

4.04. All rights-of-way and easements and property titles shall be researched, validated and filed at the expense of APPLICANT.

4.05. All facilities required to be installed in public rights-of-way on behalf of the SUD, due to inability to secure private right-of-way easements shall be subject to costs equal to the original cost of facility installation for those facilities in public rights-of-way, plus the estimated cost of future relocation to private rights-of-way or subject to the cost of installation under state condemnation procedures, whichever is most desired by APPLICANT.

4.06. The SUD shall require exclusive dedicated right-of-way easements on the APPLICANT'S property or within APPLICANT'S Project (as required by the size of the planned facilities and as determined by the SUD) and title to property required for such on-site facilities. In locations where the commissioner's court or municipal governing body has approved specific utility location assignments within Public Utility Easement (PUE), water lines internal to the APPLICANT'S Project shall be installed within the PUE at the location assigned for utility service. Where specific utility location assignments are not applicable, every easement internal to the APPLICANT'S Project

shall have a minimum width of 15 feet. All water line easements within a subdivision shall be shown on the final recorded plat of the subdivision.

CONSTRUCTION

5.01. APPLICANT will schedule a preconstruction meeting with participation by the SUD.

5.02. All road work shall be performed pursuant to applicable state, county or municipal standards and shall be completed prior to water facility and infrastructure construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of facilities.

5.03. Construction plans and specifications shall be strictly adhered to, but the SUD reserves the right to change and order any specifications due to unforeseen circumstances to better facilitate operation of the water line or SUD facilities. All change and order amounts shall be charged to APPLICANT.

5.04. APPLICANT shall bear all costs and expenses for land acquisition, construction, water lines, facilities and infrastructure including, but not limited to, engineering fees, permitting fees and construction costs.

5.05. The SUD shall, at the expense of APPLICANT, inspect the facilities to ensure the SUD's standards are achieved.

5.06. APPLICANT shall provide sufficient notice to the SUD to allow the SUD to observe critical elements of construction:

a. water line and facility installation;

b. connection to existing mains;

c. pressure testing; and

d. testing of all facilities.

If APPLICANT fails to comply with the above, the SUD may require APPLICANT to have the construction facilities uncovered and exposed for the SUD's inspection. In any event, the integrity of the facilities is the responsibility of APPLICANT.

APPROVAL BY GOVERNMENTAL BODY

6.01. In addition to review and approval of plans, specifications and construction drawings by the SUD, approval is required, if needed, by:

a. Hidalgo County;

b. governing body of any city within whose corporate limits or ETJ the water lines are located;

c. United States Fish and Wildlife Service and/or Texas Parks and Wildlife Department;

d. Texas Historical Commission; and

e. any other political subdivision whose approval will be required before the SUD can provide service to APPLICANT.

6.02. APPLICANT recognizes that the SUD must comply with United States Department of Agriculture-Rural Development rules and regulations as promulgated from time to time as those rules apply to the service, rates and capacity addition of the SUD.

6.03 An APPLICANT who is an owner of land or an authorized agent thereof proposing to divide land so as to constitute a subdivision must enter into the written agreement as required by 31 Texas Administrative Code section 364.32(a)(1) and in the form as set out in that section of the Texas Administrative Code.

INSPECTION AND DEDICATION

7.01. Upon completion of all facilities and other appurtenances constructed for the provision of water service to the Project, the water infrastructure and facilities shall be inspected and certified by the SUD's engineer. SUD inspection will be to ensure water infrastructure and facilities are built in accordance with design plans and specifications. The costs for the SUD's inspection will be borne by APPLICANT.

7.02. APPLICANT will provide the SUD two sets of as-built plans and receipts of all costs. APPLICANT will secure a warranty from the construction contractor for one year guarantee of workmanship and serviceability.

7.03. Upon completion of the water facilities and infrastructure and certification by the SUD's engineer, all infrastructure, facilities, permits, as built drawings, easements, real property and other property acquired in the design and construction of the water facilities and infrastructure shall be dedicated to and deemed to be owned by the SUD and title and ownership shall automatically vest in the SUD. APPLICANT shall confirm or verify such ownership, conveyance, and title by the execution and delivery of appropriate bills of sale, transfer, assignment, or other instruments of conveyance in form acceptable to the SUD, free and clear of all liens and encumbrances.

7.04. After ownership and title of the water infrastructure vests in the SUD as set forth above, all responsibility for repair and maintenance shall be born by the SUD, provided that the SUD shall not, by this Agreement, waive or otherwise diminish its rights and remedies under any performance bond, warranty or other guarantee of performance regarding infrastructure provided under this Agreement.

WATER SERVICE

8.01. Upon determination by the SUD and certified by the SUD's engineer that the water line and all water infrastructure and facilities have been properly constructed, installed and cleared for service in accordance with approved plans and specifications, potable water service will be initiated by the SUD provided APPLICANT has performed and fulfilled all its obligations imposed upon APPLICANT under the terms of this Agreement, relevant laws, rules, regulations and ordinances, including but not limited to:

a. APPLICANT has paid all fees and amounts owed to the SUD under this Agreement;

b. All water infrastructure improvements described herein have been completed onsite of the property or Project in accordance with the construction standards of the SUD and the plans and specifications approved by the SUD's engineers and the SUD has inspected and approved the facilities;

c. All water infrastructure improvements described herein that are located offsite of the property or Project that were to be constructed by the developer have been completed in accordance with the construction standards of the SUD and the plans and specifications approved by the SUD's engineers and the SUD has inspected and approved the facilities;

d. All water infrastructure improvements described herein that are located offsite of the property or Project that were to be constructed by the SUD have been completed;

e. All water infrastructure improvements described herein, and which have been inspected and approved by the SUD, have been dedicated to and accepted by the SUD;

f. APPLICANT has submitted documentation of a satisfactory bacteriological test; and

g. Subdivision plat approval, if required, has been obtained by APPLICANT, and the SUD has been presented with a certificate as required by Texas Local Government Code sections 212.012 or 232.029.

8.02. The SUD shall sell and deliver water service to APPLICANT. APPLICANT shall purchase, receive, and/or reserve service from the SUD in accordance and in compliance with the bylaws and tariff of the SUD as amended from time to time by the Board of Directors of the SUD.

8.03. The APPLICANT shall pay the SUD for service as determined by the tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which APPLICANT acknowledges receipt by execution of this Agreement.

8.04. The Board of Directors shall have the authority to discontinue service of APPLICANT for non-compliance with any policy or for failure to pay any utility fees or charges as required by the SUD's published rates, fees, and condition of service.

8.05. All water shall be metered by a 3/4-inch meter to be furnished and installed by the SUD. The meter is for the sole use of APPLICANT and is to provide service to only one dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

8.06. The SUD shall have the right to locate a water service meter and the pipe necessary to connect the meter on APPLICANT's property at a point to be chosen by the SUD, and

shall have access to its property and equipment located upon APPLICANT's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the SUD shall have the right to remove any of its equipment form the APPLICANT's property. APPLICANT will install, at its own expense, any necessary service lines from the SUD's facilities and equipment to the point of use including any APPLICANT service isolation valves, backflow prevention devices, clean-outs, and equipment as may be specified by the SUD. The SUD shall also have access to APPLICANT's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials.

8.07. The SUD is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This Agreement serves as notice to APPLICANT of its restrictions which are in place to provide this protection. The SUD shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated form the public system by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service

agreement must exist for annual inspection and testing by a backflow prevention device tester.

c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.

d. No pipe or pipe fitting which contains more than 8% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.

e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.

8.08. The SUD shall maintain a copy of this Agreement as long as APPLICANT is connected to the public water system. APPLICANT shall allow its property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the SUD or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the SUD's normal business hours.

8.09. The SUD shall notify APPLICANT in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. APPLICANT shall immediately correct any undesirable practice on its premises. APPLICANT shall, at its expense, properly install, test, and maintain any backflow prevention device required by the SUD. Copies of all testing and maintenance records shall be provided to the SUD as required. Failure to comply with the terms of this Agreement shall cause the SUD to either terminate service or properly install, test,

and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to and paid by APPLICANT.

8.10. In the event the total water supply is insufficient to meet all of the SUD's customers, or in the event there is a shortage of water, the SUD may initiate the Emergency Rationing Program as specified in the SUD's tariff. By execution of this Agreement, APPLICANT hereby agrees that it shall comply with the terms of said program.

8.11. By execution hereof, APPLICANT shall guarantee payment of all other rates, fees, and charges done on any account for which APPLICANT receives service from the SUD. Said guarantee shall pledge any and all deposit fees against any balance due the SUD. Liquidation of said deposit fees shall give rise to discontinuance of service under the terms and conditions of the SUD's tariff.

FEES

9.01. The following fees shall be paid on or before the execution of this Agreement by APPLICANT:

a. Service Investigation Fee: $1,000.00 which is an amount sufficient to cover all administrative, legal and engineering fees associated with investigation of the SUD's ability to deliver service to APPLICANT, including but not limited to all actions undertaken by the SUD under this Agreement;

b. Service Inspection Fee: $20.00 which is $20.00 for inspection of connections;

c. Meter Installation Fee: $475.00 which is an amount sufficient to cover cost and installation of 3/4 -inch meter(s) as specified by meter size in the SUD's tariff;

d. Water Rights Acquisition Fee: $4,636.00 which is $1,900.00 (per LUE meter rate) x 2.44 LUEs or NONE if APPLICANT supplies Lower Rio Grande municipal water rights to the SUD in amounts the SUD determines is adequate for the number of LUEs for which service is requested;

e. Construction Investigation Fee: 5% of total cost of construction which covers the labor costs associated with the inspection of the APPLICANT-constructed facilities;

f. Reserved Service Charge: None because APPLICANT has no meters for which service has been requested but delayed; and

g. Impact Fee: $4,616.48 which is $1,892.00 x the number of LUEs associated with the Project (2.44). This fee is for the purpose of acquiring capital to defray the costs of expanding the system facilities to meet customer growth needs of the corporation.

h. Customer Deposit. $122.00 which is $50 for each LUE associated with the Project (2.44).

9.02. APPLICANT agrees to pay a monthly charge for metered water service which includes a base rate and a volumetric rate as specified in the SUD's tariff. APPLICANT understands that these monthly rates will be periodically revised by the SUD.

DEFAULT

10.01. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) working days

without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

FORCE MAJEURE

11.01. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

11.02. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

11.03. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

NOTICES

12.01. Any notice to be given hereunder by any party to another party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail,

return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the SUD shall be addressed:

Agua Special Utility District
P.O. Box 4379
Mission, Texas 78573

Attn: District Manager

Any notice mailed to the APPLICANT shall be addressed:

Hidalgo County, Texas
724 North Breyfogle
Mission, Texas 78572

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

ENTIRE AGREEMENT

13.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties hereto, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.

EFFECTIVE DATE

14.01. This Agreement shall be effective as of the date of the complete execution hereof by all Parties as indicated below.

TEXAS LAW GOVERNS

15.01. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County, Texas. Venue shall lie exclusively in Hidalgo County, Texas.

TIME OF THE ESSENCE AND TERM

16.01. It is acknowledged and agreed by the Parties that time if of the essence in the performance of this Agreement.

16.02. This Agreement will remain in effect so long as APPLICANT is receiving service from the SUD.

EXECUTED in multiple originals and effective as of the 21 day of March, 2013.

AGUA SPECIAL UTILITY DISTRICT

By: _____
MARIO CHAPA, President of the Board

HIDALGO COUNTY, TEXAS, APPLICANT

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

AI-37757 **Right of Way 17. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration of the use of Eminent Domain to condemn property on the following Parcels for the FM 681/ FM 2221 Road Project (TxDot CSJ # 0669-01-052) Parcel #74. (Pct. # 3) (a description of such parcels attached as Exhibit A)

BACKGROUND

Motion: I move that Hidalgo County authorize the use of the power of Eminent Domain to acquire Parcel #74 for the expansion of FM 681/FM 2221 Road Project (TxDot CSJ # 0669-01-052) as more particularly described in the attached Exhibit A in the agenda packet and the record vote shall apply to all parcels identified in this motion to be condemned and the minutes of Hidalgo County shall reflect that the record vote on this motion shall apply to all Parcels

Attachments

Pct.3 ED Schuck Farm LLC Parcel 74

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 09:22 AM
Olga Garza	Olga Garza	03/22/2013 01:58 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Rebecca Gomez Started On: 03/19/2013 08:51 AM

Final Approval Date: 03/22/2013

Memo

From: GSK

To: Jose Pena, Hidalgo County Right-of-Way Director

Date: March 1, 2013

Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

---

We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owner:	Schuck Farm, L.L.C.
Project:	FM681/FM2221
Parcel:	74 (legal descriptions attached)
TXDOT CSJ No.:	0669-01-052

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0669-01-052

Parcel 74
Property Description

A tract of land containing 0.738 acre (32,145 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 48-5, WEST ADDITION TO SHARYLAND,** recorded in Volume 1, Page 56, H.C.M.R., and said 0.738 acre (32,145 square feet) also being a part or portion of a 23.470 acre tract of land deeded to Schuck Farms LLC., recorded in Document No. 1524676, H.C.D.R., by Lenus Schuck on September 26, 2005, and said 0.738 acre (32,145 square feet) also being more particularly described as follows;

COMMENCING on the most northerly southwest corner of said 22.80 acre tract;

THENCE N 08° 33' 10" E (N08°33'10"E), along the west line of said 22.80 Acre Tract, a distance of 551.37 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed south right-of-way line of FM 681, for the southwest corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1044758.94 and Y=16641118.24. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** N 08° 33' 10" E (N08°33'10"E), along the west line of said 22.80 acre tract a distance of 8.20 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the south right-of-way of said FM 681, for the northwest corner of this tract;

2. **THENCE** S 81° 27' 27" E (S81°26'50"E), along the south right-of-way line of said FM 681, a distance of 833.14 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the east line of said 22.80 acre tract, for the northeast corner of this tract;

3. **THENCE** S 08° 30' 58" W (S08°33'10"W), along the east line of said 22.80 acre tract a distance of 69.87 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed south right-of-way of said FM 681, for the southeast corner of this tract;

4. **THENCE** along the proposed south right-of-way line of said FM 681 and said curve to the right with a radius of 8075.00 feet, an interior angle of 02° 51' 40", an arc length of 403.23 feet, a tangent of 201.66 feet and a chord that bears N 77° 09' 22" W, a distance of 403.19 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a curvature point of this tract;

5. **THENCE** continuing along the proposed south right-of-way line of said FM 681 and said curve to the left with a radius of 7925.00 feet, an interior angle of 03° 07' 32", an arc length of 432.32 feet, a tangent of 216.21 feet and a chord that bears N 77° 17' 18" W, a distance of 432.26 feet to the **POINT OF BEGINNING**, containing 0.738 acre (32,145 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.L.S. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009

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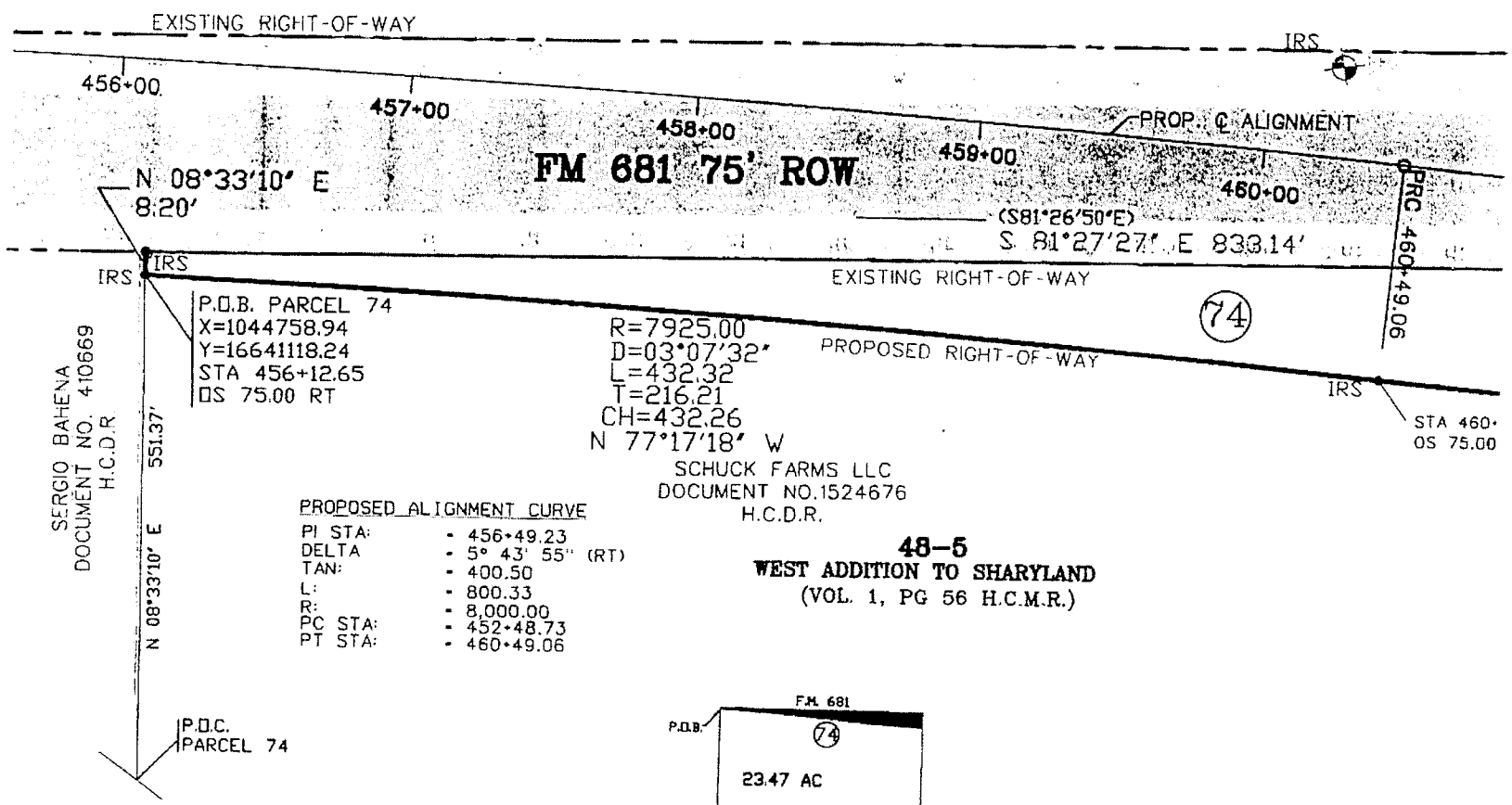
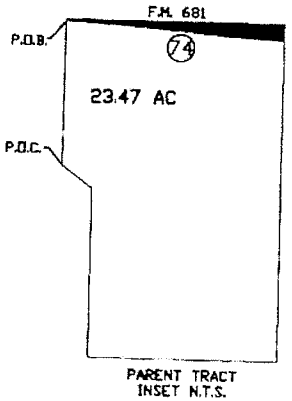
3/20/2013 9:10 AM



PROPOSED ALIGNMENT CURVE

PI STA:	- 456+49.23
DELTA	- 5° 43' 55" (RT)
TAN:	- 400.50
L:	- 800.33
R:	- 8,000.00
PC STA:	- 452+48.73
PT STA:	- 460+49.06

48-5
WEST ADDITION TO SHARYLAND
(VOL. 1, PG 56 H.C.M.R.)



PARENT TRACT
INSET N.T.S.

SCALE: 1" = 60.00'

NOTE:
1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE

2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

SCHUCK FARMS LLC.

LEGEND:

SIGN		RIGHT-OF-WAY POST	⊡
MANHOLE (TELEPHONE)	Ⓣ	CHAINLINK FENCE	—X—
TRAFFIC SIGNAL LIGHT POLE	●	WOOD FENCE	—//—
TELEPHONE PEDESTAL	Ⓣ	FOUND 1/2" IRON ROD	●
LIGHT POLE	●	FOUND IRON PIPE	o
WATER METER	Ⓦ	SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS
FIRE HYDRANT	◇		
GUY	x	FOUND 1/2" IRON ROD	IRF
POWER POLE	●	OVERHEAD POWER	—OH—

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
LICENSED
PROFESSIONAL
SURVEYOR

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

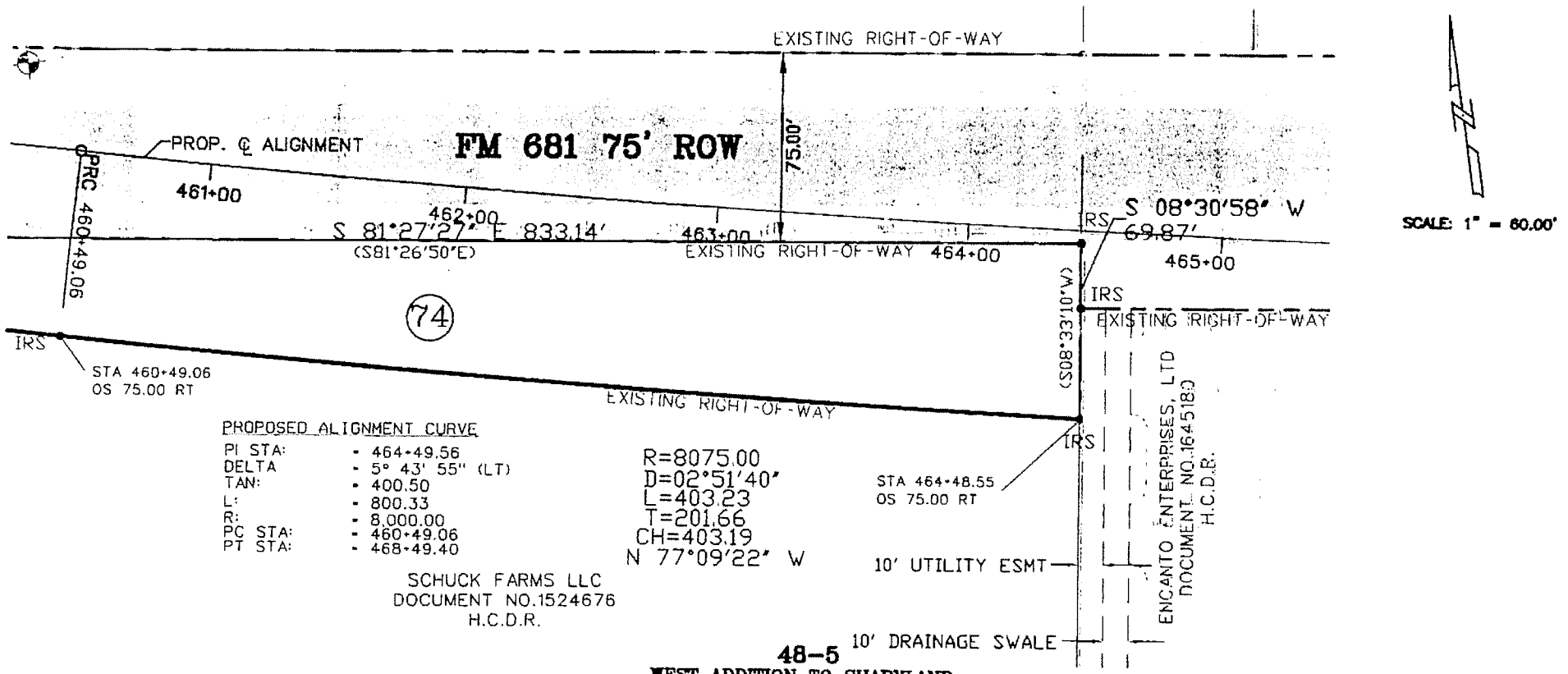
DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ No. 0669-01-052	DATE OF SURVEY: 07/13/09

EXISTING	TAKING	REMAINING RIGHT	SHEET:
23.47 Ac.	0.738 Ac. (32,145 Sq Ft)	22.732 Ac.	3 OF 4

http://email.co.hidalgo.tx.us/service/home/~/?auth=co&loc=en_US&i...

http://email.co.hidalgo.tx.us/service/home/~/?auth=co&loc=en_US&i...

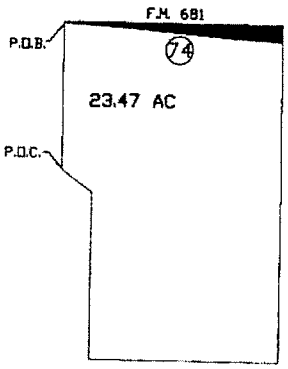
3/20/2013 9:10 AM



RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

SCHUCK FARMS LLC.



NOTE:

1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE

2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

LEGEND:

SIGN		RIGHT-OF-WAY POST	
MANHOLE (TELEPHONE)		CHAINLINK FENCE	—X—
TRAFFIC SIGNAL LIGHT POLE		WOOD FENCE	—//—
TELEPHONE PEDESTAL		FOUND 1/2" IRON ROD	
LIGHT POLE		FOUND IRON PIPE	
WATER METER		SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS
FIRE HYDRANT		FOUND 1/2" IRON ROD	IRF
GUY		OVERHEAD POWER	—OH—
POWER POLE			

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4603
PROFESSIONAL
LAND SURVEYOR

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1388

REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ No. 0669-01-052	DATE OF SURVEY: 07/13/09

EXISTING	TAKING	REMAINING RIGHT	SHEET:
23.470 Ac.	0.738 Ac. (32,145 Sq Ft)	22.732 Ac.	4 OF 4

http://email.co.hidalgo.tx.us/service/home/~/?auth=co&loc=en_US&i...

AI-37780 **Auditor's Office 18. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Requesting approval to submit the "Pro Rata Tobacco Settlement Distribution County Expenditure Statement - 2013" to the Department of State Health Services, and authorize County Judge to execute the report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 03:28 PM
Erika Zamora	Obdett Calzada	03/22/2013 10:26 AM
Sylvia Solis	Sylvia Solis	03/22/2013 02:10 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Maria Medina Started On: 03/19/2013 02:58 PM

Final Approval Date: 03/22/2013

AI-37752 **Precinct #2 19. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Raul Silguero **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Sanitation & Constable Pct. 2 (1100):
1. Approval of the following personnel actions:

Action	Department	Slot No.	Position Title	Budgeted Salary
Delete	Pct. 2 Sanitation	0023	Solid Waste Enforcement Officer	$39,140.00
Create	Constable Pct. 2	0014	Administrative Assistant II	$31,045.00

2. Approval of interdepartmental/ intradepartmental transfer(s).
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

SANITATION PCT.2 - Acct #3-1100-432-00-122-001-0-XXX

No Budgetary Impact - Cost Savings from deletion of position. Pending transfer of funds to Constable Pct. 2.

CONSTABLE PCT.2 - Acct. #3-1100-421-00-292-001-0-XXX

Funds for proposed position available from Santiation Pct. 2, pending approval of interdept. transfer.

Attachments

lit
Job Description
Fiscal Note
Revised salary schedule
Interdept.

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	03/22/2013 02:10 PM
Budget & Management	Obdett Calzada	03/22/2013 02:23 PM
Human Resources	Nereida Garza	03/22/2013 03:33 PM
Budget & Management	Obdett Calzada	03/22/2013 03:37 PM
Rosalinda Cantu	Rosie Cantu	03/22/2013 04:18 PM

Purchasing Department Angela Garcia 03/22/2013 04:22 PM

Form Started By: Sylvia Solis Started On: 03/18/2013 03:40 PM

Final Approval Date: 03/22/2013

DATE: March 22, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 2 Sanitation

ACCOUNT NUMBER: 3-1100-432-00-122-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REG F/T EMPLOYEES	890	OTHER	6,234.08
220	FICA	890	OTHER	476.91
230	RETIREMENT	890	OTHER	643.36
250	UNEMPLOYMENT COMP	890	OTHER	31.17
260	WORKERS' COMP	890	OTHER	226.17
			TOTAL:	**7,611.69**

REASON:
Intradepartmental Transfer of funds for operational expenditures. Funding available from the deletion of Solid Waste Enforcement Officer position.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, March 26, 2013** **Agenda Item:** 37752

Summary of request/proposal:
Approval to delete and/or create the following regular full-time positions under Sanitation Pct. 2 & Constable Pct. 2:

SANITATION PCT. 2

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	SOLID WASTE ENFORCEMENT OFFICER	0023	113	39,140.00	0.00	(39,140.00)
			Total:	39,140.00	0.00	(39,140.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-432-00-122-001-0-	113	SANITATION PCT.2 -	REG F/T EMPLOYEES	($30,142.30)
3-1100-432-00-122-001-0-	211	SANITATION PCT.2 -	HEALTH INSURANCE	($3,206.76)
3-1100-432-00-122-001-0-	212	SANITATION PCT.2 -	LIFE INSURANCE	($20.79)
3-1100-432-00-122-001-0-	220	SANITATION PCT.2 -	FICA	($2,305.89)
3-1100-432-00-122-001-0-	230	SANITATION PCT.2 -	RETIREMENT	($3,110.69)
3-1100-432-00-122-001-0-	250	SANITATION PCT.2 -	UNEMPLOYMENT COMP	($150.71)
3-1100-432-00-122-001-0-	260	SANITATION PCT.2 -	WORKER'S COMP	($238.12)
			2013 Budgetary Impact	($39,175.26)

2014 Budgetary Impact: ($50,869.37)

Possible Funding Sources: AVAILABLE FUNDS PENDING TRANSFER TO OPERATING & CONSTABLE PCT. 2

CONSTABLE PCT. 2

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ADMINISTRATIVE ASSISTANT II	0014	113	0.00	31,045.00	31,045.00
			Total:	0.00	31,045.00	31,045.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-421-00-292-001-0-	113	CONSTABLE PCT.2 -	REG F/T EMPLOYEES	$23,908.22
3-1100-421-00-292-001-0-	211	CONSTABLE PCT.2 -	HEALTH INSURANCE	$3,206.76
3-1100-421-00-292-001-0-	212	CONSTABLE PCT.2 -	LIFE INSURANCE	$20.79
3-1100-421-00-292-001-0-	220	CONSTABLE PCT.2 -	FICA	$1,828.98
3-1100-421-00-292-001-0-	230	CONSTABLE PCT.2 -	RETIREMENT	$2,467.33
3-1100-421-00-292-001-0-	250	CONSTABLE PCT.2 -	UNEMPLOYMENT COMP	$119.54
3-1100-421-00-292-001-0-	260	CONSTABLE PCT.2 -	WORKER'S COMP	$11.95
			2013 Budgetary Impact	$31,563.57

2014 Budgetary Impact: $40,985.53

Possible Funding Sources: SANITATION PCT. 2 FUNDS
(PENDING APPROVAL OF INTERDEPT. TRANSFER)

Comments:

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-432-00-122-001-0

AI - 37752

SANITATION PCT. 2

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	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
0002	113	HEAVY EQUIPMENT OPERATOR I	$28,356.00	$0.00	$28,356.00	0.03	$850.68	$0.00	$29,207.00	$29,207.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,627.00
0003	113	ATTENDANT III	$27,424.00	$0.00	$27,424.00	0.03	$822.72	$0.00	$28,247.00	$28,247.00	$780.00	$0.00	$0.00	$0.00	$0.00	$29,027.00
0005	113	ATTENDANT	$27,019.00	$0.00	$27,019.00	0.03	$810.57	$0.00	$27,830.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0006	113	ATTENDANT	$27,019.00	$0.00	$27,019.00	0.03	$810.57	$0.00	$27,830.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0007	113	TRUCK DRIVER II	$27,016.00	$0.00	$27,016.00	0.03	$810.00	$0.00	$27,826.00	$25,665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,665.00
0008	113	TRUCK DRIVER II	$26,644.00	$0.00	$26,644.00	0.03	$799.00	$0.00	$27,443.00	$26,500.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,800.00
0010	113	HEAVY EQUIPMENT OPERATOR I	$26,545.00	$0.00	$26,545.00	0.03	$796.35	$0.00	$27,341.00	$24,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0011	113	TRUCK DRIVER II	$26,206.00	$0.00	$26,206.00	0.03	$786.18	$0.00	$26,992.00	$25,235.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,235.00
0012	113	TRUCK DRIVER II	$24,236.00	$0.00	$24,236.00	0.03	$727.08	$0.00	$24,963.00	$23,864.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,164.00
0013	113	TRUCK DRIVER II	$24,236.00	$0.00	$24,236.00	0.03	$727.00	$0.00	$24,963.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	MAINTENANCE II	$22,703.00	$0.00	$22,703.00	0.03	$681.00	$0.00	$23,384.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0016	113	MAINTENANCE I	$22,703.00	$0.00	$22,703.00	0.03	$681.09	$0.00	$23,384.00	$19,790.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,790.00
0017	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0019	113	MAINTENANCE WORKER I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
~~0023~~	~~113~~	~~SOLID WASTE ENFORCEMENT OFFICER~~	~~$36,480.00~~	~~$1,520.00~~	~~$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~~
			$383,691.00	$0.00	$383,691.00		$11,509.76	$0.00	$395,201.00	$305,197.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$306,997.00

Approval to delete the above highlighted full-time position.
Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-421-00-292-001-0

AI - 37752

CONSTABLE PCT. 2

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	CONSTABLE	$68,190.00	$11,810.00	$80,000.00	0	$0.00	$0.00	$80,000.00	$80,000.00	$0.00	$0.00	$2,400.00	$14,000.00	$0.00	$96,400.00
0002	113	CHIEF DEPUTY CONSTABLE I STEP II	$48,279.00	$1,690.00	$49,969.00	0.03	$1,499.00	$0.00	$51,468.00	$51,468.00	$1,440.00	$0.00	$1,800.00	$0.00	$0.00	$54,708.00
0003	113	DEPUTY CONSTABLE STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$780.00	$0.00	$0.00	$0.00	$0.00	$41,290.00
0004	113	SR. DEPUTY CONSTABLE STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$0.00	$0.00	$0.00	$48,514.00
0005	113	DEPUTY CONSTABLE STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$41,710.00
0006	113	SR. DEPUTY CONSTABLE STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	DEPUTY CONSTABLE STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$41,710.00
0008	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0009	113	DEPUTY CONSTABLE STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$600.00	$0.00	$0.00	$39,740.00
0010	113	DEPUTY CONSTABLE	$0.00	$38,000.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0011	113	DEPUTY CONSTABLE STEP I	$0.00	$38,000.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0012	113	DEPUTY CONSTABLE STEP II	$0.00	$40,510.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,510.00
0013	113	DEPUTY CONSTABLE STEP II	$0.00	$40,510.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$2,700.00	$0.00	$0.00	$43,210.00
0014	**113**	**ADMINISTRATIVE ASSISTANT II**	**$0.00**	**$31,045.00**	**$31,045.00**	**0**	**$0.00**	**$0.00**	**$31,045.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$376,911.00	$210,105.00	$587,016.00		$11,848.67	$0.00	$598,865.00	$520,127.00	$3,000.00	$0.00	$9,900.00	$14,000.00	$0.00	$547,027.00

Approval to create the above highlighted full-time position.
Personnel action pending CC approval.

DATE: March 19, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR SANITATION PCT. 2 & CONTABLE PCT. 2

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: SYLVIA SOLIS
Ph#: (956) 292-7025 EXT. 5423

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:			
3-1100-432-00-122-001-0- 113	SANITATION PCT.2 -	REG. FULL TIME	(23,908.22)
3-1100-432-00-122-001-0- 211	SANITATION PCT.2 -	HEALTH INSURANCE	(3,206.76)
3-1100-432-00-122-001-0- 212	SANITATION PCT.2 -	LIFE INSURANCE	(20.79)
3-1100-432-00-122-001-0- 220	SANITATION PCT.2 -	FICA	(1,828.98)
3-1100-432-00-122-001-0- 230	SANITATION PCT.2 -	RETIREMENT	(2,467.33)
3-1100-432-00-122-001-0- 250	SANITATION PCT.2 -	UNEMPLOYMENT	(119.54)
3-1100-432-00-122-001-0- 260	SANITATION PCT.2 -	WORKERS' COMP	(11.95)
TO:			
3-1100-421-00-292-001-0- 113	CONSTABLE PCT.2 -	REG. FULL TIME	23,908.22
3-1100-421-00-292-001-0- 211	CONSTABLE PCT.2 -	HEALTH INSURANCE	3,206.76
3-1100-421-00-292-001-0- 212	CONSTABLE PCT.2 -	LIFE INSURANCE	20.79
3-1100-421-00-292-001-0- 220	CONSTABLE PCT.2 -	FICA	1,828.98
3-1100-421-00-292-001-0- 230	CONSTABLE PCT.2 -	RETIREMENT	2,467.33
3-1100-421-00-292-001-0- 250	CONSTABLE PCT.2 -	UNEMPLOYMENT	119.54
3-1100-421-00-292-001-0- 260	CONSTABLE PCT.2 -	WORKERS' COMP	11.95
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: Interdepartmental transfer from Sanitation Pct. 2 to Constable Pct. 2 to cover the prorated salary and related fringe benefit expenditures for the creation of one (1) Administrative Assistant II position, slot no. 0014, budgeted salary 31,045.00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ____/____/____ **DATE** **ATTEST COUNTY CLERK**

AI-37883 **Precinct #4** **20. A.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Update by Mario Jorge of TxDOT on SH 68 (Segment D)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 12:24 PM
Manuel Chapa	Manuel Chapa	03/22/2013 03:33 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/22/2013 11:03 AM

Final Approval Date: 03/22/2013

AI-37777 **Budget and Management 21. A. 1.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Auditor's Office **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Grants:
Approval to de-obligate cash match funds for the following grants and appropriate into Countywide Administration-Contingency (Fund 1100):

Grant	Amount
Stop Truancy Grant (Fund 1285)	$1,024.71
Public Defender's Juvenile Section Grant (Fund 1282)	$9,835.60
CJD JAIBG Grant (Fund 1286)	$1,272.36
Border Health EWIDS Grant (Fund 1293)	$6,856.64
CPH BIO PREP Grant (Fund 1293)	$2,850.69
Hazard Mitigation Grant (Fund 1283)	$238.42
Juvenile Probation Grant (Fund 1294)	$135,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Transfer will be attached monday morning per Erika Zamora.

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	03/19/2013 02:49 PM
Sylvia Solis	Erika Zamora	03/19/2013 02:55 PM
Rosalinda Cantu	Rosie Cantu	03/19/2013 03:00 PM
Erika Zamora (Originator)	Obdett Calzada	03/22/2013 10:25 AM
Budget & Management	Obdett Calzada	03/22/2013 10:25 AM
Rosalinda Cantu	Rosie Cantu	03/22/2013 03:24 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Erika Zamora Started On: 03/19/2013 02:31 PM

Final Approval Date: 03/22/2013

AI-37884 **Purchasing Department 22. A. 3.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Hon. Israel Ramon, 430th **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

As requested by Hon. Israel Ramon, Presiding Judge of the 430th State District Court of Hidalgo County, presentation for CC's acceptance and approval of six (6) invoices attached herein (Oct.-Nov.-Dec. 2012 & Jan.-Feb.-Mar. 2013) from ASG Security for the provision of security monitoring services since the agreement for said services expired in Sept. 2012 (exhaustion of month to month provision under original agreement) with anticipated date for presentation of a new agreement on CC meeting of 4-02-13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-010-001-0-413

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

BUDGETARY IMPACT:

Funds available as of 03/22/2013, refer to Req #00229357.

Attachments

agreement

invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 01:08 PM
Purchasing Department	Marty Salazar	03/22/2013 01:09 PM
Budget & Management	Angela Garcia	03/22/2013 01:21 PM
Sylvia Solis	Sylvia Solis	03/22/2013 02:38 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Marty Salazar Started On: 03/22/2013 11:25 AM

Final Approval Date: 03/22/2013

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local/Area Office: 31st Ash Ave. McAllen, TX

Customer/Billing Information: Hidalgo County 111 S. 9th St. Edinburg, TX

RECEIVED BY COUNTY AUDITOR
2010 SEP 21 PM 2 51

argus SECURITY SYSTEMS

THIS AGREEMENT made this 23 day of Sept., 20 10, by and between Alarm Security Group LLC (ASG/Argus Security), herei called the "Company" and Hidalgo County 430 District Court hereinafter called the "Client", at (site address) 111 S. 9th Street Edinburg, TX. 78539

1. **Agreement:** Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installe security systems ("System") described in the Schedule of Protection set forth below:

A. **Type of Transaction:** (check boxes that apply) ☒ Purchase ☐ Company Owned System ☒ Services

B. **Services to be Provided:** (check boxes that apply)

☒ Burglar Alarm Monitoring	$ 25.00	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☐ O/C Reports ( ) Mthly ( ) Wkly	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$ _____	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☒ Other Admin Fee	$ 3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System Purchase:** The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of pa are as follows: Deposit $_____; upon 100% completion $_____. In the event of changes in cost of the System be ng supplied prior to the date of insta Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company s returned forthwith.
2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating b that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROV HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and th of $_____ per month plus tax (if applicable), payable☐☐ monthly;☐☐ quarterly;☐☐ semi-annually;☐☐ annually ("payment cycle") in advance on the first day of the said pa cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to incr set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any r periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the o term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. **Additional Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 28.99 Service/Monitoring Fee plus tax (if appl per month, payable☐☐ monthly;☐☐ quarterly;☐☐ semi-annually;☐☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the paymen following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0) (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expira the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expira this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term Agreement, according to the terms and conditions as set forth in this Agreement.

3. **Receipt of Copy:** CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISE CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL C PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MAD REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITIO EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRAN EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CR AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURT ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES C THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing.

Vista 20 panel
exterior + interior sirens
battery + transformer
4-DT7435 motions
2-1175 doors
1-FG730 Glassbreak
3-panic buttons

731.25 equipr
28.99 mont
$760.24

ASG SECURITY / ARGUS SECURITY SYSTEMS
(Alarm Security Group LLC)

Ida Cabrera - Ida Cabrera
Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

Accepted by:

Client's Name

Date

Client's Authorized Signature

Printed Name: Rene Ramirez

Title: County Judge

Business Telephone

Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMP BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

State License B-12478; ACR-2242-C; ECR-1767
In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78572-4422, (512)424-7710.

THIS IS A CONTRACT - READ BOTH SIDES CAREFULLY

ASG-ARGUS SECURITY SYSTEMS
A DIVISION OF ALARM SECURITY GROUP, LLC

Hidalgo County 430th District Court

BURGLAR ALARM MONITORING SERVICE AGREEMENT
Approved in CC on October 12, 2010

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539

Arturo Guajardo Jr., County Clerk

RECEIVED BY COUNTY AUDITOR 2010 FEB 21 PM 2 51

13.K.

AI-23317

Updated COOP Vendor's List & Monitoring/Maintenance Agreement

CC CONSENT

Date: 10/12/2010
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.

2. Requesting authority to enter into a 12-month maintenance agreement for a folding machine standalone serial #0912631 with Pitney Bowes for the Tax Office through requisition #182817 in the total amount of $968.00/year-effective: 11/1/2010 - 10/31/2011 (0-1100-415-15-140-001-0-432);

3. Requesting authority to enter into a 12-month monitoring agreement with (ASG) Argus Security Group LLC for the 430th District Court through requisition #183216 in the total amount of $28.99/month-effective: Upon approval (0-1100-412-00-010-001-0-413)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-432
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes
BUDGETARY IMPACT:
$968.00 available funds in req#182817 as of 10-08-10. rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-010-001-0-413
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes
BUDGETARY IMPACT:
$86.97 available funds in req#183216 as of 10-08-10. rc

Attachments

Link: Revised COOP Vendor's List
Link: Pitney Bowes Tax Office

****
*** RX REPORT ***
****

RECEPTION OK

TX/RX NO	6416
DESTINATION TEL #	9563810477
DESTINATION ID	
ST. TIME	03/21 10:43
TIME USE	01'24
PGS.	4
RESULT	OK

Maricela Cortez Salinas
Court Coordinator

Eloy Garcia
Asst. Court Coordinator

Adelaido "Al" Flores, Jr.
Official Court Reporter

Fidel Perez, III
Bailiff / Interpreter

ISRAEL RAMON, JR.

Judge, 430th Judicial District Court

DATE: 3/21/13

TO: Ms. M. Salazar	FAX #: 318-2629
TO:	FAX #:
TO:	FAX #:
TO:	FAX #:

FROM:

- ☐ ISRAEL RAMON, JR. JUDGE
- ☑ MARICELA CORTEZ SALINAS COURT COORDINATOR
- ☐ ELOY GARCIA ASST. COURT COORDINATOR
- ☐ FIDEL PEREZ, III BAILIFF
- ☐ AL FLORES COURT REPORTER
- ☐ _____

NUMBER OF PAGES: 4, INCLUDING COVER PAGE

RE: Copy of Monitoring Maintenance Agreement

COMMENTS

is attached.

Maricela Cortez Salinas
Court Coordinator

Eloy Garcia
Asst. Court Coordinator

Adelaido "Al" Flores, Jr.
Official Court Reporter

Fidel Perez, III
Bailiff / Interpreter

ISRAEL RAMON, JR.

Judge, 430th Judicial District Court

DATE: 3/21/13

TO: Ms. M. Salazar	FAX #: 318-2629
TO:	FAX #:
TO:	FAX #:
TO:	FAX #:

FROM:

- ☐ ISRAEL RAMON, JR. JUDGE
- ☐ MARICELA CORTEZ SALINAS COURT COORDINATOR
- ☐ ELOY GARCIA ASST. COURT COORDINATOR
- ☐ FIDEL PEREZ, III BAILIFF
- ☐ AL FLORES COURT REPORTER
- ☐ _____

NUMBER OF PAGES: 7, INCLUDING COVER PAGE

RE: ASG Security Invoices

COMMENTS

are attached.

ASG SECURITY
12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	3725207
Invoice Number:	20995322
Invoice Date:	10/01/2012
Due Date:	**10/31/2012**
Amount Due:	60.48
Amount Enclosed:	$ _____

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

0115012429 PRESORT 12429 1 AT 0.374 P1C51 <B>
HIDALGO CTY 430TH DISTRICT CT
111 SOUTH 9TH AVENUE
EDINBURG TX 78539-4313

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000000 000000037252079 0020995322 000000000006048 9

To ensure proper credit, please return this portion with your payment.

ASG SECURITY
314 Ash Avenue
McAllen, TX 78501

Mailing Address: Hidalgo Cty 430th District Ct
111 South 9th Street
Edinburg, TX 78539

Account Information

Account Number:	3725207
Invoice Number:	20995322
Invoice Date:	10/01/2012

Summary Of Charges

Previous account balance as of 10/01/12 — 28.99

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable. PO# 670384			
Hidalgo Cty 430th District Ct 111 South 9th Street			
Monitoring, Burglary 11/01/12 - 11/30/12	1.00	27.50	27.50
Administration Fee 11/01/12 - 11/30/12	1.00	3.99	3.99
Current Charges			31.49
Payments Applied			*$0.00*
Total Amount Due			60.48

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
$31.49	$28.99	$0.00	$0.00

Important Messages

Remit Address Change

In an ongoing effort to better serve you, we are pleased to announce the remittance address for your security service payments has changed. The new remittance address for all payments is as follows:

PO Box 650837
Dallas, TX 75265-0837

Effective Immediately

To ensure prompt delivery of your payment, please take a moment to make any necessary changes. The remittance address previously located in Philadelphia, PA will forward mail to the new address during this transition.

Thank you for your prompt attention to this matter. Should you have additional questions, please feel free to contact our Customer Care Center at 1-877-227-3274.

M Coleman 10/10/12
M Coleman 10/10/12

INVOICE

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	3725207
Invoice Number:	21139066
Invoice Date:	11/01/2012
Due Date:	**12/01/2012**
Amount Due:	**58.07**
Amount Enclosed:	$ _____

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

4509011361 PRESORT 11361 1 AT 0.374 P1C47 <B>
HIDALGO CTY 430TH DISTRICT CT
111 SOUTH 9TH AVENUE
EDINBURG TX 78539-4313

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 000000037252079 0021139066 000000000005807 6

To ensure proper credit, please return this portion with your payment.

314 Ash Avenue
McAllen, TX 78501

Mailing Address: Hidalgo Cty 430th District Ct
111 South 9th Street
Edinburg, TX 78539

Account Information

Account Number:	3725207
Invoice Number:	21139066
Invoice Date:	11/01/2012

Summary Of Charges

Previous account balance as of 11/01/12 — 4.91

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable. PO# 670384			
Hidalgo Cty 430th District Ct 111 South 9th Street			
Monitoring, Burglary 11/02/12 - 12/31/12	1.97	25.00	49.17
Administration Fee 12/01/12 - 12/31/12	1.00	3.99	3.99
Current Charges			53.16
Payments Applied			*$0.00*
Total Amount Due			**58.07**

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
$53.16	$4.91	$0.00	$0.00

Important Messages

Remit Address Change

In an ongoing effort to better serve you, we are pleased to announce the remittance address for your security service payments has changed. The new remittance address for all payments is as follows:

PO Box 650837
Dallas, TX 75265-0837

Effective Immediately

To ensure prompt delivery of your payment, please take a moment to make any necessary changes. The remittance address previously located in Philadelphia, PA will forward mail to the new address during this transition.

Thank you for your prompt attention to this matter. Should you have additional questions, please feel free to contact our Customer Care Center at 1-877-227-3274.

INVOICE RECEIVED BY: _____ on 12/7/12
GOODS/SERVICES RECEIVED BY: _____ on 12/7/12

INVOICE

ASG SECURITY
12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	3725207
Invoice Number:	21283758
Invoice Date:	12/01/2012
Due Date:	**12/31/2012**
Amount Due:	87.06
Amount Enclosed:	$ 28.99

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

9765014256 PRESORT 14256 1 AT 0.374 P1C56 <B>
HIDALGO CTY 430TH DISTRICT CT
111 SOUTH 9TH AVENUE
EDINBURG TX 78539-4313

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 0000000372520?9 0021283758 000000000087?6 1

To ensure proper credit, please return this portion with your payment.

ASG SECURITY
314 Ash Avenue
McAllen, TX 78501

Mailing Address: Hidalgo Cty 430th District Ct
111 South 9th Street
Edinburg, TX 78539

Account Information

Account Number:	3725207
Invoice Number:	21283758
Invoice Date:	12/01/2012

Summary Of Charges

Previous account balance as of 12/01/12 58.07

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable. PO# 670384			
Hidalgo Cty 430th District Ct 111 South 9th Street			
Monitoring, Burglary 01/01/13 - 01/31/13	1.00	25.00	25.00
Administration Fee 01/01/13 - 01/31/13	1.00	3.99	3.99

Current Charges	28.99
Payments Applied	*$0.00*
Total Amount Due	87.06

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
$28.99	$53.16	$4.91	$0.00

Important Messages

Remit Address Change

In an ongoing effort to better serve you, we are pleased to announce the remittance address for your security service payments has changed. The new remittance address for all payments is as follows:

PO Box 650837
Dallas, TX 75265-0837

RECEIVED BY COUNTY AUDITOR 2013 JAN 2 AM 9:48

Effective Immediately

To ensure prompt delivery of your payment, please take a moment to make any necessary changes. The remittance address previously located in Philadelphia, PA will forward mail to the new address during this transition.

Thank you for your prompt attention to this matter. Should you have additional questions, please feel free to contact our Customer Care Center at 1-877-227-3274.

INVOICE RECEIVED BY: M Alaniz on 12/17/12
GOODS/SERVICES RECEIVED BY: M Alaniz on 12/17/12

PL

INVOICE

ASG SECURITY
12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

RECEIVED BY
COUNTY AUDITOR
2013 FEB 21 PM 2:51

Account Number:	3725207
Invoice Number:	21431823
Invoice Date:	01/01/2013
Due Date:	**01/31/2013**
Amount Due:	58.07
Amount Enclosed:	$ _____

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

8328012499 PRESORT 12499 1 AT 0.374 P1C51 <B>
HIDALGO CTY 430TH DISTRICT CT
111 SOUTH 9TH AVENUE
EDINBURG TX 78539-4313

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 000000037252079 0021431823 000000000058O7 1

To ensure proper credit, please return this portion with your payment.

ASG SECURITY
314 Ash Avenue
McAllen, TX 78501

Mailing Address: Hidalgo Cty 430th District Ct
111 South 9th Street
Edinburg, TX 78539

Account Information

Account Number:	3725207
Invoice Number:	21431823
Invoice Date:	01/01/2013

Summary Of Charges

Previous account balance as of 01/01/13 — 29.08

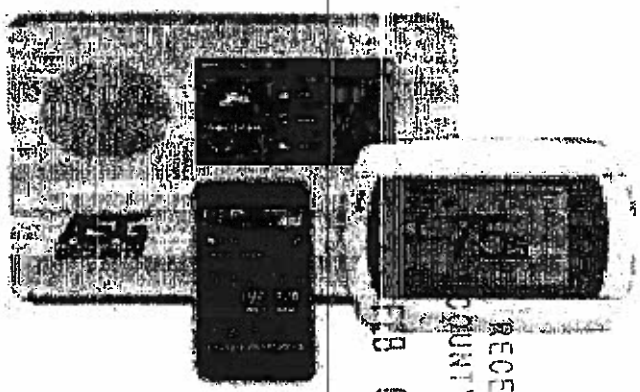
Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
Hidalgo Cty 430th District Ct 111 South 9th Street			
Monitoring, Burglary 02/01/13 - 02/28/13	1.00	25.00	25.00
Administration Fee 02/01/13 - 02/28/13	1.00	3.99	3.99
Current Charges			28.99
Payments Applied			*$0.00*
Total Amount Due			58.07

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
$28.99	$28.99	$0.09	$0.00

Reg not approved 2114
2111

Reg# 229357

Important Messages



RECEIVED BY
COUNTY AUDITOR
2013 FEB 21 PM 2:51

Offering affordable technology you never thought possible

www.asgsecurity.com
877.227.3274

INVOICE RECEIVED BY:
M Quinones on 1/4/13
GOODS/SERVICES RECEIVED BY:
M Quinones on 1/4/13

PI

INVOICE

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	3725207
Invoice Number:	21596566
Invoice Date:	02/01/2013
Due Date:	**03/03/2013**
Amount Due:	**86.97**
Amount Enclosed:	$ _____

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

046S007651 PRESORT 7651 1 AT 0.384 P1C30 <B>
HIDALGO CTY 430TH DISTRICT CT
111 SOUTH 9TH AVENUE
EDINBURG TX 78539-4319

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 0000000372520?9 0021596566 000000000086?7 9

To ensure proper credit, please return this portion with your payment.

314 Ash Avenue
McAllen, TX 78501

Mailing Address: Hidalgo Cty 430th District Ct
111 South 9th Street
Edinburg, TX 78539

Account Information

Account Number:	3725207
Invoice Number:	21596566
Invoice Date:	02/01/2013

Summary Of Charges

Previous account balance as of 02/01/13 — 57.98

Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
Hidalgo Cty 430th District Ct 111 South 9th Street			
Monitoring, Burglary 03/01/13 - 03/31/13	1.00	25.00	25.00
Administration Fee 03/01/13 - 03/31/13	1.00	3.99	3.99
Current Charges			28.99
Payments Applied			*$0.00*
Total Amount Due			**86.97**

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
$28.99	$28.99	$28.99	$0.00

INVOICE RECEIVED BY: _____ on 2/19/13
GOODS/SERVICES RECEIVED BY: _____ on 2/19/13

Important Messages

With **ASG Video** view live or recorded video on any mobile device with secure off-site storage of recorded video. Enjoy superior image quality with new IP camera technology. No DVR is ever required.

Let us convert your existing DVR system for NO INSTALLATION CHARGE.

Contact us at 866.705.4274 or sales@asgsecurity.com

PL

INVOICE

ASG SECURITY
12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

Account Number:	3725207
Invoice Number:	21799798
Invoice Date:	03/01/2013
Due Date:	**03/31/2013**
Amount Due:	115.96
Amount Enclosed:	$ _____

☐ Please check here if you have provided updated address or payment information on the reverse side.

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

44560077?4 PRESORT 7774 1 AT 0.384 P1C32 <B>
HIDALGO CTY 430TH DISTRICT CT
111 SOUTH 9TH AVENUE
EDINBURG TX 78539-4318

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000D0 000000037252079 0021799798 0000000011596 5

To ensure proper credit, please return this portion with your payment.

ASG SECURITY
314 Ash Avenue
McAllen, TX 78501

Mailing Address: Hidalgo Cty 430th District Ct
111 South 9th Street
Edinburg, TX 78539

Account Information

Account Number:	3725207
Invoice Number:	21799798
Invoice Date:	03/01/2013

Summary Of Charges

Previous account balance as of 03/01/13 — 86.97

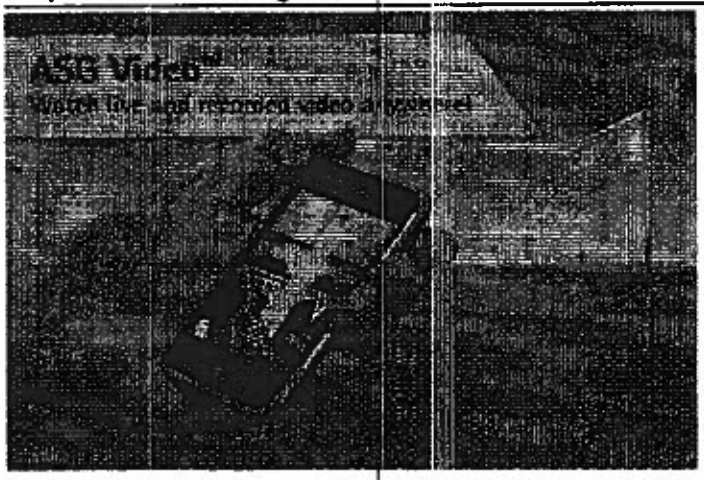
Description	Qty	Unit Price	Amount
Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
Hidalgo Cty 430th District Ct 111 South 9th Street			
Monitoring, Burglary 04/01/13 - 04/30/13	1.00	25.00	25.00
Administration Fee 04/01/13 - 04/30/13	1.00	3.99	3.99

Current Charges	28.99
Payments Applied	*$0.00*
Total Amount Due	115.96

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
$28.99	$28.99	$28.99	$28.99

INVOICE RECEIVED BY: _____ on 3/14/13
GOODS/SERVICES RECEIVED BY: _____ on 3/14/13

Important Messages



With ASG Video view live or recorded video on any mobile device with secure off-site storage of recorded video. Enjoy superior image quality with new IP camera technology. No DVR is ever required.

Let us convert your existing DVR system for NO INSTALLATION CHARGE.

Contact us at 866.705.4274 or sales@asgsecurity.com

PL

****
*** RX REPORT ***
****

RECEPTION OK

TX/RX NO	6418
DESTINATION TEL #	9563810477
DESTINATION ID	
ST. TIME	03/21 11:41
TIME USE	03'03
PGS.	7
RESULT	OK

AI-37862 **Purchasing Department 22. B. 1.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Comm. A. C. Cuellar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional appraisal services providers for (on call as needed basis) for Pct No. 1;

evaluator	Leonel Garza, Jr., & Associates	Professional Appraisal Services, Inc	HLH Appraisal Services
evaluator 1	96	92	91
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for: the provision of professional appraisal services for (on call as needed basis) in Pct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding source to be determined once Pct 1 identifies projects. Services are on an "As Needed Basis".

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 02:15 PM
Budget & Management	Obdett Calzada	03/22/2013 02:19 PM
Obdett Calzada	Obdett Calzada	03/22/2013 03:58 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Nielda Cavazos Started On: 03/22/2013 08:42 AM

Final Approval Date: 03/22/2013

HIDALGO COUNTY PRECINCT NO 1
FOR
Appraisal Services
(On Call Services)
Scoring & Evaluation GRID

Appraisal Services

Total Scores	Leonel Garza, Jr & Associates	Professional Appraisal Services, Inc	HLH Appraisal Services
Evaluator 1	96	92	91
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

AI-37893 **Purchasing Department** **22. C. 1.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award the best valued proposal from job order contractor, Herrera & Hunt (awarded JOC through HCDE-Choice Facility Partners) in the amount of $63,275.22 for the installation of " Lights to South Tower Park Facility" in Pct. #2 as reviewed and approved by project engineer, Raul Sesin, PE - #2013-121-OGG.

BACKGROUND

Proposed installation of lights will create a safer environment to residents with in the community.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-452-00-122-008-0-739

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Acct # for proposed project is #3-1100-452-00-122-008-0-739 as identified by Mr. Agapito Vargas, Pct. #2.

Attachments

agenda backup

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Oscar Garza Started On: 03/22/2013 02:49 PM

Final Approval Date: 03/22/2013

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE FACILITY PARTNERS

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 3/18/2013

Project: So. Tower Lights

Location: Alamo, TX

Project Summary: Install lights at S. Tower Pct. 2 facility.

National averages based on quantity and unit prices from RS Means			$ 82,053.00
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 71,386.11
Site Travel Factor	1.25	X	
>150 miles return			$
Delivery Order Size Factor			
$3 to $50,000	1.10		
$50,000 to $500,000	1.00	X	
$500,000+	0.98		
			$
Adjustments:			
Reduction as per negociated amount			$ 9,953.86
Permits & Fees	2%		$
			$
	Sub Total		61,432.25
Payment & Performance Bond	3.0%		$
			$ 1,842.97
	Delivery Order Request Quote		$ 63,275.22

Gilbert Herrera 3/18/13
Gilbert Herrera Date

Herrera & Hunt, Inc. - Choice Facilities Partners Contract # 09-040JC-07

Hidalgo CO
Alamo
Alamo, Texas
Date: 18-Mar-13

Hidalgo Co Precint 2 Tower Rd Lighting
Year 2013
Unit Summary Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

Division Description			Total
Division 01	General Requirements		$16,666.00
Division 26	Electrical		$40,512.00
Division 31	Earthwork		$24,875.00
Subtotal			$82,053.00
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$82,053.00
General Conditions		0.00%	$0.00
Subtotal			$82,053.00
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$82,053.00

Hidalgo CO

Alamo
Alamo, Texas
Date: 18-Mar-13

Hidalgo Co Precint 2 Tower Rd Lighting
Year 2013
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	2.00	Week	$1,825.00	$3,650.00
013113200260	Field personnel, superintendent, average	2.00	Week	$2,600.00	$5,200.00
015433600120	Lifting and hoisting equipment rental; aerial lift truck, 2 pers, 80', Incl. Hourly Oper. Cost.	5.00	Day	$650.80	$3,254.00
015433602560	Rent crane truck mounted, hydraulic, 40 ton capacity, Incl. Hourly Oper. Cost.	5.00	Day	$912.40	$4,562.00
Division 01 General Requirements Subtotal					**$16,666.00**
Division 26 Electrical					
260519901250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, in raceway	20.00	C.L.F.	$81.50	$1,630.00
260519901300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, in raceway	20.00	C.L.F.	$109.00	$2,180.00
260526800100	Grounding rod, copper clad, 10' long, 3/4" diameter	2.00	Ea.	$167.50	$335.00
260533139120	PVC conduit, schedule 40, 1" diameter, to 15' H, incl terminations, fittings, & support	1,800.00	L.F.	$6.74	$12,132.00
260923100300	Lighting devices, photoelectric control, S.P.S.T., 208 V/277 V	14.00	Ea.	$95.00	$1,330.00
262416202610	Circuit breakers, plug-in, 2 pole, 277/480 V, 60 amp, panel or load center	3.00	Ea.	$227.00	$681.00
265613104000	Light poles, aluminum, bracket arms, 2 arm, excl concrete bases	6.00	Ea.	$330.50	$1,983.00
265613104200	Light poles, aluminum, bracket arms, 3 arm, excl concrete bases	1.00	Ea.	$498.00	$498.00
265636202400	Floodlights, exterior, high pressure sodium, 400 Watt, incl ballast and lamp, excl pole	5.00	Ea.	$654.00	$3,270.00
265636202600	Floodlights, exterior, high pressure sodium, 1000 watt, incl ballast and lamp, excl pole	17.00	Ea.	$969.00	$16,473.00
Division 26 Electrical Subtotal					**$40,512.00**
Division 31 Earthwork					
312316141350	Excavating, chain trencher, utility trench, common earth, 6" wide, 18" deep, backfill by hand, includes compaction, add	1,800.00	L.F.	$1.06	$1,908.00
316213233500	Prestressed concrete piles, octagonal, 40' long, 14" thick, priced using 200 piles, excludes pile caps or mobilization	420.00	V.L.F.	$47.31	$19,870.20

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
316326130110	Fixed end caisson piles, open style in stable ground, to 50' deep, 18" diameter, 0.065 C.Y./L.F., machine drilled, includes excavation, concrete, 50 lb. reinforcing/C.Y., excludes mobilization, boulder removal, disposal, casings or ground water	98.00	V.L.F.	$31.60	$3,096.80
Division 31 Earthwork Subtotal					**$24,875.00**

AI-37827 **Purchasing Department 22. D. 1.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Comm. Joe M. Flores **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute an "On Call" professional engineering services contract with L&G Engineering Laboratory, LLC for, "Construction Material Testing for All Projects" for Precinct No. 3 as approved for negotiations on 2/12/13.

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $15,734.12) for provision of construction material testing services required by Pct. #3 consisting of: "Mile 2 (Abraham to La Homa) Project" with L&G engineering Laboratory, LLC, under contract No. C-13-071-03-26.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Account Available balance as of 3-22-13 $36,683.47
On an as needed basis

Amount available for requisition# 233813 as of 3-22-13 $15,734.12 for L&G Engineering Laboratory.

Attachments

legal review
Contract
WA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 12:32 PM
Budget & Management	Obdett Calzada	03/22/2013 01:27 PM
Manuel Chapa	Manuel Chapa	03/22/2013 03:48 PM
Olga Garza	Olga Garza	03/22/2013 04:04 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Rocio Villarreal Started On: 03/20/2013 04:03 PM

Final Approval Date: 03/22/2013

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-13-071-03-26-L&G Engineering Lab-Pct 3

From : Steve Crain <scrain@atlashall.com> Thu, Mar 21, 2013 05:16 PM

Subject : RE: C-13-071-03-26-L&G Engineering Lab-Pct 3

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, March 21, 2013 4:53 PM
To: Steve Crain
Subject: C-13-071-03-26-L&G Engineering Lab-Pct 3

Mr. Crain:

Can you please review agreement and approved as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-13-071-03-26

THIS AGREEMENT is made effective the 26th, day of March, 2013 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **L&G Engineering Laboratory, LLC,** a Texas Limited Liability Company ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "All Hidalgo County Precinct No. 3 Projects;" **(ON AN AS NEEDED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. **Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. **Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 302 W. University Drive Edinburg, Texas 78539
If to Laboratory:	L&G Engineering Laboratory, LLC 2100 W. Expressway 83 Mercedes, Texas 78570

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

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

L&G Engineering Laboratory, LLC

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez LLP

By:_____
Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool***"
RFQ No.: 2013-003-12-05-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2013-003-12-05-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 13 , 2012
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2013-003-12-05-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities)** ***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 05 , 2012**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY APPROVED HOLIDAYS:

2013 YEAR	
New Year's Day	**12/31/12 and 01/01/13**
Martin Luther King Day	**01/21/13**
President's Day	**02/18/13**
Good Friday	**03/29/13**
Easter	**04/01/13**
Memorial Day	**05/27/13**
Independence Day	**07/04/13**
Labor Day	**09/02/13**
Veteran's Day	**11/11/13**
Thanks Giving Day	**11/28/13 and 11/29/13**
Christmas Day	**12/24/13 and 12/25/13**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
  appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants,

customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-
Geotechnical and Construction Materials Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2013 and ending February 8, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2013-003-12-05-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals must be signed. Please sign the original in ***blue ink.***

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Pre-Certification by TX-DOT for State funded **ROADWAY** projects only is preferred, but not required.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2013-003-12-05-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only *Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2013-003-12-05-SMA

27	Laptop Computer Rental (w/ Printer)	$ /Mo.
28	Concrete Beam Breaker	$ /Day
29	Concrete Beam Breaker	$ /Wk
30	Concrete Beam Breaker	$ /Mo.
31	Vacuum Extractor	$ /Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + %
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$ Hr.
Tex-103-E	Determination of Moisture Content is Soil Material	$ Ea
Tex-104-E	Determination of Liquid Limit of Soils	$ Ea
Tex-105-E	Determination of Plastic Limit of Soils	$ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$ Ea
Tex-108-E	Determination of Specific Gravity of Soils	$ Ea
Tex-110-E	Part I Sieves thru 40	$ Ea
	Part II Sieves thru 200	$ Ea
	Additional Sieves	$ Ea
Tex-111-E	Minus 200 Sieve Analysis	$ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$ Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$ Ea
	Disturbed Soils and Base Materials (Part II)	$ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$ Ea
Tex-128-E	Determination of Soil pH	$ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$ Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$ Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$ Ea
Tex-203-F	Sand Equivalent Test	$ Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2013-003-12-05-SMA

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness Index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method for Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2013-003-12-05-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

EVALUATION CRTIERIA AND FORM

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name:: _____

Department:: _____

Firm/Participant:Name: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ■ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

VENDOR'S APPLICATION

&

W-9 FORM

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: _____ Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company? _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

o Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

If yes, by whom?: ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State:_____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ( ) _____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name:_____HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ( ) _____

Subcontract Amount: $_____ Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other _____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.:( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			–			–				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

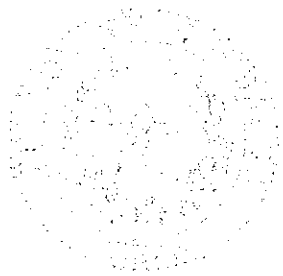
b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
L&G ENGINEERING LABORATORY, L.L.C.
CONSTRUCTION MATERIALS TESTING
LABORATORY RATES FOR FY 2013-2014

Soils Testing

		FY 2013	FY 2014
Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.25/Ea.	$10.40
Determination of Liquid Limit of Soils	Tex-104-E	$51.60/Ea.	$52.37
Determination of Plastic Limit of Soils	Tex-105-E	$51.80/Ea.	$52.58
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$77.32/Ea.	$78.48
Bar Linear Shrinkage of Soils	Tex-107-E	$64.52/Ea.	$65.49
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$64.52/Ea.	$65.49
Lime Series Testing	Tex-112-E	$521.22/Ea.	$529.04
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$206.35/Ea.	$209.45
Standard Proctor	ASTM D 698	$199.78/Ea.	$202.78
Modified Proctor	ASTM D 1557	$206.30/Ea.	$209.39
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$23.21/Ea.	$23.56
Determination of Soil pH	Tex-128-E	$83.86/Ea.	$85.12
Soil-Lime Testing	Tex-121-E	$154.76/Ea.	$157.08
Resistivity of Soils	Tex-129-E	$93.81/Ea.	$95.22
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$57.98/Ea.	$58.85
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$70.15/Ea.	$71.20
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$12.92/Ea.	$13.11
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$225.72/Ea.	$229.11

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$45.13/Ea.	$45.81
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$70.85/Ea.	$71.91
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$547.99/Ea.	$556.21
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$64.52/Ea.	$65.49
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$12.86/Ea.	$13.05
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$70.85/Ea.	$71.91
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$77.33/Ea.	$78.49
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$45.13/Ea.	$45.81
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.48/Ea.	$15.71
Acid Insoluble of Fine Aggregate	Tex-612-J	$83.86/Ea.	$85.12

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.16/Ea.	$23.51
Air Content (Volumetric)	ASTM C 173	$25.78/Ea.	$26.17
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.45/Ea.	$15.68
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$11.66/Ea.	$11.83
Casting of Grout Prisms	ASTM C 1019	**$no charge**	
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$32.26/Ea.	$32.74
Casting of Mortar Cubes	ASTM C 780	**$no charge**	
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$31.53/Ea.	$32.00
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$225.60/Ea.	$228.98
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$225.60/Ea.	$228.98
***(In Conjunction w/ Field Inspection)**			

Pavement Thickness / Asphalt Quality		**FY 2013**	**FY 2014**
Coring – ACP Thickness	ASTM D 3549	$64.52/Ea.	$65.49
Pavement Thickness Determination (Full Depth)	ASTM	$85.85/Ea.	$87.14
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$70.90/Ea.	$71.96
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$225.66Ea.	$229.04
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$38.69/Ea.	$39.27
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$83.86/Ea.	$85.12

Pavement Investigation	**FY 2013**	**FY 2014**
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$483.47/Ea.	$490.72

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

Personnel:	Engineer (Principal)	$154.76/Hr.	$157.08
	Engineering Specialist	$116.01/Hr.	$117.75
	Technician (Soils)	$ 46.44/Hr.	$47.14
	Technician (Concrete)	$ 59.29/Hr.	$60.18
	Technician (Asphalt)	$ 59.29/Hr.	$60.18

Engineering Review, Evaluation, Management & Administration	**FY 2013**	**FY 2014**
Test Report	$ 22.90/Ea.	$23.24

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:	Mileage	.51/Mi.	.52/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Millennium Engineer Group, Inc.., hereinafter called "Laboratory".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the Laboratory to provide_____.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Laboratory is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Laboratory* attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT
Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.
PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(DATE)___ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
Millennium Engineer Group, Inc.

_____
By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Millennium Engineer Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ 2009 concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.
IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

Client#: 11734 LGLABOR

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2012

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 Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956 687-1286 E-MAIL ADDRESS:
INSURED L & G Engineering Laboratory LLC, L & G Consulting Engineers, Inc. 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance Com — 33138 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Hartford Ins Co of the Midwest — 29424 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	LHC735082	07/19/2012	07/19/2013	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2012	07/19/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	TSF00010203000	07/23/2012	07/23/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y / N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	LHC735082	07/19/2012	07/19/2013	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability contains Additional Insured and Waiver of Subrogation to other insurance when required by written contract under form SS 00 08. Auto Liability contains Additional Insured and Waiver of Subrogation under endorsement Commercial Automobile Broad Form form HA 99 16 03 12. Workers Compensation contains Texas Waiver of Rights to Recover under form WC 42 03 04 A.

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

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HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-071-03-26
Work Authorization Form

WORK AUTHORIZATION NO. 01

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Hidalgo County Pct. 3 – ***Mile 2 (from Abraham to La Homa) Project.***

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$15,734.12.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING
This Work Authorization No.01 shall be funded through funding source:
Account No. 3-1200-431-00-123-005-0-231
Requisition Number 233813 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 01.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2013.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Project Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: ***Mile 2 (from Abraham to La Homa) Project*** **in Hidalgo County Precinct No. Three (3)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications for** ***Mile 2 (from Abraham to La Homa) Project*** **in Hidalgo County Pct No. Three (3)**

ATTACHMENT "B"
Scope of Services (Engineer)

***PROJECT**: Mile 2 (from Abraham to La Homa)* **in Hidalgo County Precinct No. Three (3)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for ***Mile 2 (from Abraham to La Homa) Project*** **in Hidalgo County Precinct No. Three (3)**.

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

***PROJECT**: Mile 2 (from Abraham to La Homa)* **in Hidalgo County Precinct No. Three (3).**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-13-071-03-26.**

ATTACHMENT "D"
Cost Proposal

PROJECT: ***Mile 2 (from Abraham to La Homa)*** **in Hidalgo County Precinct No. Three (3)**

(See Attached)

Attachment D
Mile 2 (from Abraham to La Homa) (11,000 LF)
Prepared For Hidalgo County Pct. No. 3

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	12	Hrs.	$46.44	$557.28
Trip Charge	240	Mi.	$0.51	$122.40
Atterberg	4	Ea.	$77.32	$309.28
Moisture-Density Determ	4	Ea.	$199.78	$799.12
Reports	4	Ea.	$22.90	$91.60
Eng. Spec.	1	Hrs.	$116.01	$116.01
Engineer	1	Hrs.	$154.76	$154.76
			Sub.	**$2,150.45**
Roadway Subgrade Field Density Testing				
Tech Time	36	Hrs.	$46.44	$1,671.84
Trip Charge	720	Mi	$0.51	$367.20
Comp. Test	36	Ea.	$23.21	$835.56
Reports	12	Ea.	$22.90	$274.80
Eng. Spec.	3	Hrs.	$116.01	$348.03
Engineer	3	Hrs.	$154.76	$464.28
			Sub.	**$3,961.71**
Roadway Base Materials Testing - Laboratory				
Tech Time	6	Hrs.	$46.44	$278.64
Trip Charge	120	Mi.	$0.51	$61.20
Sieve Analysis	2	Ea.	$57.98	$115.96
Texas Wet Ball Mill	2	Ea.	$225.72	$451.44
Atterberg	2	Ea.	$77.32	$154.64
Moisture-Density Determ	2	Ea.	$199.78	$399.56
Reports	4	Ea.	$22.90	$91.60
Eng. Spec.	1	Hrs.	$116.01	$116.01
Engineer	1	Hrs.	$154.76	$154.76
			Sub.	**$1,823.81**
Base Material Field Density Testing				
Tech Time	36	Hrs.	$46.44	$1,671.84
Trip Charge	720	Mi	$0.51	$367.20
Comp. Test	36	Ea.	$23.21	$835.56
Reports	12	Ea.	$22.90	$274.80
Eng. Spec.	3	Hrs.	$116.01	$348.03
Engineer	3	Hrs.	$154.76	$464.28
			Sub.	**$3,961.71**
Asphalt Testing-Field and Laboratory				
Tech Time	16	Hrs.	$59.29	$948.64
Trip Charge	240	Mi	$0.51	$122.40
Rolling Patterns	6	Ea.	$38.69	$232.14
Density of Asphaltic Cores	2	Pr.	$70.92	$141.84
%AC-Grad	2	Ea.	$225.66	$451.32
Reports	5	Ea.	$22.90	$114.50
Asphalt Thickness	22	Ea.	$64.52	$1,419.44
Eng. Spec.	1.5	Hrs.	$116.01	$174.02
Engineer	1.5	Hrs.	$154.76	$232.14
			Sub.	**$3,836.44**

Total Estimated Material Testing Fees $15,734.12

AI-37859 **Purchasing Department 22. E. 1.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Comm. Joseph Palacios **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Sunflower Road Park Project located in Pct No. 4.

Evaluators	LeFevre Environmental & Management Consultant	Quintanilla, Headley & Associates Inc.	SAMES, Inc
Evaluator 1	99	98	97
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for: the provision of professional engineering services for Sunflower Road Park Project located in Pct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-452-00-124-009-0-334

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

BUDGETARY IMPACT:

Funding pending LIT approval (AI# 37874)
as per Pct No. 4 3-1100-452-00-124-009-0-334
Available balance under 3-1100-452-00-124-009-0-890- Pct4 Parks - other account $ 90,781.34

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 12:17 PM
Budget & Management	Obdett Calzada	03/22/2013 12:24 PM
Manuel Chapa	Manuel Chapa	03/22/2013 03:17 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Nielda Cavazos Started On: 03/22/2013 08:36 AM

Final Approval Date: 03/22/2013

HIDALGO COUNTY PRECINCT NO 4

FOR

Engineering Services

Sunflower Road Park Project Located in Pct 4

Scoring & Evaluation GRID

Engineering Services

Total Scores	LeFevre Environmental & Management Consultant	Quintanilla, Headley & Associates, Inc	SAMES, Inc
Evaluator 1	99	98	97
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-37776 **Purchasing Department 22. F. 1.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: County Judge & Elections Adm. **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements, Texas Local Government Code, 262.024 (a)(4)-a professional service";

b. Acceptance and approval of Letter of Engagement with Hon. Rolando L. Rios to provide service regarding the Department of Justice -Pre-Clearance of 2013 Voting Precinct Changes.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3- **ACCT. #:** 1100-414-00-130-001-0-339

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

BUDGETARY IMPACT:

Attachments

Dept. Request

Legals Approval

Letter of Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 03:55 PM
Budget & Management	Obdett Calzada	03/22/2013 03:57 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Gricelda Villarreal Started On: 03/19/2013 02:30 PM

Final Approval Date: 03/22/2013

Search Cris Ayala

Mail Address Book Calendar Tasks Briefcase Preferences Re: Rolando Rio

Close Reply Reply to All Forward Delete Spam Actions

Re: Rolando Rios Redistricting Services

From: Martha Salazar

To: Amanda Valdez

Cc: yvonne ramon cris ayala Melanie Esparza

We cannot issue a PO until this item has been placed on CC agenda to exempt Mr. Rios from competitive approval of his letter of engagement. We will place on CC for 3-26-13.
Yours truly,
Marty S.

From: "Amanda Valdez" <amanda.valdez@co.hidalgo.tx.us>
To: "martha salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "yvonne ramon" <yvonne.ramon@co.hidalgo.tx.us>, "cris ayala" <cris.ayala@co.hidalgo.tx.
<melanie.esparza@co.hidalgo.tx.us>
Sent: Monday, March 18, 2013 3:10:22 PM
Subject: Rolando Rios Redistricting Services

Good Afternoon Ms. Salazar,

I have attached a quote to this email that I just received from the law office of Rolando Rios. Is there any w
provide? He will review the changes to the election precincts in Hidalgo County and submit/obtain approval from the
know what object code we can use for this. If you have any questions please call me at ext 5731. Thank you in adv

Amanda L. Valdez

RE: Agenda for Rolando Rios

From: Melanie Esparza

To: Cris Ayala

Cc: Rosie Diaz

Good morning Cris,

As per Connie our Auditor in regards to the agenda for Rolando Rios, we will be using **account#** 3-1100- information please let me know.

Thank You,

Melanie Esparza
Hidalgo County Elections Department
melanie.esparza@co.hidalgo.tx.us
Edinburg, TX 78539
956-318-2570 Ext: 5707

From: Cris Ayala [mailto:cris.ayala@co.hidalgo.tx.us]
Sent: Wednesday, March 20, 2013 9:15 AM
To: Melanie Esparza
Subject: Re: Agenda for Rolando Rios

Good Morning,
The code I gave you was what was used for the contract he had but I would suggest you ask y correct obj. code. I really don't work with any accounts and I don't have access to any accounts account.

RE: Rolando Rios Agreement Letter

From: Josephine L. Ramirez
To: Martha Salazar
Cc: Cris Ayala
Reply To: josephine ramirez

Marty,

I have reviewed the engagement agreement and approve as to the form of said agreement.

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

****
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ROLANDO L. RIOS AND ASSOCIATES, PLLC

www.riosredistricting.com rrios@rolandorioslaw.com

Hidalgo County
Elections Department
Edinburg Texas

Letter of Agreement to Provide Legal Services regarding the Voting Precinct Changes and Department of Justice approval

Dear Ms. Ramon:

This agreement is by and between Hidalgo County Elections Office and the Law Offices of Rolando Rios and is an Agreement for providing legal services to Hidalgo County Elections Office concerning the 2013 voting precinct modifications.

Term of Agreement

It is understood by the parties that the firm will render legal services to the County regarding the above referenced matter for a period of time required to complete the tasks.

Scope of Work

The firm shall provide to Hidalgo County including but not limited to the following:

· Review voting precinct changes
· Prepare submission and transmit to United States Department of Justice (DOJ)
· Review for compliance with Federal Law

Termination

This Agreement may be terminated prior to the expiration of the term hereof as follows:

· By mutual written agreement of the parties;

· By either party, with or without cause, upon thirty (30) days prior written notice to the other party; or

· By Hidalgo County immediately if the firm commits a material breach of any of the terms of this Agreement.

Upon termination of the agreement, the firm shall transfer files and/or close any outstanding matters immediately upon receipt of the termination notice.

General Provisions

The firm agrees not to undertake future representation of any person or entity in a manner adverse to the districts interests during the term of this agreement and for a period of two years after termination of this agreement. The firm commits to utilizing Minority and Women Business Enterprises on matters assigned by the district whenever an opportunity to do so exists.

Billing Fees

The firm will submit the billing invoices for the Voting Precinct project to Hidalgo County Elections Office for attorneys fees, legal assistants including any other expenses (as stated in Attachment A) for a total amount not to exceed Two Thousand & 00/100 Dollars ($2,000.00).

Law Office Rolando L. Rios & Associates, PLLC

_____
Rolando L. Rios, Owner

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

Attested:

_____
Arturo Guajardo, County Clerk

Approved as to form:

By:_____
Josephine L. Ramirez Solis, Asst. DA

ATTACHMENT A

SCHEDULE OF COSTS:

i. Printing Maps – color or black and white
   a. Maps & Layouts for DOJ $250.00
   b. Maps (ledger size & color) $ 2.30

ii. Copying, document preparation, faxes and scanning:
   a. Copies & Faxes $ 0.10
   b. Bindings 1-inch $ 3.25
   c. Shape files for DOJ $190.00

iii. Postage $ 2.00

AI-37890 **Purchasing Department 22. G. 1.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval to add the Exterior Modifications as required to comply with including, but not limited to, City of Edinburg's beautification code(s), Fire Marshal and ADA requirements plus any other appurtenances to current contractor, CAS Companies, LP awarded vendor with Tips/Taps (contract #10012413) through one of the following options:

a. Increase existing PO #682714 in the amount of $464,681.57 which includes a quantative adjustment of $94,819.34 from original PO #682714; **or in the alternative,**

b. Issue a separate PO for proposed Phase II Modifications;

B. Requesting authorization and approval for CAS Companies, LP to utilize the Adjustment allowance of $45,000.00 in **PO #682714** for the Interior Modifications to the Courtroom modulars in the amount of $43,290.17.

BACKGROUND

As per presented at CC for discussion on Wed. March 20, 2013; Budget will identify proposed funding.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-412-00-220-010-0-xxx

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

BUDGETARY IMPACT:

Pending AI#37892

Attachments

Ext Modifications

Interior Modifications

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 04:20 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Oscar Garza Started On: 03/22/2013 01:34 PM

Final Approval Date: 03/22/2013

March 22, 2013

CAS Companies

Oscar Garza
Program Coordinator
Hidalgo Co.
Edinburg, TX 78539

Via E-mail: oscar.garza@co.hidalgo.tx.us

RE: Hidalgo Co. Modular
Exterior Modifications
CAS Project #2012-234-00

Dear Mr. Garza,

CAS Companies is pleased to provide you with this proposal for the exterior modifications to the Hidalgo County Modular Building project.

CAS Companies is an approved vendor through **TIPS/TAPS, #10012413,** whom Hidalgo County would contract with to perform the work described in the deliver work order scope below.

This bid and the detailed services are being offered through TIPS/TAPS. By utilizing the TIPS/TAPS, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

CAS Companies requires a signed proposal by Hidalgo County to schedule the work.

Sincerely,

Jason Cuevas
CAS Companies, LP
Project Manager/Estimator

1306 FM 1092, Ste. 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

3765 S. Alameda, Ste. 315
Corpus Christi, TX 78411
Phone: 361.334.0688

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

CAS Companies, LP

5402 S. Expressway 83
Harlingen, Texas

Scope of Work:

Site/Asphalt & Concrete Paving/Sidewalks:

1. Saw cut and remove existing median @ N.W. Corner of site, 10th street entrance.
2. Saw cut and remove existing asphalt @ N. W. Corner of site, 10th street entrance.
3. Rework base, as required, and install new asphalt @ N.W. corner of site, 10th street entrance.
4. Install new concrete approach at N.W. corner of site to 10th street.
5. Install sidewalks as per plans.
6. Install ADA ramps as per plans.

Fence & Gates:

1. Change decorative fence from 6' height to 8' height.
2. Change PG-4 from 3' to 5' width.
    a. As per City of Edinburg Fire Marshal.
    b. Swing outward to the East.
3. Change PG-5 to a 10' wide slide gate.
    a. As per City of Edinburg Fire Marshal.
4. Add new PG-6, adjacent to PG-4.
    a. As per City of Edinburg Fire Marshal.
5. Add new PG-7, exiting from the judge's parking lot.
    a. As per City of Edinburg Fire Marshal.
6. Change Gate 2 to a single slide gate from a double swing gate.
    a. As per City of Edinburg Fire Marshal.
7. Change gate swings as per City of Edinburg Fire Marshal.
    a. Gate 3.
    b. PG-1
    c. PG-2
8. Add (2) 12' X 8' swing gates to dumpster pad.
        i. Posts and hardware.
        ii. Privacy screen.

Canopy:

1. Delete/Omit east column pair and deck.
2. Add galvanized gutters and downspouts with plastic splash blocks.
    a. 5' long gutter.
    b. Located at the corners of the canopy.
3. Change canopy roof to a simulated metal coated clay tile, in lieu of the metal R-panel.
4. Add (50) 4' X 6' steel braces to canopy columns.

Electrical:

1. Relocate (2) decorative wall mount fixtures.
2. Install additional electrical supply lines.
    a. 2 courtroom building (sub panel A-2)
    b. Sub-feed from MDP #2 to Sub A-2 & B-2.
3. Relocate electrical lines for gate motor equipment at 10th street entrance.
4. Add electrical lines for added gates, as per City of Edinburg Fire Marshal.

a. PG-5
b. PG-6
c. PG-7

5. Relocate (1) wall pack at district clerk building.
   a. Due to 8 X 8 cedar post.
6. Relocate light pole from guard shack to property line on 10th street, next to gate 4.

Excludes:

1. **Applicable Taxes**
2. **After Hour work.**

Proposal Amount:	**$559,500.91**

Credits from Base Proposal:

1. **Electrical Poles**	**$12,272.80**
2. **Fence**	**$70,260.00**
3. **Roof Panels**	**$17,388.00**
4. **Electrical Panels/Breakers**	**$2,934.79**
5. **HVAC Lines**	**$208.92**
Total Credit:	**$103,064.51**
Coefficient (.92):	**($8,245.17)**
Total Credits:	**$94,819.34**

CAS Companies requires a signed proposal in order to schedule the work. Thank you for this bid opportunity.

By (print) _____

Title: _____

Purchase Order: _____

Date: _____

Acceptance Signature: _____

To schedule the work, please sign and fax back to our office: Fax: (956) 216-8069

By signing above, customer authorizes performance of the agreed to work and shall pay for the services and/or other services authorized and agreed to by customer. All charges shall be paid immediately upon completion of the performed services. Customer expressly agrees to pay all costs for collection of payment, if necessary, including attorney's fees and court costs. Interest on an open balance is billed at the higher of 2% per month or the maximum lawful rate.

CAS Factor Calculation Sheet | Date Submitted: | 3/22/2013

Hidalgo County
Customer Name

Modular - Exterior Changes
Project Name | CAS #: | 2012-234-00

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			608,153.16
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
Cost Adjusted by CAS			608,153.16
Coefficient	0.92	X	
Cost Adjusted for Coefficient			559,500.91
Zone Factor			
> 150 miles	1.00	X	
Cost Adjusted for Zone			559,500.91
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
Cost Adjusted for DO Size			559,500.91
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
Cost Adjusted for Time of Performance			559,500.91
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
Cost Adjusted for Volume			559,500.91
Davis - Bacon (If Applicable)			
Cost Adjusted for Davis-Bacon			559,500.91
General Liability	0		
Permits $	0.00		
Bond	-		
Cost Adjusted for Permits and Insurance			559,500.91
Allowance	-		
Cost Credit Adjustment			559,500.91
Quantitative Adjustment from PO #682714			(94,819.34)
TOTAL ADJUSTED COST			464,681.57

Jason G
CAS Signature

3-22-13
Date

Hidalgo County

Edinburg, TX
Date: 21-Mar-13

Modular Buildings CO 1 Exterior REV 1
Year 2013 Quarter 1
Unit Detail Report

Prepared By:
Bill Bowlin
CAS Companies

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200200	Field personnel, project manager, average	8.00	Week	$3,350.00	$26,800.00
013113200260	Field personnel, superintendent, average	8.00	Week	$3,100.00	$24,800.00
015433200075	Rent auger, truck-mounted, for caissons, water wells, Incl. Hourly Oper. Cost.	1.00	Day	$2,394.93	$2,394.93
Division 01 General Requirements Subtotal					**$53,994.93**
Division 02 Existing Conditions					
024119250015	Selective demolition, saw cutting, asphalt, up to 3" deep	725.00	L.F.	$1.54	$1,116.50
Division 02 Existing Conditions Subtotal					**$1,116.50**
Division 03 Concrete					
031113653050	C.I.P. concrete forms, slab on grade, edge, wood, 7" to 12" high, 4 use, includes erecting, bracing, stripping and cleaning	100.00	SFCA	$2.66	$266.00
032110600200	Reinforcing Steel, in place, columns, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	0.60	Ton	$1,739.53	$1,043.72
032110600320	Reinforcing Steel, in place, columns, spirals, 15" to 24" diameter, A615, grade 60, incl labor for accessories, excl material for accessories	0.60	Ton	$1,956.65	$1,173.99
032110600602	Reinforcing Steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	1,000.00	Lb.	$0.76	$760.00
033105350150	Structural concrete, ready mix, normal weight, 3000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments	12.00	C.Y.	$129.90	$1,558.80
033105350300	Structural concrete, ready mix, normal weight, 4000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments	15.00	C.Y.	$135.97	$2,039.55
033105704600	Structural concrete, placing, slab on grade, direct chute, over 6" thick, includes leveling (strike off) & consolidation, excludes material	15.00	C.Y.	$8.03	$120.45

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
033529300150	Concrete finishing, floors, basic finishing for unspecified flatwork, bull float, manual float & broom finish, includes edging and joints, excludes placing, striking off & consolidating	700.00	S.F.	$0.36	$252.00
Division 03 Concrete Subtotal					**$7,214.51**
Division 05 Metals					
050521100100	Cutting, steel, to 1/2" thick, by hand, incl prep, torch cutting & grinding, excl staging	10.00	L.F.	$2.25	$22.50
055213500940	Railing, pipe, steel, wall rail, primed, 1-1/2" dia, shop fabricated	400.00	L.F.	$25.11	$10,044.00
Division 05 Metals Subtotal					$10,066.50
Division 06 Wood, Plastics, and Composites					
060523607080	4' X 6', steel, decorative, bracket, primed and painted.	50.00	Ea.	$460.69	$23,034.50
Division 06 Wood, Plastics, and Composites Subtotal					**$23,034.50**
Division 07 Thermal and Moisture Protection					
074113200700	Steel tile roofing panels, 26 guage, granual coating.	3,200.00	S.F.	$11.48	$36,736.00
Division 07 Thermal and Moisture Protection Subtotal					**$36,736.00**
Division 08 Openings					
083456101021	Security gate, swing gate operator, w/ photo eye, safety loops, & SOS. (Gate 1)	2.00	Ea.	$5,129.92	$10,259.84
083456101021	Security gate, swing gate operator, w/ photo eye, safety loops, and SOS. (Gate 3)	1.00	Ea.	$5,611.17	$5,611.17
083456101022	Security gate, slide gate operator, w/ photo eye, safety loops, & SOS. (Gate 4)	1.00	Ea.	$7,636.60	$7,636.60
083456101023	Security gate, slide gate operator, w/ photo eye, safety loops, & exit loops. (Gate 2)	1.00	Ea.	$7,152.97	$7,152.97
Division 08 Openings Subtotal					**$30,660.58**
Division 22 Plumbing					
221113473250	Elbow, 45 Deg., steel, carbon steel, black, long radius, butt weld, standard weight, 1-1/2" pipe size, includes 1 weld per joint and weld machine	7.00	Ea.	$57.23	$400.61
221113473501	Cap, steel, carbon steel, black, butt weld, standard weight, 1-1/2" pipe size, includes 1 weld per joint and weld machine	12.00	Ea.	$41.02	$492.24
221113473560	Elbow, 90 Deg., steel, carbon steel, black, long, butt weld, extra strong, 1-1/2" pipe size, includes 1 weld per joint and weld machine	11.00	Ea.	$77.55	$853.05
Division 22 Plumbing Subtotal					**$1,745.90**
Division 26 Electrical					
260519900960	Wire, copper, solid, 600 volt, #10, type THWN-THHN, in raceway	250.00	C.L.F.	$41.66	$10,415.00
260519901700	Wire, copper, stranded, 600 volt, 3/0, type THWN-THHN, in raceway	18.00	C.L.F.	$490.16	$8,822.88

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
260533131770	Rigid galvanized steel conduit, 3/4" diameter, to 15' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	150.00	L.F.	$5.47	$820.50
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	300.00	L.F.	$2.66	$798.00
265613102860	Decorative, Aluminum, 12' high light pole.	5.00	Ea.	$1,832.37	$9,161.85
265633107910	Walkway luminaire, exterior, round 19", metal halide, 250W	5.00	Ea.	$2,436.41	$12,182.05
Division 26 Electrical Subtotal					**$42,200.28**
Division 31 Earthwork					
310660140900	Piling special costs, pre-augering, average soil, up to 30' deep, 24" diameter	50.00	L.F.	$27.95	$1,397.50
312213200200	Rough grading sites, open, 10000-20000 S.F., grader	1.00	Ea.	$889.55	$889.55
312216100012	Fine grading, finish grading, small area, to be paved with grader	1,800.00	S.Y.	$4.01	$7,218.00
312316142850	Excavating, chain trencher, utility trench, common earth, 40 H.P., 12" wide, 36" deep, operator riding, includes backfill	1,375.00	L.F.	$1.13	$1,553.75
312323200026	Cycle hauling(wait, load,travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 10 min wait/load/unload, 8 C.Y. truck, cycle 0.5 mile, 20 MPH, excludes loading equipment	100.00	L.C.Y.	$2.43	$243.00
312323237500	Compaction, 2 passes, 24" wide, 6" lifts, walk behind, vibrating roller	1,000.00	E.C.Y.	$2.02	$2,020.00
316326134600	Fixed end caisson piles, for mobilization, 50 mile radius, rig to 36"	2.00	Ea.	$2,827.13	$5,654.26
Division 31 Earthwork Subtotal					**$18,976.06**
Division 32 Exterior Improvements					
320117200400	Flexible pavement patches, roadway, digout	16.00	Ea.	$197.44	$3,159.04
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3000 psi, 4" thick, excludes base	9,500.00	S.F.	$4.58	$43,510.00
321123230101	Base course drainage layers, aggregate base course for roadways and large paved areas, stone base, compacted, 3/4" stone base, to 6" deep	25,500.00	S.F.	$0.91	$23,205.00
321216130340	Plant-mix asphalt paving, for highways and large paved areas, wearing course, 1-1/2" thick, no hauling included	1,800.00	S.Y.	$8.31	$14,958.00
321613130404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	50.00	L.F.	$11.59	$579.50

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
323119105901	Decorative Metal Fence, 8' high.	1,500.00	L.F.	$150.03	$225,045.00
323119106401	Decartive Metal Walk Gate, 3' X 8', w/ hardware and posts.	4.00	Ea.	$1,157.82	$4,631.28
323119106402	Decorative Metal Walk Gate, 5'-0" X 8'-0", w/ hardware and posts.	2.00	Ea.	$1,394.64	$2,789.28
323119106600	Decorative Metal Slide Gate, 10' X 8' (PG-5)	1.00	Ea.	$5,521.54	$5,521.54
323119106601	Decorative Metal Gate, headers & closers.	6.00	Ea.	$912.05	$5,472.30
323119106700	Decorative Metal Gate, Double Drive, 24'X8'. w/ hardware and posts. (Gate 1)	1.00	Ea.	$7,123.32	$7,123.32
323119106700	Decorative Metal Gate, Double Drive, 24'X8', w/ hardware, posts, and privacy screen (dumpster pad gates)	1.00	Ea.	$12,598.10	$12,598.10
323119106800	Decorative Metal Gate, Swing, 16'X8', w/ hardware and posts. (Gate3)	1.00	Ea.	$5,036.05	$5,036.05
323119106900	Decorative Metal Gate, Cantilever, 24'X8', w/ hardware and posts. (Gate 4)	1.00	Ea.	$11,634.62	$11,634.62
323119107000	Decorative Metal Gate, Slide, 32'X8', w/ hardware and posts. (Gate2)	1.00	Ea.	$12,979.11	$12,979.11
Division 32 Exterior Improvements Subtotal					**$378,242.14**
Division 33 Utilities					
337119151020	Electrical Underground Ducts and Manholes, PVC, conduit with coupling, 3/4" diameter, schedule 40, installed by direct burial in slab or duct bank	1,375.00	L.F.	$1.42	$1,952.50
337119151030	Electrical Underground Ducts and Manholes, PVC, conduit with coupling, 1" diameter, schedule 40, installed by direct burial in slab or duct bank	930.00	L.F.	$1.81	$1,683.30
337119154120	Electrical Underground Ducts and Manholes, elbows, PVC, schedule 80, 3/4" diameter, installed by direct burial in slab or duct bank	12.00	Ea.	$12.83	$153.96
337119154130	Electrical Underground Ducts and Manholes, elbows, PVC, schedule 80, 1" diameter, installed by direct burial in slab or duct bank	25.00	Ea.	$15.02	$375.50
Division 33 Utilities Subtotal					**$4,165.26**

March 22, 2013

CAS Companies

Oscar Garza
Program Coordinator
Hidalgo Co.
Edinburg, TX 78539

Via E-mail: oscar.garza@co.hidalgo.tx.us

RE: Hidalgo Co. Modular
Interior Modifications
CAS Project #2012-234-00

Dear Mr. Garza,

CAS Companies is pleased to provide you with this proposal for interior modifications at the Hidalgo County Modular building project.

CAS Companies is an approved vendor through **TIPS/TAPS, #10012413,** whom Hidalgo County would contract with to perform the work described in the deliver work order scope below.

This bid and the detailed services are being offered through TIPS/TAPS. By utilizing the TIPS/TAPS, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

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Sincerely,

Jason Cuevas
CAS Companies, LP
Project Manager/Estimator

1306 FM 1092, Ste. 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

3765 S. Alameda, Ste. 315
Corpus Christi, TX 78411
Phone: 361.334.0688

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

CAS Companies, LP

5402 S. Expressway 83
Harlingen, Texas

Scope of Work:

Chair Rail:

1. Installation of 6" chair rail at court rooms.
2. Stain and seal to match existing millwork.

Pony Walls:

3. Demolition of existing pony walls.
4. Installation of new pony walls, as per plans.
    a. Millwork included.
5. Installation of millwork at columns.
6. Staining and sealing of all millwork.

Int. Wall Demo:

7. Demolition and removal of (2) walls located at 2 court building.
8. Remove carpet at foyer areas.
9. Install new carpet, to match existing, at foyer areas.

Interior Door Add:

10. Demolition of sheetrock and studs at (5) locations where doors are to be installed, as provided by the County.
11. Install framing for (5) doors.
12. Re-install sheetrock at areas.
13. Tape, mud, texture, and paint areas where doors will be installed.
14. Install (5) doors/frames/hardware to match existing.

Window Add:

15. Install hollow metal frame window.
    a. One way glass.
    b. Painted frame.

Jury Platforms:

16. Addition of (3) jury platforms.
    a. 2" X 6" frame.
    b. ¾" plywood floor.
    c. Carpet to match existing.
17. Addition of (5) platforms at judges bench.
    a. 2" X 6" frame.
    b. ¾" plywood floor.
    c. Carpet to match existing.

Excludes:

1. Applicable Taxes
2. After Hour work.

Proposal Amount: $43,290.17

CAS Companies requires a signed proposal in order to schedule the work. Thank you for this bid opportunity.

By (print) _____

Title: _____

Purchase Order: _____

Date: _____

Acceptance Signature: _____

To schedule the work, please sign and fax back to our office: Fax: (956) 216-8069

By signing above, customer authorizes performance of the agreed to work and shall pay for the services and/or other services authorized and agreed to by customer. All charges shall be paid immediately upon completion of the performed services. Customer expressly agrees to pay all costs for collection of payment, if necessary, including attorney's fees and court costs. Interest on an open balance is billed at the higher of 2% per month or the maximum lawful rate.

CAS Factor Calculation Sheet | Date Submitted: | 3/22/2013

Hidalgo County
Customer Name

Modular - Interior Renovations
Project Name | CAS #: | 2012-234-00

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			47,054.53
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
	Cost Adjusted by CAS		47,054.53
Coefficient	0.92	X	
	Cost Adjusted for Coefficient		43,290.17
Zone Factor			
> 150 miles	1.00	X	
	Cost Adjusted for Zone		43,290.17
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
	Cost Adjusted for DO Size		43,290.17
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
	Cost Adjusted for Time of Performance		43,290.17
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
	Cost Adjusted for Volume		43,290.17
Davis - Bacon (If Applicable)			
	Cost Adjusted for Davis-Bacon		43,290.17
General Liability	0		
Permits $	0.00		
Bond	-		
	Cost Adjusted for Permits and Insurance		43,290.17
Allowance	-		
	Cost Adjusted Allowance		43,290.17
Bond	0.000	X	-
	TOTAL ADJUSTED COST		43,290.17

CAS Signature

3-22-13
Date

Hidalgo County
100 N Closner
Edinburg, TX
Date: 21-Mar-13

Modular Int Renov Rev 1
Year 2013 Quarter 1
Unit Detail Report

Prepared By:
Bill Bowlin
CAS Companies

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200200	Field personnel, project manager, average	2.50	Week	$3,350.00	$8,375.00
013113200260	Field personnel, superintendent, average	2.00	Week	$3,100.00	$6,200.00
Division 01 General Requirements Subtotal					**$14,575.00**
Division 06 Wood, Plastics, and Composites					
061110204100	Light Framing, platform framing, 2" x 6"	1.00	M.B.F.	$1,169.55	$1,169.55
061110400100	Wall framing, door buck, king studs, jack studs, header and accessories, 2" x 4" wall, 3' wide, 8' high	10.00	Ea.	$24.24	$242.40
061110402000	Wall framing, headers over openings, 2" x 6"	15.00	L.F.	$1.73	$25.95
061110405025	Wall framing, plates, untreated, 2" x 4", pneumatic nailed	144.00	L.F.	$0.83	$119.52
061110405625	Wall framing, studs, 2" x 4", 3' high wall, pneumatic nailed	72.00	L.F.	$0.93	$66.96
061623100205	Subfloors, plywood, CDX, 3/4" thick, pneumatic nailed	416.00	SF Flr.	$1.17	$486.72
062213450900	Moldings, trim, chair rail, stock pine, 3-1/2" x 5/8" thick	1,851.80	L.F.	$4.39	$8,129.40
062213450900	Moldings, trim, chair rail, stock pine, 3-1/2" x 5/8" thick	900.00	L.F.	$4.39	$3,951.00
062516101060	Plywood paneling, unfinished, oak, 1/4" thick	500.00	S.F.	$2.48	$1,240.00
062516101060	Plywood paneling, for 5/8" thick paneling, add	1.00		$0.88	$439.20
062516101060	Plywood paneling, unfinished, oak, 1/4" thick	80.00	S.F.	$2.48	$198.40
062516101060	Plywood paneling, for 1/2" thick paneling, add	1.00		$0.68	$54.78
062516101060	Plywood paneling, unfinished, oak, 1/4" thick	60.00	S.F.	$2.48	$148.80
062516101060	Plywood paneling, for 1/2" thick paneling, add	1.00		$0.68	$41.08
062516101060	Plywood paneling, unfinished, oak, 1/4" thick	36.00	S.F.	$2.48	$89.28
062516101060	Plywood paneling, for 1/2" thick paneling, add	1.00		$0.68	$24.65
Division 06 Wood, Plastics, and Composites Subtotal					**$16,427.69**
Division 08 Openings					
081213130025	Frames, steel, knock down, hollow metal, single, 16 ga., up to 5-3/4" deep, 6'-8" h x 3'-0" w	5.00	Ea.	$204.56	$1,022.80
081416092240	Doors, wood, architectural, flush, interior, 5 ply particle core, oak face, 1-3/8", 3'-0" x 6'-8"	5.00	Ea.	$189.52	$947.60

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
081416092480	Doors, wood, architectural, flush, interior, 5 ply particle core, for solid wood core, add	5.00	Ea.	$49.28	$246.40
081416092740	Doors, wood, architectural, flush, interior, 5 ply particle core, for prefinishing, stain, add	5.00	Ea.	$65.52	$327.60
085113201000	Windows, aluminum, commercial grade, stock units, casement, 3'-1" x 3'-2" opening, incl. frame and glazing	1.00	Ea.	$486.58	$486.58
087120400500	Door hardware, lockset, standard duty, cylindrical, with sectional trim, lever handled, keyed, single cylinder function	5.00	Ea.	$185.44	$927.20
087120900040	Door hardware, hinges, full mortise, average frequency, steel base, US26D, 4-1/2" x 4-1/2"	6.00	Pr.	$66.28	$397.68
087120914600	Door hardware, special hinges, spring hinge, single acting, steel, 6" flange	5.00	Ea.	$64.14	$320.70
088313150500	Reflective glass, with reflective applied coating, 1/4" float	10.00	S.F.	$18.67	$186.70
Division 08 Openings Subtotal					**$4,863.26**
Division 09 Finishes					
090505200400	Flooring demolition, carpet, bonded, includes surface scraping	640.00	S.F.	$0.18	$115.20
092910300350	Gypsum wallboard, on walls, standard, taped & finished (level 4 finish), 1/2" thick	200.00	S.F.	$0.67	$134.00
092910305270	Gypsum wallboard, for textured spray, add	200.00	S.F.	$0.23	$46.00
096816103730	Carpet, comm. grade, direct cement, Olefin, 42 oz., heavy traffic	71.00	S.Y.	$39.88	$2,831.48
096816103730	Carpet, comm. grade, direct cement, Olefin, 42 oz., heavy traffic	160.00	S.Y.	$39.88	$6,380.80
099123203000	Paints & coatings, cabinets & casework, stain, brushwork, wipe off	470.00	S.F.	$0.31	$145.70
099123203000	Paints & coatings, cabinets & casework, stain, brushwork, wipe off	900.00	S.F.	$0.31	$279.00
099123204500	Paints & coatings, cabinets & casework, varnish, 3 coats, brushwork, sand after first coat	475.00	S.F.	$0.78	$370.50
099123204500	Paints & coatings, cabinets & casework, varnish, 3 coats, brushwork, sand after first coat	900.00	S.F.	$0.78	$702.00
099123337580	Paints & Coatings, interior, alkyd (oil base), windows, w/frame & trim, per side, standard, 6/6 lites, oil, primer, brushwork, 3' x 5'	2.00	Ea.	$12.51	$25.02
099123337600	Paints & Coatings, interior, alkyd (oil base), windows, w/frame & trim, per side, standard, 6/6 lites, oil, paint 1 coat, brushwork, 3' x 5'	2.00	Ea.	$13.44	$26.88
099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	200.00	S.F.	$0.66	$132.00
Division 09 Finishes Subtotal					**$11,188.58**

AI-37853 **Purchasing Department** **22. H. 1.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and Approval to Award the Best Valued Proposal received from Herrera and Hunt awarded Job Order Contractor (through the County's participation with Harris County Department of Education/ CHOICE) in the amount not to exceed $114,381.59 for the Constable Pct.1 Building (Project#2013-032-01-16) Concrete Work & Water Line Improvements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-421-00-220-042-0-739

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

BUDGETARY IMPACT:

Full funding will be in place once Interdepartmental transfer AI-37894 is complete.

Attachments

Herrera and Hunt BAFO Letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 04:01 PM
Budget & Management	Obdett Calzada	03/22/2013 04:03 PM
Glinda Pacheco	Glinda Pacheco	03/22/2013 04:14 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Moises Salazar Started On: 03/22/2013

Final Approval Date: 03/22/2013

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516
JOB ORDER CONTRACTING SPECIALISTS

March 21, 2013

Mr. Moises Salazar, Buyer III
Hidalgo County Purchasing Dept.
2802 S. Bus. Hwy. 281
Edinburg, TX 78539

Mr. Salazar:

In response to your email of March 20, 2013 requesting a "Best and Final Offer" on the Improvements to Weslaco Constable Building, we have reviewed our paperwork and have come to a final decision.

On Monday, March 20, 2013 at the negotiations in your office, a final figure ($114,381.59) was agreed upon by both parties. This figure leaves us at a very nominal profit margin that we feel is very much in favor of Hidalgo County. The cost figures used in tabulating the quote are from January 2013 so we are already at a loss with construction costs at this point in time. Also, keep in mind that the permit fees, if any, and the bond cost were left off the price in the tabulation. We will also have to absorb these costs.

Our "Best and Final Offer" is $114,381.59 as it is more than a fair price.

Please inform us of your final decision and we look forward to working with you.

Thank You,

Gilbert Herrera
President

AI-37303 **Purchasing Department 22. I. 1.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Sheriff Trevino **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting Exemption from Competitive Bidding Requirements under the Texas Local Government Code 262.024(a)(4), a professional service;

b. Authority to enter into negotiate a professional Veterinary Services contract with Four Paws

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Available balance as of 3-22-13 $79,885.00

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/15/2013 10:09 AM
Budget & Management	Obdett Calzada	03/15/2013 01:06 PM
Manuel Chapa	Manuel Chapa	03/22/2013 03:34 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Darlene Betancourt Started On: 02/26/2013 09:37 AM

Final Approval Date: 03/22/2013

AI-36985 **Purchasing Department 22. I. 2.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted For: Sheriff Trevino **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competititve bidding requiremnts under the Texas Local Government Code, Section 262.024(A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluatoed through the County's approved "pool" of professional engineering services in connection with the Law Enforcement Center & Adult Detention Facility Roof Repairs;

Evaluators	ERO Architects	SAMES Engineering	Chanin Engineering ,LLC
Evaluator 1	93	82	98
Evaluator 2	88	89	96
Evaluator 3	93	81	98
Average	91	84	97
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for: the provision of professional engineering services in connection with the Law Enforcement Center & Adult Detention Facility Roof Repairs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Sheriff Department will identify funding

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/11/2013 12:41 PM
Budget & Management	Obdett Calzada	03/11/2013 01:09 PM
Manuel Chapa	Manuel Chapa	03/15/2013 01:19 PM
Purchasing Department	Marty Salazar	03/22/2013 03:30 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM
Form Started By: Nielda Cavazos		Started On: 02/11/2013 04:27 PM

Final Approval Date: 03/22/2013

HIDALGO COUNTY

FOR

Engineering Services

Adult Detention Roof Repairs

FOR

Scoring & Evaluation GRID

Engineering Services

Total Scores	ERO Architects	SAMES Engineering	Chanin Engineering, LLC
Evaluator 1	93	82	98
Evaluator 2	88	89	96
Evaluator 3	93	81	98
Average	91	84	97
Rank			

*Scoring & Evaluation was completed by Sheriff Office *

AI-37762 **Closed Session 23. C.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hector G. Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 12:39 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Aida Alvarez Started On: 03/19/2013 12:28 PM

Final Approval Date: 03/22/2013

AI-37804 **Closed Session 23. D.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Alfredo Villanueva

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 12:51 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Aida Alvarez Started On: 03/20/2013 12:34 PM

Final Approval Date: 03/22/2013

AI-37764 **Closed Session 23. E.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Juan J. Prado & Erasmo S. Luna

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 12:40 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Aida Alvarez Started On: 03/19/2013 12:35 PM

Final Approval Date: 03/22/2013

AI-37857 **Closed Session 23. F.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Feliciano Ramos

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 09:42 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/22/2013

Final Approval Date: 03/22/2013

AI-37888 **Closed Session 23. G.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation - Electric Service Provider (Reliant) Sales Agreement

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 01:52 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/22/2013

Final Approval Date: 03/22/2013

AI-37899 **Closed Session 23. H.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil No. 7:08-CV-217; USA v. 5.77 acres of land, more or less, situated in Hidalgo County, State of Texas, and Daniel E. Arnold, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/22/2013

Final Approval Date: 03/22/2013

AI-37763 **Open Session 24. C.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hector G. Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 12:39 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Aida Alvarez Started On: 03/19/2013 12:34 PM

Final Approval Date: 03/22/2013

AI-37805 **Open Session 24. D.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Alfredo Villanueva

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 12:51 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Aida Alvarez Started On: 03/20/2013 12:35 PM

Final Approval Date: 03/22/2013

AI-37765 **Open Session 24. E.**

CC REGULAR

Meeting Date: 03/26/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Juan J. Prado & Erasmo S. Luna

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 12:40 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Aida Alvarez Started On: 03/19/2013 12:38 PM

Final Approval Date: 03/22/2013

AI-37863 **Open Session 24. F.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Feliciano Ramos

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 09:42 AM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/22/2013

Final Approval Date: 03/22/2013

AI-37889 **Open Session 24. G.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation - Electric Service Provider (Reliant) Sales Agreement

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 01:52 PM
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/22/2013

Final Approval Date: 03/22/2013

AI-37900 **Open Session 24. H.**

CC REGULAR

Meeting Date: 03/26/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil No. 7:08-CV-217; USA v. 5.77 acres of land, more or less, situated in Hidalgo County, State of Texas, and Daniel E. Arnold, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Monica Badillo Started On: 03/22/2013

Final Approval Date: 03/22/2013