

AI-2460
UPL Contract
CC REGULAR

6.B.

Date: 02/13/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Eddie Olivarez
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Update on UPL Program and possible action on revisions and/or additions to the Contract with Hidalgo County Clinical Services, Inc.

BACKGROUND

Eddie Olivarez will make presentation.
No Back up provided on this item.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 10:34 AM	APRV
2	Purchasing Department	Marty Salazar	02/09/2007 04:37 PM	APRV
3	Auditor's Office			NEW
4	Agenda Coordinator			

Form Started By: Monica Badillo

Started On: 02/08/2007 05:08 PM

Final Approval Date:

AI-2471

6.C.

Appt. of Div. Director - Human Services
CC REGULAR

Date: 02/13/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Discussion, consideration and action on appointment of Division Director to oversee Human Services Division

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	Started On: 02/09/2007 03:46 PM	
			Final Approval Date: 02/09/2007	

AI-2437
Elections
CC REGULAR

8.A.

Date: 02/13/2007
Submitted By: Teresa Navarro, ELECTIONS DEPT.
Department: ELECTIONS DEPT.

Agenda Item

CAPTION

1. Discussion, consideration and action of Elections Services Agreement (leasing of voting system) between the County of Hidalgo and Edinburg Independent School District for the March 12, 2007 Board of Trustee Election
2. Report and Presentation of Parallel Monitoring and Testing from the November 7, 2006 General Election. Hidalgo County was selected by the Secretary of State to participate in Parallel Monitoring (not open to the public). Parallel monitoring is only one of many other tests and security measures that were performed to ensure the integrity of a voting system.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Edinburg ISD](#)

Link: [Elections Parallel Monitoring Report](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/08/2007 08:36 AM	APRV
2	Dale Kennan	Dale Kennan	02/08/2007 10:41 AM	APRV
3	Purchasing Department	Marty Salazar	02/08/2007 01:54 PM	APRV
4	Auditor's Office	Linda Fong	02/09/2007 03:02 PM	APRV
5	Agenda Coordinator	Monica Badillo	02/09/2007 03:03 PM	APRV

Form Started By: Teresa Navarro

Started On: 02/07/2007 04:18 PM

Final Approval Date: 02/09/2007

- (B) **Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by _____;**
- (C) **Provide information for election officers;**
- (D) **Provide general overall supervision of the election and advisory services; and**
- (E) **Provide such incidental related services as may be necessary to effect the election.**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by _____, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of _____ election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, _____ agrees to pay ADMINISTRATOR the amount of \$100.00 leasing fee for each iVotronic and \$100.00 leasing fee for each ADA iVotronic, AND a \$50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by _____ within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

**Teresa R. Navarro
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540**

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the _____ and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties

respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this ____ day of _____, 2007

ELECTIONS ADMINISTRATOR

BY: _____
TERESA R. NAVARRO

NAME OF LEASING ENTITY

BY: _____

PRINT: _____

TITLE: _____

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
INTRODUCTION	3
Parallel Testing During An Election	3
Sources for Parallel Testing Methodology	3
Texas Parallel Monitoring Project Objectives	4
PARALLEL MONITORING METHODOLOGY	5
Administrative Methodology	5
Selection of Counties	5
Selection of Precincts	5
Selection of Equipment	6
Securing Equipment	6
Site Visits	6
Scripting	6
Selection of Test Personnel	7
Training	8
Technical Methodology	12
Videotaping	12
Execution of the Test	14
PARALLEL MONITORING EVALUATION	16
General Evaluation	16
Team Configuration	16
Data Entry Methodology	16
Sources of Error	16
Videography	16
Discrepancy Control	17
Facilities and Security	17
El Paso/Diebold	18
Administrative Evaluation	18
Data Entry and Verification Evaluation	20
Reconciliation of Discrepancies	20
Harris/Hart	21
Administrative Evaluation	21
Data Entry and Verification Evaluation	22
Reconciliation of Discrepancies	23

TABLE OF CONTENTS CONT'D

Hidalgo/ES&S	24
Administrative Evaluation	24
Data Entry and Verification Evaluation	25
Reconciliation of Discrepancies	25
PARALLEL MONITORING METHODOLOGY RECOMMENDATIONS	26
Introduction	26
Appropriate Sample Size	26
Appropriate Number of Counties	26
Appropriate Number of Precincts	26
Appropriate Number of Devices	26
Appropriate Number of Ballots	27
Creating Ballot Scripts	27
Format of Methodology	29
Project Management Focus	29
Clear Definition of Roles and Training	29
Specific Tasks and Timelines	29
Roles and Training	30
Project Manager	30
Shift Leader	30
Data Entry Personnel	31
Videographer	31
County Observers	31
Media and the General Public	31
Personnel Costs	32
Structure and Management of Test Teams	33
Security Clearance	32
Staffing the Teams	32
Securing Voting Equipment	34
Site Visits	34
Options for Securing DREs	34
Videography	35
Early Voting	37

TABLE OF CONTENTS CONT'D

Public Observation	38
Facilities	36
Public Monitors	36
Security	36
Testing at Voting Locations	36
Posting of Results	36
APPENDICES A-G	39
Appendix A : Precinct Voting Data, El Paso County 2002 General Election	39
Appendix B : Voting Scripts	56
Appendix C : Activity Checklists	59
Appendix D : Videotape Logs	73
Appendix E : Discrepancy Logs	76
Appendix F : Discrepancy Reports	78
Appendix G : Scripts Referenced In The Report	84
Appendix H : El Paso County Voting Scripts	114
Appendix I : Harris County Voting Scripts	115
Appendix J : Hidalgo County Voting Scripts	116
GLOSSARY OF TERMS	117
ENDNOTES	121

EXECUTIVE SUMMARY

A parallel monitoring pilot was conducted in Texas during the November 7, 2006 election. The pilot consisted of randomly selecting direct recording electronic (DRE) equipment from a randomly chosen precinct in three Texas counties and voting test ballots on them as realistically as possible during election day.

Parallel monitoring is an auditing tool used to determine the accuracy of the DREs to record, tabulate and report votes. It is believed that if malicious code has been entered into a DRE voting system, it would be detected during parallel monitoring.

Currently there are no requirements for parallel monitoring in Texas. The three chosen counties, El Paso, Harris and Hidalgo were selected from a list of counties that volunteered to participate in the program. The selected counties provided samples of three varied DRE voting systems used in Texas, those being Diebold's AccuVote TSx, ES&S' iVotronic and Hart's eSlate.

The results of the parallel monitoring conducted for this pilot showed that the DREs performed with 100% accuracy. Only one parallel monitoring site showed an initial data entry error rate less than 0.035%. However, after the discrepancy review all votes were accounted for with 100% accuracy.

Although the monitoring results were positive, lessons were learned to improve the methodology used. The methodology used needs to provide detailed, step-by-step instructions, checklists and other tools. More human resources are necessary to avoid fatigue and to monitor more DREs. Also, the security method used to isolate and secure the devices prior to and after testing should be specified and followed more rigorously.

Some key recommendations include the following:

- Increasing the number of test team members and the number of testing teams
- Increasing the number of DREs to be monitored
- Conducting the test in at least the largest 25 counties for every major election.
- Stimulating the voluntary use of parallel monitoring by engineering the methodology so counties can sponsor such testing without conflict of interest and without large investment.
- Providing ample guidance and opportunities for public involvement both as observers and as participants in parallel monitoring.

INTRODUCTION

Parallel Testing During an Election

Parallel monitoring, also known as parallel testing, as used in this report is an election-day test performed on Direct-Recording Electronic (DRE) voting machines. The test involves selecting voting devices at random from precincts selected at random, and testing them as realistically as possible during election day.

Douglas Jones, professor of Computer Science at the University of Iowa, has written extensively about security of voting systems. He notes, “It is important to avoid the possibility of communicating to the system under test any information that could allow the most corrupt possible software to learn that it is being tested. Ideally, this requires that the particular machines to be tested be selected at the last possible moment and then opened for voting at the normal time for opening the polls and closed at the normal time for closing the polls. In addition, mechanical vote entry should not be used, but real people should vote each test ballot, with at least two Observers noting either that the test script is followed exactly or noting the choices made. (A video record of the screen might be helpful.)”¹

Such testing is different from Logic and Accuracy (L&A) testing that is conducted on the devices before the election. L&A tests can be performed automatically by software already in the DREs. Some counties conduct manual L&A tests as well, but corrupt software may be designed to function only on election days. Therefore such software would not be active during either automated or manual L&A testing before the election, and would not be detected by any L&A tests.

Parallel monitoring is only one of many other tests and security measures that are typically performed to ensure the integrity of a voting system. The important feature of the parallel monitoring is that it is conducted during the election.

Sources for Parallel Testing Methodology

The methodology for this pilot was modeled after California’s Parallel Monitoring Program² and information provided the Brennan Report.

Other key sources of information include the Electronic Voting Systems website of Douglas Jones at the University of Iowa³, the Caltech/MIT Voting Technology Project⁴, and interviews with personnel in the Travis County Election’s Division. Travis County has been conducting parallel monitoring for a number of years and a review of their method and experiences was helpful in creating a methodology.

Texas Parallel Monitoring Project Objectives

The objectives of the project were to

- Develop a prototype methodology for conducting parallel monitoring of Direct Recording Electronic (DRE) voting systems in Texas
- Evaluate methods for selecting counties, precincts, and equipment
- Evaluate scripting and testing options
- Determine where current best practice recommendations may need to be tailored for application in Texas
- Conduct a pilot test of the methodology to determine where to make improvements in staffing and training
- Evaluate the results of the test to identify costs to the counties and to the Secretary of State in implementing a parallel monitoring program
- Assess the accuracy and integrity of the voting systems that were tested



PARALLEL MONITORING METHODOLOGY

ADMINISTRATIVE METHODOLOGY

Selection of Counties

Currently there is no requirement for parallel monitoring in Texas. When the Texas Secretary of State (SOS) asked for counties to volunteer to participate in a parallel monitoring program, several large counties volunteered. The SOS chose three counties, which provided a representation of DRE voting systems from each vendor that has a system certified for use in Texas.

TABLE 1 . Counties chosen for Parallel Monitoring

County	Vendor and product
El Paso	Diebold <i>Accu-Vote TS R6</i>
Harris	Hart InterCivic <i>eSlate</i>
Hidalgo	Election Systems and Software (ES&S) <i>iVotronic</i>

Selection of Precincts

Precincts were selected by the following steps:

1. Precinct data from past two elections for each county was obtained from the Texas Legislative Council in an Excel spreadsheet.
2. Each county's precincts were sorted by registered voters and turnout in 2002, a similar mid-term election. Precincts without registered voters and turnout in that election were eliminated as candidates for testing.
3. One precinct from each county was then randomly selected from the remaining precincts using the random number function in Excel.
4. The selected counties' ballots were checked to ensure that the chosen precincts did not have split ballots. This further simplified data entry required by reducing the number of ballot styles that had to be tested.

TABLE 2. Precincts Selected for Parallel Monitoring

County	Precinct	Ballots Cast in 2002
El Paso	#0096	886
Harris	#0029	750
Hidalgo	#0039	1,123

Selection of Equipment

Two DREs from each precinct were selected for testing. This was to ensure that in case one device failed, the pilot would have a successful parallel monitoring test with at least one DRE from each of the chosen counties. The DREs were selected at random by the Team Lead from those sent to the selected precincts.

Note that two machines represent about 0.03% of the voting devices in Harris County, 0.3% of the devices in El Paso and in Hidalgo Counties. Such tiny samples cannot be said to represent the entire population of devices in any of the tested Counties.

Securing Equipment

The security procedures for the test DRE equipment was determined during the site visits. Both the pre-test and the post-test DRE security required locked storage facilities within the Election Warehouse. The pre-test DRE security procedures included verifying the serial numbers of the equipment and tamper-proof seals compared to the list of equipment issued to the precinct according to county inventory records. The post-test DRE security procedures also required application of tamper-proof seals or tags to the tested equipment.

Site Visits

Site visits were conducted Thursday and Friday, October 26 and 27 to allow team leads to become familiar with County personnel and review the testing environment. In Harris County the team lead also selected and secured the devices to be tested. The site visits focused on the following:

- Procedures for selecting the DREs and coordinating with the county's inventory procedures for their voting systems
- Facilities for securing the selected equipment
- Facilities for the test
- County protocols the test team would be expected to follow

Scripting

The test script form was designed to record details of the voting process for the test voter, to record minor errors and their corrections, to provide instructions for scripted navigation and scripted errors, and to validate selections before casting the ballot.

The test scripts attempted to mirror the actual voter experience, including such things as straight party voting, crossover votes, blank ballots, changing selections, and navigating back through the ballot. Each script allowed the Tester to select either English or Spanish as their choice of language. During the monitoring other options, as provided by the system, such as large font and/or high contrast were also used and notated on the scripts. The scripts also specified the candidates and measures the Data Entry person should select.



The average DRE in each of the selected Counties records between 50 and 100 ballots. The Brennan Report postulated that 2% to 3% of the votes for a single contest might need to be stolen to change the outcome of an election. Thus voting 50 test ballots on each machine gives the Test Team a somewhat better than 50% chance of detecting corrupt software in action if the postulate in the Brennan Report’s estimate is reasonable.⁵

Each team voted as many scripts as possible in the voting day, alternating between the two DREs at random intervals.

Selection of Test Personnel

Our Lady of the Lake University (OLLU) contributed 3 graduate students from its Masters of Science-Information Systems and Security program to perform the roles of observer and data entry operators. OLLU also contributed An OLLU professor provided his time and expertise to act as a security/auditing consultant during many aspects of the parallel monitoring effort.

Mel Mireles, CISA, CISM, CHS-III CEO, HBMG, Inc.		
Nick Osborn, HBMG, Inc. Project Lead	Art Garcia, PMP HBMG, Inc. Team lead	Terri Georgulas, PMP, HBMG, Inc. Team Lead
Liz Fisher, HBMG, Inc. Data Entry	Sam Brandon HBMG, Inc. Data Entry	Aaron Bryant, HBMG, Inc. Data Entry
Cliff Coats, HBMG, Inc. Contract Videographer	Aaron Sanders, HBMG, Inc. Videographer	Ben Columbus, HBMG, Inc. Videographer
Kevin Barton, OLLU, Observer	Ernesto Ballesteros, OLLU, Observer	Adam Arevalos, OLLU, Observer
W. Andrew Pennington, PMP, CHS-III, CISSP Director, Center for Cyber Security Policy Assistant Professor, Our Lady of the Lake University (OLLU)		

Training

General Training

General training required for all team members included the following:

- Monitoring Teams Introduction, a one-hour presentation covering the goals and purposes of parallel monitoring, specific goals of the project, introduction of the team leads and further resources the team members were to utilize in preparation for executing the tests
- Online Poll Worker Training, provided by the Texas Secretary of State⁶
- Election Day Training, A one-hour class that covered specific techniques used by the Test Teams, including
 - How the teams would prepare the test site Monday, November 6, 2006
 - Specific videography techniques and concerns
 - Call-and-response testing
 - Conduct on camera
 - Understanding and responding to County security and administrative protocols

Additional general information and other documentation provided to team members as needed included the following resources:

- Brennan Center Report⁷
- California Parallel Monitoring Report⁸
- Brennan Center Voting Technology Website⁹
- Federal Election Commission Help America Vote Act of 2002¹⁰

Team Lead Training

Team Lead training included two planning sessions (each two hours in length) in which the leads reviewed the methodology and forms to streamline the procedures. The first session focused on high-level objectives, and established goals for videotaping, security, logistics, schedule, and test methodology. The second planning session worked through the testing plan, documents, and test scripts to streamline the forms, finalize the processes for following the test scripts and finalize the activities checklist by which the tests were conducted.

Videographer Training

The videographers held a two-hour brainstorming and planning session to create a methodology that would fulfill the goals the team leads set out in their first planning session. The team leads wanted the videographers to achieve the following:

- Videotape all actions in which the equipment was selected, secured, set up for operation, closed down, and secured after the test.
- Capture a wide-angle view of the entire testing environment at all times to provide a continuous record of all DREs under the control of the testing teams.
- Capture clearly the screen of the DRE on which test votes were being cast, and ensure the audio of the interactions between the Data Entry person and the Observer were also recorded clearly.
- Maintain a log of all videotapes, including the time they began and the subject matter such as which scripts were included on the tapes.

The videographers presented their methodology to the team leads in a one-hour session in which they explained their approach and team leads made final decisions about outstanding issues.

Vendor-Specific Training

Team members received specific training and manuals for the system they would be testing. The training available for each system is listed below:

Diebold

1. Poll worker training provided by Guadalupe County on identical Diebold equipment
2. Diebold training videos
3. Training Monday 6 November 2006 by County elections personnel on setting up the equipment according to El Paso's standard procedure as documented in their poll worker's manual
4. Diebold online training materials
 - Diebold Manufacturer's Demo ¹¹
 - Diebold Voters' Demo ¹²

Hart

1. Interviewed Travis County Election Officials regarding their Parallel monitoring program using Hart equipment
2. Travis County Poll workers training
3. "The Hart Voting System Early Voting Desk Reference, System Version 6.1"
4. "Harris County Election Day eSlate Desk Reference. System Version 6.1 HC"
5. "Harris County Election Day Polling Location Administration Manual"
6. Hart online training materials:
 - Hart Demo Site ¹³
 - Electronic Voting Machine Information Sheet (Series 3000) ¹⁴
 - McLennan County eSlate Installation, eSlate Frequently Asked Questions ¹⁵

ES&S

1. ES&S training video
2. Reference materials provided by Hidalgo County:
 - ES&S iVotronic Voting System Poll Worker Checklist #1
 - ES&S iVotronic Voting System Poll Worker Checklist #2
 - Hidalgo County Early Voting Steps checklist
 - Hidalgo County Election Day Steps checklist
3. Trained on Monday, November 6, 2006 with County elections personnel on setting up the equipment according to Hidalgo's standard procedure as documented in their poll worker's technical manual

Reconciling Results Discrepancies

Discrepancies between the results tapes from the DREs and the results anticipated by the script database were reviewed to determine how and where the error was introduced and how to avoid such errors in the future.

The following process was used:

- Review the test script to determine if the script directions were incorrectly listed
- Review the test script generating tools to determine if the expected tally is indeed correct as it is being compared to the final tally
- Review the video tape captures to determine if the data entry was correct.

If the review process shows that the error was accidentally inserted into the test, then this would be recorded as an error by the Data Entry person.

If all reviews show that everything was entered correctly then this would imply an Electronic Voting System anomaly.

TECHNICAL METHODOLOGY

Videotaping

In order to ensure transparency and confirm security, the parallel monitoring was videotaped throughout the process.

Videographers at each location were equipped with two professional grade video cameras, which recorded onto high grade videotape, as well as a backup camera in the event that one of the others failed. All cameras also included microphones and were prepared to pick up audio along with the image.

The videographer used the first camera to video record the chain of custody and the security measures in place. This documented:

- Election workers relinquishing custody of the DREs
- Receipt of equipment by the Test Team
- Unbroken seals on the DREs and their numbers
- DRE serial numbers
- Securing the DREs prior to parallel monitoring

This camera then served as a wide panoramic view, showing the voting equipment and the immediate area. This camera maintained the panoramic view from the equipment set up until the equipment was sealed and secured.

The second camera was mainly used as a close up camera. After the voting equipment was obtained from the counties, this camera captured

- The serial numbers on each machine
- Set up of the equipment and testing area
- Running the zero totals tape
- Opening the polls

The camera was then positioned to be able to capture separate close ups of each DRE screen.

The video recorded

- Each script prior to data entry
- The selections entered into the DRE
- The summary review screen
- Casting the ballot.

This recording provided an efficient way to review any discrepancies detected. In addition, all closing activities were also taped. The activities included:

- Closing the polls on each DRE
- Running two copies of the results tape
- Turning off the DREs
- Applying tamper-evident seals to the DREs and to their cases
- Transferring custody of the equipment back to the county
- Securing the DREs

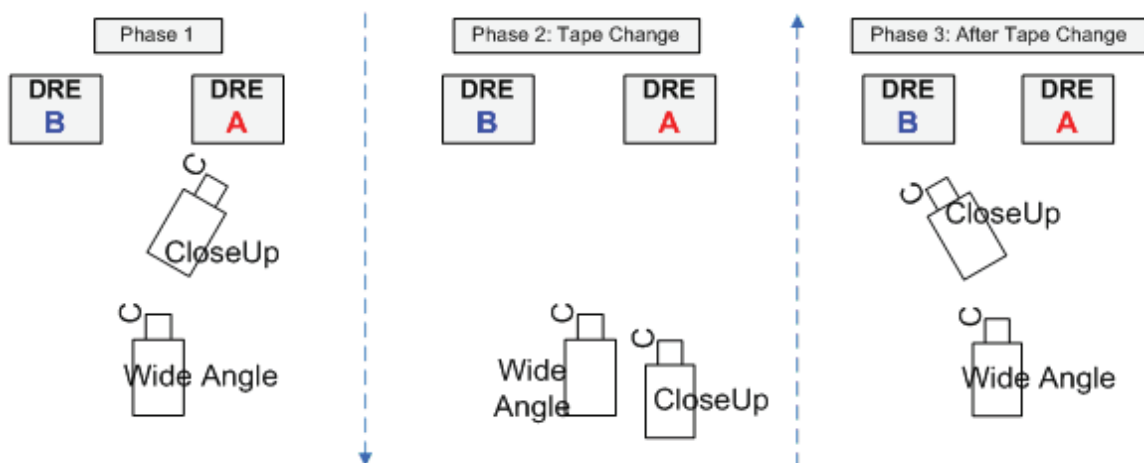
Everything was recorded digitally onto tape in order to acquire a clear, sharp picture. While this did provide a good quality image, it meant that tapes had to be changed approximately once an hour. Since changing the tape of the panoramic wide shot would result in a gap in time, a shooting plan was designed to have the close up camera cover the time the wide camera was not shooting. This was done by:

- Suspending data entry from the scripts
- Physically moving the close up camera back to a wide panoramic view
- Changing the tape and battery on the wide camera and starting recording again
- Physically moving the close up camera forward to the close up position
- Changing the tape and battery on the close up camera and starting recording again
- Resuming data entry from the scripts

An analog clock was set up in each location so that it was visible to the wide panoramic camera at all times and then was captured up by the close up camera when it was moved to the wide shot during tape changes. This was done in order to provide documentation of actions in reference to the time each occurred as well as provide a common link which could be used to combine the wide shots.

Through these steps a continuously recorded wide panoramic view of the area and close ups of the detailed information on the DRE screens were captured. The illustration below shows how the cameras were shifted during tape changes.

Figure 1. Changing Tapes and Close-up Camera



Execution of the Test

Timeline

The following table provides a summary of activities that occurred during the test.

Table 4. Timeline for Election Day Testing

Day	Date (2006)	Time	Activities
Monday	November 6	1300 to 1700	Test Teams meet in their respective Counties. Review and set up the testing environments, and receive instructions from the host Counties on security, County protocols, and other operational details.
Tuesday	November 7	0600	Test Team reports to the testing locations, begin setting up the voting systems.
Tuesday	November 7	0700	Polls open for voting; testing begins
Tuesday	November 7	0700 to 1900	Teams execute test scripts
Tuesday	November 7	1900	Polls close; testing ends
Tuesday	November 7	1930 to 2030	Teams take down equipment, return custody to County personnel
Wednesday	November 8	N/A	Test Teams debrief, return to home cities
Thursday thru Friday	November 9 & November 10	N/A	Team leads debrief, reconcile tally tapes with scripts

Management of the Test Roles

There were four people per Test Team. Their titles as specified in the Methodology were Team Lead, Data Entry, Observer, and Videographer. However, there were two specific positions during testing, the Data Entry person, and the Observer.

The Data Entry and Observer positions rotated among the Team Lead, Data Entry and Observer every thirty minutes to reduce fatigue and data entry errors. The person at the Observer position rotated to the Data Entry position, the person at the Data Entry position went on break, and the person on break took up the Observer position for the next thirty minutes. Under this scheme every person except the videographer participated in all test activities.

Because of the expertise required, the Videographer was not an interchangeable role.

Execution of the Scripts

Data Entry Procedures

The procedures for data entry were included on the front of each script as follows:

1. Data Entry person records the start time as shown on the test clock.
2. Data Entry person places the test script in front of the video camera so the script number is recorded.
3. Data Entry person announces the script number and any alerts noted in the Alert box.
4. Data Entry person authorizes a new ballot.
5. Data Entry person selects a language and records the language choice in the Language box above. The Data Entry person passes the script to the Observer.
6. Observer announces each contest or measure on the attached ballot script and the selection to make for that contest or measure.
7. Data Entry person makes the selection on the DRE.
8. Observer checks the Voted column after the selection is made.
9. If the Data Entry person makes an error in voting, for instance choosing the wrong candidate, the error may be corrected immediately on the same screen. The Data Entry person will notify the Observer that the original vote or action was in error and should be corrected. The Observer will record it as an Unscripted Error in the “Scr or Unscr Error” column on the voting script.
10. Some ballots include Scripted Errors. These are indicated by an S in the “Scr or Unscr Error” column. The instructions printed in the “Explanation or Instructions” column will explain how to handle the specific error. The Observer will instruct the Data Entry person how to vote the error according to the script.

Data Verification Procedures

When the Data Entry person reaches the Summary screen, the script requires these steps:

1. Data Entry person stops at the Summary screen after finishing any final script instructions that are required. The Data Entry person then calls out the selections as they appear on the summary screen.
 - If a selection is verified as correct, the Observer checks the Valid column.
 - If a selection is verified as incorrect, the Observer enters U in the “Scr or Unscr Error” column, and informs the Data Entry person of the correction that is needed.
 - The Data Entry person makes all the corrections noted by the Observer and returns to the confirmation screen and restarts the data verification process at the beginning of the script.
2. When all selections are confirmed as correct, the Data Entry person casts the ballot and records the finish time.

PARALLEL MONITORING EVALUATION

GENERAL EVALUATION

Team Configuration

The team rotation methodology provided relief from the intense concentration required for accurate data entry. However, the extremely long day produced fatigue and increased error rates later in the day.

Data Entry Methodology

The voting methodology was developed to alleviate potential data entry errors. The Observer announced the vote to select, and the Data Entry person reiterated the vote from the selection screen. Then at the Summary Screen, the Data Entry person announced the candidates that were selected and the Observer verified it from the script. The teams tried several variations about how much verbal interaction was appropriate. It appears that under most circumstances, a very small amount of verbal data needs to be exchanged between the Observer and the Data Entry person.

Sources of Error

There were two sources of possible error. One was during the learning curve initially encountered as the Test Team first implemented the test methodology. The second was as the result of fatigue.

Two of the three Test Teams tallied immediately with one hundred per cent accuracy while one had an initial error rate less than 0.035%.

After the discrepancy review, all three Test Teams' votes were accounted for with 100% accuracy. Even with this degree of redundancy, a few errors occurred, as noted on the test scripts for each test site.

Videography

The videotaping methodology seemed to work well, recording both a wide panoramic view of the testing, close up shots of the DRE screens, and audio of the interaction between the data entry person and the observer. The wide shot allowed reviewers to see the equipment being tested as well as the surrounding area. The close up camera allowed reviewers to read the text as well as hear the Data Entry persons calling out selections. Audio was captured with both cameras.

The cameramen experienced only a few minor technical problems and never had to use the back up cameras. Videography Logs were kept to track the times for tape changes and the specific Test Scripts executed on each tape.

Discrepancy Control

Discrepancy Reports were provided for Test Teams to document events interrupting the normal testing process or having the potential to affect the accuracy or integrity of the results.

Two discrepancies were reported by the Hidalgo team:

- Loss of power to the close up camera as tape not changed in time (temporary)
- Inability to print the 'zero tape' (printer not available till mid-way through test)

Four discrepancies were reported by the El Paso team:

- The DREs could not be secured November 6 due to circumstances described below
- The zero tapes were run by 7:01 AM; however, the first vote was not cast until 7:19.
- The close-up camera went into standby mode and did not record two scripts
- An error in Script 94 instructed the Data Entry person to vote for an incorrect write-in candidate

Facilities and Security

All facilities were climate controlled. Only personnel involved in the testing or having security verification were allowed access to the test area.

EL PASO/DIEBOLD

Administrative Evaluation

Voting Equipment

Diebold Accu-Vote TS R6 w/Ballot Station Version 4.5.2

Vote Card Encoder Version 1.0

Voter Cards

Securing and Preparation of System

After the site visit Friday, October 27, 2006 the decision was made to select and secure the equipment the day before the election.

The team arrived Monday November 6, 2006 and provided the county personnel with a randomly generated precinct number. County personnel prepared two additional DREs to replace the ones that would be selected from the precinct. Due to the time, the polling location, which was a public school, was closed for the day. The decision was made to minimize disruption to school officials by waiting until Tuesday morning to obtain the devices. The county personnel provided the Test Team with the list of devices, serial numbers of the devices and memory cards, and the seal numbers on each of the devices that were at the precinct.

Tuesday morning the Team Lead and Videographer traveled with county personnel to the precinct to select two DREs at random from the four in the precinct inventory. The precinct elections judge and poll workers were waiting for the team to arrive and had not attempted to set up any of the machines. The videographer taped the selection process including detailed views of seals on the devices. Two DREs were secured, including the memory cards that were already sealed in the machines. County personnel also provided two access card encoders and two access cards. The team returned to the testing location to set up the equipment.

The county's processes for accounting for the devices and seals were rigorous. The team lead decided to use the county forms rather than those of the methodology to avoid transcription errors and provide continuity of documentation for the county.

The videographer taped the team recording the seal numbers, breaking the appropriate seals to access the power switch to open the polls, replacing seal on the power switch, and running the zero totals tape. The polls opened by 7:01 AM and the team began casting test ballots at 7:19.

Videography

The videotaping in El Paso went smoothly, however, the tape change process was a little different from the proposed methodology (changing the panoramic camera tape when the close up camera tape was about half way through). A continuous wide panoramic view, was maintained through the test.

A malfunction with the close up camera occurred while recording Machine B during Scripts 79 and 80, which prevented those two scripts from being recorded. The problem resulted from the camera switching to standby power. The videographer discovered the error through a routine check of the equipment and quickly remedied it. The wide-angle camera picked up both image and audio while the close up camera was out, but the Data Entry person's choices cannot be seen from this distance. The Data Entry person and Observer recorded no discrepancies on those scripts, however. (see Appendix G – El Paso Scripts 79 and 80).

The panoramic camera provided a clear wide shot of all equipment. The analog clock was placed in the foreground of the panoramic shot without blocking any important details of the room and it was highly visible.

At the close of the test, the video captured tamper-evident seals being applied to the DREs and to the outside of the case where the DRE is stored. The seal numbers were noted on the County's chain of custody form and returned to county custody. County personnel returned the equipment to a separate, secure area to prevent the systems from accidentally mixing with the devices from the general election.

Data Entry and Verification Evaluation

All 101 scripts, each with 46 contests to be voted, were processed in El Paso County. Each machine had 50 scripts entered as cast ballots. One machine had a script that instructed the tester to cancel the ballot to imitate the steps taken when having a fleeing voter. Fleeing voter means a voter has left without casting the ballot.

The call-and-response data entry between the Data Entry person and Observer was effective for reducing data entry errors. It was found that having the Data Entry person echo the name that was actually voted helped focus attention during the latter stages of the test. Simple data errors began to occur when fatigue set in, although the call-and-response technique caught all but one of these before the Data Entry person reached the summary screen.

The Test Team took the liberty of using the large print and enhanced contrast features of the devices. Approximately 10% of the ballots used Spanish, but because the team was identifying selections by name instead of contest, voting the Spanish ballots took no longer than the English ballots.

On Script 29, Machine B was used as an ad-hoc test device by one of the project executive sponsors to determine how sensitive the machine was to touching the candidate selection box in various places.

Some scripts deliberately introduced errors. All were corrected successfully from the summary screen. However, only one non-scripted data entry error was found (script 92) during the review phase and it was corrected successfully. In several scripts during the latter stages of the test, the Data Entry person accidentally touched the summary screen on a contest, causing the DRE to return to the contest as though the voter had decided to review or change the vote. This required the review cycle to start over at the beginning and review all votes again.

Reconciliation of Discrepancies

There were no tally discrepancies to resolve. However, scripted and unscripted errors that could be corrected before the ballot was cast are noted on the scripts. Ten unscripted errors occurred in nine ballots.

HARRIS/HART

Administrative Evaluation

Voting Equipment

Hart eSlate Version 2.0.13

JBC Version 2.2.

Securing and Preparation of System

During the site visit Friday, October 27, 2006, the decision was made to select and secure the equipment on that day to avoid having to arrange pickup at the random precinct on the day of the election. Voting equipment for all precincts had already been tested, sealed, separated and secured in a locked warehouse and were ready for distribution to the polling sites.

Harris County does not assign specific eSlates to polling locations before shipping them because the eSlates do not need to be preprogrammed. The shipping crew records the serial numbers of the eSlates delivered to each precinct when removed from the delivery truck.

Harris County's rule is that there are always two activated Judge's Booth Controllers (JBC) available at the polling site. These are annotated as 'primary' and 'secondary' JBCs. The secondary JBC is a backup system, which is operational and ready for use in the event of catastrophic failure in the primary JBC.

Harris County further mitigates risk of equipment failure by assigning two backup JBCs and two backup eSlates. Therefore, each precinct polling site has a primary JBC, a secondary JBC, a number of eSlates as needed, two backup JBCs, and two backup eSlates.

The Team Lead advised county personnel of the randomly selected precinct. The team randomly chose two Judge's Booth Controllers (JBC) from selected precinct's assigned equipment and randomly chose two eSlates from racks of eSlates bound for polling locations.

Backup JBCs were acquired from Harris County's inventory of emergency backup JBCs known as the "Ready Pool." These are used to replace faulty machines in the precincts. Two JBCs were pulled at random from the Ready Pool. These were emergency backup JBCs for the test's primary and secondary JBCs. Two emergency backup eSlates were also randomly chosen from the racks of eSlates bound for polling locations .

At the Elections Warehouse the database software used to manage the inventory was used to move the primary and secondary JBCs from their existing precinct into a new precinct created specifically for this test, "SOS". All machines including backups were assigned to the SOS precinct.

The equipment was then placed into a secure room. There are 2 keys for this room. One held by the Manager of the Elections Warehouse and the other held by the Office Manager.

At the close of the Parallel monitoring Test, the primary JBC seal was broken and the MBB serial number was verified. While this was not part of the methodology, the team lead decided it was important to verify this information completely. The MBB was then reinserted into the JBC and sealed. A new tamper-evident seal was placed on the JBC, and two (2) more tamper-evident seals were placed on the primary and secondary eSlates. Another seal was placed on the outer box of the JBC to provide further security.

The equipment seal numbers were annotated and the equipment was returned to the locked room.

Videography

The videographer in Harris county encountered few problems during the parallel monitoring process. The cameraman widened the close up camera in between scripts to view a letter (A or B) which identified the booth being used. In addition, the cameraman intermittently captured the clock with the close up camera to increase the transparency of the process.

Data Entry and Verification Evaluation

Harris County had a large ballot to be voted. Of 101 test scripts prepared for the county,

- 88 scripts were entered with 98 voted entries per script
- 8,624 individual contests were voted
- 3 discrepancy errors were reported, as noted below, for an error rate less than .035%

The discrepancy errors were clustered in 4 major ways.

- Ballots #44, #51, and #53. The cluster shows errors beginning to occur half way through the testing one (1) before and two (2) after lunch.
- The errors all occurred on the 4th of 5 pages in the test script. These were errors for the 61st entry of 98 entries (62% complete), 68th/98 (69% complete), and 84th/98 (85% complete).
- The errors occurred during the highest concentration of single candidate choices being voted.
- Errors for the 61st, 68th, and 84th entries were all for a single (no other choice was given) Republican candidate, where the candidate choice was mistakenly not voted. In each case, there was a tendency to highlight the field above the name and miss the name.

Reconciliation of Discrepancies

Seven ballots had eight unscripted errors. Four of the errors were corrected during initial data entry, four were corrected from the Summary Screen.

The final analysis showed that all votes were accounted for. However, the results tape did not match the expected results. Three candidates did not have the correct number of votes expected according to the scripts.

The video tapes were reviewed to resolve each of the issues. The missing votes were verified as data entry errors on scripts #44, #51, and #53. The errors all occurred on the 4th of 5 pages in the test script, and all were for a single (no other choice was given) Republican candidate, where the candidate choice was mistakenly not voted. In each case, there was a tendency to highlight the field above the name and miss the name.

HIDALGO/ES&S

Administrative Evaluation

Voting Equipment

ES&S iVontronic Version 8.0.1.0

Personal Electronic Ballot (PEB) Version 1.07

Securing and Preparation of System

During the site visit of Friday, October 27, it was decided to select and secure the equipment the day before the election because not all precincts' equipment had been delivered at that time.

The team arrived Monday, November 6, 2006 and provided the County personnel with a randomly generated precinct number for testing. County personnel prepared two iVontronic systems and PEBs to replace the equipment the project team would select for testing. The replacement iVontronics were stored at the precinct in a mobile cage (Red) secured by two locks.

Video documentation of the team's arrival at the precinct, exchanges of voting machines, and re-securing of exchanged voting machines was conducted.

Following the precinct iVontronic exchange, the team returned to the county warehouse, the equipment was rechecked to ensure the serial and seal numbers corresponded to the list of equipment at the precinct, and then locked, again, in a metal cage (Green). The metal cage was further sealed with numbered tamper-resistant tape to counter against any tampering. Again, all activities of securing the voting machines, including capturing serial and seal numbers was videotaped.

All security mechanisms (metal cage, locks, seal) put in place the night before were still valid.

Videography

Although the videotaping in Hidalgo was successful as well, there was one camera problem. A battery on the wide panoramic camera went out, resulting in a loss of a few minutes of footage. The malfunction was resolved quickly, but did result in a gap in the wide panoramic view, which was noted on the video log. The close up camera performed well and captured the script entries.

All security mechanisms (metal cage, locks, seal) put in place the night before were still valid.

Data Entry and Verification Evaluation

The Hidalgo County test team reported the following:

- 87 scripts were entered with 29 voted entries per script
- 2,523 individual contests were voted
- 13 unscripted errors were reported, for an error rate less than .515%

Reconciliation of Discrepancies

There were no tally discrepancies to resolve.

PARALLEL MONITORING METHODOLOGY RECOMMENDATIONS

INTRODUCTION

This section summarizes key recommendations the Test Teams identified for improving the methodology and its execution.

APPROPRIATE SAMPLE SIZE

Appropriate Number of Counties

It is recommended that parallel monitoring be conducted in at least the largest 25 counties (70% of the vote) for every major election. Such monitoring will provide a deterrent to tampering with voting systems because the large concentrations of DREs will be monitored.

It is not feasible for the Secretary of State to conduct its own tests by randomly selecting counties the day before the election if the counties are expected to provide facilities for securing the devices testing them on election day. Notifying counties in advance of the test essentially nullifies the purpose of such random selection, however. If counties are conducting such monitoring on their own, it is possible for the Secretary to send observers to monitor some of the tests at random.

Therefore it is recommended that counties host the monitoring, primarily by providing a location in the county offices in which to hold the test, and by providing security such as constables or sheriff's deputies for the test. However, the monitoring project should be managed and staffed by entities not related to nor dependent on the county, such as a universities, public interest groups, political parties, or independent contractors.

Appropriate Number of Precincts

At present it is recommended that precincts be selected at random for testing using the methodology explained earlier. This test assigned precincts and their subsequent DREs at random to follow industry recommendations. However, if the Test Team has reason to suspect that an attacker intends to and has the opportunity and resources to target specific precincts, the best strategy would be to test precincts that have characteristics favorable to stealing votes for the suspected attacker.

Appropriate Number of Devices

This report cannot recommend a formula for calculating the appropriate number of DREs to test. The Brennan report provides a formula for calculating the number of test machines based on an anticipated infection rate. However, the formula does not include other factors that may significantly increase the number of DREs required to be tested. It is suggested that a detailed study be conducted by operations management statisticians to determine what a statistically valid number of tests should be.

Current reported implementations of parallel monitoring seem to assume that all of the devices in a county are infected. Thus testing one or two devices is considered enough of a sample to demonstrate whether or not any machines in a county are compromised.

This assumption of 100% infection relies on a further assumption that the corrupt code was created by a disgruntled employee of the vendor, or someone who has access to the code and a development environment nearly identical to the vendor's. In addition, such hackers must have an opportunity to infect all the machines in a county by a tactic such as slipping the infection in through a trusted upgrade from the vendor. In this way all county machines would be upgraded and infected at the same time.

If the corrupt programs must be inserted secretly rather than by an open upgrade, the hackers may not have the opportunity to infect all the machines in a county. If the parallel Test Team cannot be sure that all machines are infected, they must test a greater number of devices depending on the assumed infection rate. The lower the suspected infection rate, the greater the number of tests that must be run to determine whether or not the general population of devices has any corrupt devices. Further, industry analysts note that there is a distinct possibility that corrupt code may have features that detect if the device is being tested. If it is likely that any infected machines can detect testing and turn off the vote harvesting features, the test should increase the number of test devices by the proportion of test situations in which they anticipate the software will be successful in detecting the test. The test ballots must also match "typical" ballots even more closely, as discussed below.

Appropriate Number of Ballots

It is recommended that at least fifty ballots should be cast per DRE, and preferably as many as 100. The Brennan Report postulates that hackers may want to steal 2% of the vote, or about one vote for every 50 ballots.¹⁶ If this postulate is true, a test deck of greater than 50 ballots would likely generate at least one stolen vote provided that the software did not recognize that it was being tested.

Creating Ballot Scripts

Using Data from a Previous Election

It is recommended that results from a similar prior election be used as a basis for designing test scripts. Contact the Legislative Council for election data for each race for each selected precinct. Analyze the data to determine the following:

- Total number of straight party votes for each party;
- Straight party votes as a percentage of all ballots cast;
- Drop-off rates after straight party votes have been deducted;
- Party association with ballot measures and initiatives

In addition, if the test team has access to actual Cast Vote Records (individual ballots) from the election, the percentage of crossover votes can be calculated by each position on the ballot. Finally, note the instances in which down-ballot races such as constable or justice of the peace have much lower than expected drop-off rates because of unknown or unpredictable local political dynamics.

Adapt the findings to the current ballot according to the following rules:

1. Maintain the straight party voting percentages for the new ballot scripts. If crossover vote statistics are available, use these to add crossovers to match the past election's ratio. If they are not available, allocate zero to two crossover votes per straight party ballot.
2. Maintain approximately the same drop-off rate for non-straight party ballots. If possible, include any expected anomalies for down-ballot races caused by local politics.
3. Vote measures according to predicted party affiliation unless indicated otherwise by local dynamics.

This test used machine-generated ballots for the tests. The ballots were based on party voting patterns observed in prior elections in the Counties. They were randomized by creating voter profiles based on the party patterns that allowing various percentages of randomly selected crossover votes and no-votes.

The machine-generated ballots are much easier to produce and reconcile than human-generated ballots. However, before making a definitive recommendation on this topic the team needs to analyze real ballots from the precincts to determine if the automated ballot generation can be improved to simulate actual voting patterns more accurately.

Public Participation

It is not recommended that the general public be allowed to actually touch the devices that are being tested. Such participation is advocated by some researchers, but it may give perpetrators of corrupt software a way to physically participate in the test and introduce a "secret knock" to turn off the software.

FORMAT OF METHODOLOGY

It is recommended that the format of the methodology be more prescriptive and provide more planning and execution tools.

Project Management Focus

The methodology should structure the monitoring as a project including key project management features such as delineating clear lines of authority, specific deliverables and timelines.

Clear Definition of Roles and Training

The functional roles should be described more thoroughly and include additional groups not directly involved in testing. The descriptions should then be specifically associated with the training that is needed in order to reduce the amount of time any individual participant may spend over-preparing for the test.

Specific Tasks and Timelines

The methodology should be managed through a chronological checklist of specific actions that should be accomplished. Each step in the checklist should have a list of forms, references, planning tools, resources, training needed, stakeholders who are affected, and other key information needed to coordinate the steps.

ROLES AND TRAINING

Clear definition of roles, responsibilities and training are important to the success of the test, and become increasingly important as the scope of the test increases. The following are suggested role definitions that may be expanded further in the final methodology.

Project Manager

The Project Manager (PM) is responsible for managing the schedule and resources, providing training, and ensuring stakeholders are involved and informed. The PM may be responsible for several precinct Test Teams when extensive testing is required. Training and experience should include several years of project management experience, preferably in environments with numerous, competing stakeholders such as political parties. Training specific to parallel monitoring may be achieved after the PM is appointed, and should include the history and technical background of the voting systems to be tested, current state of the art of parallel monitoring, and some public relations guidance for handling intense public interest that an extended test regimen would generate.

Shift Leader

Shift Leaders are responsible for the test environment including managing the Data Entry persons, Observers, and Videographers, ensuring smooth transitions between shifts, security and comfort of the testing room, and other facilities issues.

The Shift Leader may have, but is not required to have project management experience. Background as a line or staff manager in a corporation or government agency would likely be sufficient. Training should include extensive poll worker instruction, especially in maintaining security and order. The Shift Leader should also be trained in the data entry techniques the Data Entry person and Observer will be using, and how script exceptions should be evaluated and reported so that an adequate written record of the test is maintained. Finally, the Shift Leader should be able to evaluate the quality of the video and give guidance to the videographer as necessary.

When possible, a Deputy Shift Leader should be trained to allow for absences of the Shift Leader due to illness, personal emergencies, or break times.

Data Entry Personnel

The Data Entry personnel should be trained in using the specific DRE voting system, including how to change screen resolution and contrast, how to select languages, how to navigate around the ballot and summary screen, and any other common voter and poll worker actions related to the DREs. The training should be conducted in the county in which the testing will occur. If possible it should occur at the time poll worker training is administered to minimize the impact on county personnel.

In addition, the training should include specific instructions about how to execute script instructions on the specific equipment. For instance, a script may ask the Data Entry person to vote for one candidate then return to the contest from the summary screen and change the vote to a different candidate. The Data Entry personnel should understand how to translate such instructions into actions specific to the DRE on which they are voting.

Videographer

Videographers are responsible for capturing the entire parallel monitoring process on video as well as protecting and maintaining the camera equipment.

Cameramen should have experience shooting with professional video cameras and be able to record with two cameras simultaneously while controlling focus and exposure, as well as maintaining AC or battery power and video tapes. Because of long running times, they should be knowledgeable of camera maintenance should a problem occur. In addition, videographers should be trained on voting equipment, especially pertaining to setting up and closing down, as they will be capturing these steps in order to preserve transparency.

County Observers

County personnel may attend the tests as County Observers. Therefore it is recommended that they follow much the same training path as the shift leader to be able to communicate effectively with the project leader and shift leader if necessary.

Media and the General Public

It is recommended that the media and public be allowed as much access to training materials and other sources of information as possible. Such access should be subject only to those restrictions necessary to protect the security and/or proprietary information of the voting systems. For instance, video in which passwords are entered should be redacted from the publicly available version. In some cases it may be advisable to request media representatives to attend some of the same training as project personnel so the media can report accurately on the tests.

PERSONNEL COSTS

Approximate costs for testing a single DRE are estimated in personnel clock hours in the table below. The project assumes two 6-hour shifts with four testers/observers each. These estimates do not include a project manager. For a small project testing just one DRE, the project manager may be one of the Shift Leaders.

At this time it is estimated that the project manager will expend as much effort as a shift leader for each DRE that is tested. Thus a Shift Leader who is also a project manager for a one-DRE test would spend approximately 60 hours, but the time would be spread out over several weeks.

Function	Opening Shift Leader	Closing Shift Leader	Testers (8)	Opening Videographer	Closing Videographer
Training					
Quality Assurance for Elections	2	2			
Voting Systems Technical	4	4			
Parallel Testing Methodology	2	2		2	2
County Pollworker and Tech Training	2	2	8	2	2
Managing the Test (with Team)	2	2	16	2	2
Total Training	12	12	24	6	6
Testing					
Select Precincts and Secure DREs	2	2		2	
Setup Equipment, Open Polls	2		4	2	
Administer Test	6	6	48	6	6
Close Polls, Secure DREs		2	4		2
Total Testing	10	10	54	10	8
Evaluation					
Reconcile Results Tapes	2	2			2
Debrief with Testing Team	1	1	8	1	1
Debrief with Project Lead	2	2			
Total Evaluation	5	5	8	1	3
TOTAL Clock Hours	27	27	86	17	17
Overhead at 10%	3	3	9	2	2
TOTAL Clock Hours plus Overhead	30	30	95	19	19

Total clock hours for testing single DRE is estimated to be approximately 193 hours, or 223 hours if the project manager's time is included.

STRUCTURE AND MANAGEMENT OF TEST TEAMS

Security Clearance

The project manager, team leads, and writer(s) for final document(s), and other key personnel should have criminal background checks. If only one or two tests are being conducted, it may be feasible for all team members to have background checks.

Staffing the Teams

The parallel monitoring test requires a minimum 14-hour day. Thus the testing group for a single precinct needs at least two teams with four Data Entry persons or three teams with three Data Entry persons each. Teams should be composed of a mix from the volunteer pools, ensuring that no single organization could collaborate to influence test results.

It is recommended that the Test Team have two Shift Leaders, an Opener and a Closer.

The Opener is responsible for setting up the machines, opening the polls, running the zero tapes, and supervising the voting through about 1:30 PM. The Closer works from 1:00 PM to about 9:00 PM, supervises the second half of voting, closes the polls, runs the results tapes, secures the machines, collects all testing artifacts and returns them to the project manager. This schedule minimizes administrative errors arising from fatigue, and provides additional integrity from separation of duties.

All personnel except the Shift Leader and Videographer rotate through the data entry and observing positions. The Shift Leaders will be responsible for managing the entire testing environment including the Test Team and its documentation, the public viewing area, any media that may attend, security personnel, and any facility functions such as air conditioning and lighting.

SECURING VOTING EQUIPMENT

Selecting and securing the equipment to test is one of the most sensitive aspects of parallel monitoring because it impinges on the county's resources.

Site Visits

It is recommended that all project managers and shift leaders conduct a pre-test site visit to the counties that will be tested. The visit should include discussion of the way the counties track their inventories, how they select which DREs go to each precinct, the timetable for delivering DREs to the precincts, and other important parameters. This information should be used to negotiate the time and procedures for selecting and securing machines before election day.

A second and equally important goal is to determine how to minimize impact on the county's operations before and during the test.

Options for Securing DREs

Storage Location

There is no specific recommendation about where to store the selected DREs prior to the test. In many cases counties already have facilities with sufficient security to store the DREs. However, in certain circumstances it may be advisable to arrange for storage of the machines at a third-party site that stakeholders feel may be more secure or independent. Such locations would have to be negotiated among the county, the test team and any project stakeholders that for various reasons have expressed strong interests in assuring the impartiality and honesty of the test.

Securing the Storage Location

The Test Team should work with the county personnel in charge of the warehouse to arrange proper storage with limited access. Such storage requires a secure locked room to which only the warehouse manager and/or other limited personnel have the key. Access to the storage area should be logged through the automated security system or a manual logging system. The logs should be reviewed prior to removing the devices from secure storage to determine if the machines may have been subject to tampering and need to be left in storage for forensic examination.

Secure Storage Cages

The Test Team may provide its own secure storage cage in which to house the devices until election day. This provides an additional assurance that no one but the team has the keys to the cage. This tactic may work well when only a few DREs are to be tested. If the tests involve many precincts and devices, however, it is likely to be infeasible for the test group to provide enough cages, or for the County to have enough room in a secure storage area for such cages.

Seals and Locks

The Test Team should have its own sequentially numbered and controlled seals and tags with which to seal devices and if necessary, access points such as doors. The seals should also have a log so that each seal can be traced to its use and destruction.

Some Counties use bankers' bags to secure peripheral devices or memory cards. It is advisable that the Test Teams also be equipped with their own bankers' bags and unique keys so the contents cannot be easily tampered with while in storage.

Each warehouse is unique, so it is also advised that the team consult with the County personnel to determine if it is advisable to use the team's own locks for the cages, or have the door locks re-keyed to provide an additional layer of security for the duration of the test.

Security Camera at the Storage Site

Security cameras for the warehouse are a best practice that is recommended in all situations. If the warehouse is already equipped with security cameras, the selected devices should be stored within view of the cameras, or the secure closet in which they are stored should be within view of the security cameras at all times.

Prior to the test the Team Lead and Videographer should review the recordings to determine that no one has accessed the devices or the storage area without authorization, and the access has been logged and the video matches the logs. If there are discrepancies, the team lead may have to decide whether the machines may have been subject to tampering and need to be left in storage as evidence.

In some cases the Test Team may rent security cameras specifically to monitor the storage areas. However, the added expense for such an extreme, short-term tactic would have to be justified by the sensitivity and criticality of the test results.

Other Security Measures

Automated access control using access cards, biometric authorization, or other means are also a best practice that should be adopted wherever feasible. This approach reduces the human error introduced by manual logging and security guards. In addition, it is suggested that inventories be tagged with Radio Frequency Identification (RFID) chips. This technology will enable warehouse personnel to track all inventory items more securely, and also enable the Test Team to monitor the secured machines more reliably. The RFID tags should be affixed directly to DRE machines, not their carrying cases.

VIDEOGRAPHY

Equipment

It is recommended that the recordings be made directly to hard disk which would avoid the problems associated with changing tapes. One way to accomplish this would be by shooting with the same type of camera used in this project (ENG- MiniDV) and recording directly to a video ready computer. Recording directly to computer allows the test team to create DVDs for distribution or for backup immediately after the test to ensure integrity of the video record.

Another solution would be to record using a closed circuit or CCTV system. Such a system may have multiple cameras connected to one digital recorder. The recordings will be much easier to navigate than separate recordings on a computer if they have to be used to resolve discrepancies in the tallies. However, if it is determined that a CCTV system is too costly, a combination of ENG cameras and surveillance cameras might be more practical. For instance, a lower quality surveillance camera could monitor the area and provide transparency while high quality ENG cameras captured close ups of the DRE screens as was done in this test.

Each DRE being tested should have a dedicated close-up camera. This allows the team to alternate between voting devices at random without requiring the videographer to move and refocus the camera each time. The cameras should be mounted from the ceiling or another high point in the testing area so the voter has room to move yet will not get in the way of the camera.

Procedure

A viewer of the footage shot during the parallel monitoring process may not be familiar with the equipment and/or procedures, and the set-up the Counties have in place. Therefore, it would be advantageous to have the team leader narrate what is happening step by step as they are going through the process of obtaining the equipment from the County, set-up, break-down, sealing and secure hand-off of the voting equipment back to the Counties. This will make the actions on tape much more transparent and coherent to the uninitiated viewer.

EARLY VOTING

It is not recommended that early voting be monitored because it would require such a large investment of resources. The same resources could be better used to monitor multiple DREs during election day and result in a greater chance of detecting corrupt software.

The canonical parallel monitoring regimen requires test to look as much like a real election as possible. A test of an early voting machine would require that most, if not all, ballot styles be voted on a single DRE. Further, the voting patterns should match those of early voting in general, and maybe match the voting location if the suspected corrupt code has been engineered to be sensitive to this aspect of its environment.

A further complicating factor is that the devices should be used daily throughout early voting, and often sporadically. For all practical purposes this means that a Test Team must be available to test the early voting devices at intervals every day for the entire period prior to the election, and intensively on the last day or two of voting.

Finally, the devices must be closed down properly every evening and secured for the night as well as opened again at the proper time the following morning.

PUBLIC OBSERVATION

Public observation of the parallel monitoring test is a vital component of the testing as it increases the transparency of the test.

Facilities

It is recommended that facilities for testing be large enough to provide working space for the Test Team, and a public viewing area suitable for the number of public observers anticipated by the county. The facilities should also provide enough space between the public and Test Team to ensure that the team's concentration is not disturbed by actions of the public.

Public Monitors

Large TVs or flat-panel screens connected to the close-up cameras can be used to provide the public access to everything the Data Entry person/Observer sees. The experience with the pilot also indicates that the cameras can also provide audio of all the interactions among the team members, and this should also be made available to the public.

Security

It is recommended that at least one police, sheriff, constable, or other law enforcement personnel be assigned to the public test facility from the time the team arrives until they leave.

Testing at Voting Locations

It is not recommended that testing be done at voting locations. Some experts advocate conducting the tests at actual polling sites in order to stimulate voter interest. It seems that this tactic may introduce confusion at the polling site, and might even be a security risk to the polling site and to the testing environment.

Posting of Results

Since the public and media may be heavily involved in the next round of tests, the final tally tapes should be checked against the expected results as soon as possible. The results should not be released until the complete evaluation/reconciliation has been done.

APPENDIX A

Precinct Voting Data

Source: Texas Legislative Council

El Paso County 2002 General Election

	Registered Voters	Turnout
0141	3,851	881
0119	3,737	921
0160	3,683	1,101
0110	3,492	899
0022	2,968	1,505
0087	2,932	935
0117	2,909	794
0122	2,887	886
0153	2,869	818
0055	2,844	912
0159	2,840	843
0035	2,782	749
0124	2,766	854
0094	2,755	1,280
0090	2,710	1,290
0144	2,703	757
0049	2,689	723
0093	2,682	1,062
0127	2,676	763
0133	2,668	720
0009	2,657	1,149
0014	2,654	912
0047	2,628	720
0104	2,627	804
0138	2,622	712
0056	2,603	862
0061	2,593	741
0140	2,583	740
0132	2,575	773
0057	2,574	1,268
0066	2,569	850
0102	2,559	1,028
0010	2,553	700

	Registered Voters	Turnout
0044	2,535	881
0082	2,518	752
0072	2,516	737
0080	2,516	733
0092	2,496	913
0020	2,459	1,020
0068	2,451	929
0016	2,450	1,218
0103	2,448	884
0017	2,442	920
0154	2,432	656
0112	2,423	751
0060	2,410	700
0100	2,404	782
0008	2,386	1,328
0118	2,383	625
0041	2,365	865
0040	2,350	555
0137	2,339	664
0098	2,315	815
0125	2,315	638
0053	2,313	924
0115	2,304	640
0019	2,299	1,165
0108	2,296	942
0156	2,288	609
0109	2,284	544
0126	2,261	598
0063	2,249	674
0128	2,232	619
0007	2,227	1,017
0011	2,207	803
0134	2,206	512

	Registered Voters	Turnout
0048	2,200	867
0042	2,182	631
0139	2,150	626
0051	2,135	548
0012	2,098	798
0036	2,094	629
0096	2,086	886
0152	2,071	476
0064	2,069	655
0099	2,056	824
0105	2,056	733
0050	2,048	698
0069	2,036	753
0147	2,020	922
0045	2,004	532
0083	1,978	640
0075	1,975	683
0157	1,970	480
0023	1,968	674
0149	1,967	523
0113	1,942	664
0158	1,940	717
0143	1,929	568
0052	1,927	747
0106	1,859	828
0129	1,837	510
0033	1,835	887
0095	1,826	714
0031	1,822	996
0058	1,810	819
0002	1,801	526
0034	1,800	626
0120	1,800	623
0018	1,788	858
0101	1,743	799
0145	1,714	548
0116	1,709	576
0013	1,696	770
0091	1,671	689

	Registered Voters	Turnout
0155	1,664	516
0078	1,645	440
0088	1,635	855
0024	1,611	748
0135	1,604	449
0004	1,554	482
0107	1,551	604
0131	1,514	467
0070	1,512	470
0081	1,493	496
0114	1,474	496
0025	1,454	605
0165	1,454	445
0136	1,433	377
0003	1,432	438
0148	1,405	359
0067	1,389	426
0073	1,382	616
0043	1,371	393
0086	1,360	131
0054	1,344	445
0027	1,323	615
0015	1,320	575
0123	1,300	406
0074	1,297	463
0059	1,295	284
0005	1,288	370
0030	1,286	588
0076	1,267	538
0130	1,262	410
0151	1,248	301
0071	1,242	422
0097	1,230	345
0001	1,217	374
0006	1,077	610
0021	1,070	617
0039	1,065	326
0150	1,042	220
0029	1,008	267



	Registered Voters	Turnout
0077	849	231
0161	830	286
0089	785	402
0037	749	303
0038	736	253
0142	700	184
0032	619	173
0079	618	164
0065	490	196
0146	453	101
0026	436	114
0111	424	107
0062	411	41
0167	342	136
0046	214	70
0028	199	52
0121	199	49
0084	184	9
0162	112	37
0169	57	23
0164	12	2
0168	11	1
0085	4	1
0166	0	1
0163	0	0

Harris County 2002 General Election

Precinct	Registered Voters	Turnout
0772	5,865	2,923
0609	4,734	2,045
0688	4,595	2,310
0112	4,444	1,880
0618	4,359	1,388
0734	4,341	1,975
0548	4,197	1,516
0124	4,182	2,027
0643	4,163	1,463
0362	4,140	1,820
0351	4,081	1,989
0764	4,065	1,544
0662	4,035	1,958
0619	4,009	1,905
0486	4,003	1,952
0495	3,933	1,526
0484	3,887	1,880
0654	3,826	1,459
0260	3,800	1,779
0516	3,796	1,635
0804	3,794	1,492
0649	3,788	1,310
0651	3,724	1,494
0557	3,724	1,296
0586	3,698	1,223
0551	3,688	1,548
0828	3,673	1,936
0697	3,669	1,181
0605	3,646	1,225
0466	3,639	1,768
0534	3,627	1,414
0045	3,620	1,059
0420	3,618	1,631
0463	3,617	1,250
0655	3,613	1,398
0813	3,612	1,254
0074	3,586	2,013
0601	3,565	1,761

Precinct	Registered Voters	Turnout
0485	3,558	1,470
0672	3,556	1,479
0640	3,492	1,295
0682	3,489	1,229
0722	3,486	1,361
0286	3,465	1,598
0338	3,465	1,171
0642	3,459	1,739
0617	3,428	1,298
0614	3,407	1,349
0709	3,386	1,486
0340	3,372	1,547
0718	3,341	1,740
0119	3,327	1,371
0197	3,313	1,052
0660	3,311	1,338
0521	3,309	1,272
0515	3,301	1,766
0387	3,301	1,226
0482	3,294	1,302
0353	3,292	1,113
0093	3,292	931
0568	3,280	1,699
0480	3,258	1,440
0659	3,247	1,297
0156	3,240	1,358
0612	3,233	1,537
0416	3,224	1,231
0674	3,220	1,409
0149	3,220	1,248
0469	3,213	1,749
0079	3,212	1,042
0524	3,206	1,213
0414	3,193	1,228
0633	3,169	1,656
0635	3,158	1,218
0542	3,155	1,150
0558	3,145	1,200

Precinct	Registered Voters	Turnout
0080	3,140	1,256
0514	3,119	1,393
0312	3,112	1,398
0422	3,106	1,107
0522	3,100	1,475
0805	3,097	1,508
0512	3,081	1,008
0110	3,077	1,315
0468	3,077	1,007
0638	3,072	1,075
0213	3,066	1,985
0357	3,062	1,415
0318	3,059	1,415
0552	3,058	1,654
0620	3,049	1,132
0234	3,042	1,917
0523	3,022	1,388
0518	3,021	1,257
0657	3,019	1,119
0751	3,015	1,264
0478	3,014	1,394
0474	3,012	1,239
0359	3,002	846
0450	2,994	1,013
0517	2,994	969
0256	2,990	1,335
0760	2,986	1,569
0097	2,984	1,304
0664	2,983	752
0129	2,970	1,766
0204	2,968	1,591
0506	2,967	1,369
0529	2,965	1,323
0658	2,962	1,152
0765	2,954	1,106
0006	2,950	1,093
0553	2,950	1,023
0565	2,950	710

Precinct	Registered Voters	Turnout
0673	2,949	1,300
0259	2,939	1,414
0398	2,932	1,196
0163	2,926	953
0563	2,919	1,542
0510	2,917	1,290
0588	2,910	1,221
0090	2,906	1,508
0647	2,902	927
0223	2,896	1,079
0307	2,895	1,627
0645	2,884	1,253
0413	2,875	1,374
0490	2,875	1,345
0670	2,871	1,495
0199	2,864	1,458
0418	2,862	1,011
0494	2,860	761
0364	2,858	1,140
0169	2,857	839
0459	2,855	1,412
0462	2,854	1,415
0347	2,851	1,023
0644	2,850	1,178
0849	2,845	1,109
0300	2,843	1,025
0352	2,822	830
0616	2,815	1,307
0656	2,807	1,028
0333	2,804	1,314
0200	2,795	1,504
0036	2,791	1,111
0276	2,791	959
0454	2,785	946
0500	2,784	1,217
0436	2,777	1,371
0407	2,767	1,398
0600	2,759	1,053



Precinct	Registered Voters	Turnout
0109	2,751	866
0354	2,746	1,110
0669	2,742	1,448
0302	2,742	953
0182	2,740	1,612
0508	2,740	938
0029	2,740	750
0027	2,738	1,031
0363	2,736	913
0428	2,735	807
0513	2,734	1,625
0404	2,730	1,068
0519	2,729	1,157
0252	2,728	995
0095	2,722	1,585
0739	2,715	952
0440	2,711	1,627
0435	2,708	1,519
0477	2,708	1,283
0481	2,707	1,255
0180	2,706	956
0377	2,704	1,146
0221	2,702	1,092
0823	2,699	930
0356	2,698	1,404
0622	2,685	992
0158	2,670	947
0800	2,669	1,269
0431	2,669	765
0650	2,667	1,383
0108	2,667	841
0461	2,663	1,554
0375	2,663	776
0152	2,661	789
0174	2,652	1,471
0241	2,648	700
0451	2,639	1,616
0253	2,639	778
0015	2,638	1,617
0721	2,636	1,329

Precinct	Registered Voters	Turnout
0278	2,630	1,144
0881	2,629	956
0132	2,628	1,081
0147	2,626	1,075
0768	2,624	1,277
0386	2,619	1,089
0564	2,613	1,141
0631	2,609	1,287
0476	2,607	1,111
0046	2,605	740
0219	2,592	1,127
0634	2,591	888
0287	2,585	1,434
0274	2,582	1,392
0842	2,581	924
0611	2,568	864
0057	2,566	1,303
0520	2,564	856
0545	2,562	1,188
0076	2,556	1,095
0641	2,556	1,054
0267	2,552	919
0716	2,552	864
0294	2,551	1,001
0671	2,550	979
0627	2,546	890
0399	2,544	948
0116	2,543	1,585
0603	2,543	992
0576	2,543	901
0604	2,533	976
0559	2,522	918
0824	2,522	871
0111	2,519	1,215
0211	2,517	888
0087	2,516	1,590
0492	2,514	1,238
0465	2,511	1,179
0745	2,510	1,286
0220	2,502	719



Precinct	Registered Voters	Turnout
0301	2,499	719
0525	2,498	1,309
0814	2,498	862
0853	2,496	1,267
0013	2,494	1,190
0303	2,482	1,660
0396	2,469	1,020
0017	2,456	1,225
0288	2,454	985
0224	2,451	1,342
0240	2,448	945
0596	2,447	787
0208	2,444	935
0271	2,441	1,075
0384	2,434	1,035
0541	2,433	976
0566	2,428	902
0217	2,426	1,512
0626	2,418	1,188
0509	2,411	1,126
0720	2,410	1,045
0848	2,410	1,031
0270	2,399	1,099
0311	2,394	1,112
0547	2,390	950
0411	2,387	585
0479	2,384	1,272
0452	2,382	914
0157	2,382	760
0040	2,376	1,413
0266	2,375	848
0747	2,374	735
0578	2,366	1,241
0419	2,362	1,025
0165	2,357	1,196
0417	2,357	910
0572	2,350	1,044
0062	2,350	771
0050	2,341	925
0851	2,336	914

Precinct	Registered Voters	Turnout
0113	2,335	1,250
0639	2,329	995
0206	2,326	787
0103	2,321	774
0105	2,313	643
0092	2,311	1,274
0192	2,308	885
0067	2,308	736
0309	2,307	1,490
0536	2,307	860
0122	2,298	855
0613	2,296	750
0226	2,296	724
0313	2,295	1,072
0022	2,294	881
0273	2,293	1,360
0636	2,291	785
0725	2,290	827
0591	2,290	571
0065	2,281	838
0179	2,281	825
0148	2,280	1,449
0068	2,276	743
0457	2,272	782
0793	2,271	842
0499	2,270	1,421
0864	2,269	621
0133	2,257	1,390
0237	2,257	757
0130	2,253	1,422
0061	2,249	690
0183	2,240	1,409
0039	2,232	1,208
0231	2,229	739
0324	2,227	1,331
0218	2,224	954
0304	2,222	1,316
0031	2,221	774
0236	2,215	756
0140	2,214	1,095



Precinct	Registered Voters	Turnout
0507	2,214	665
0771	2,213	748
0464	2,205	971
0648	2,204	1,050
0569	2,202	1,033
0504	2,201	1,274
0038	2,200	1,175
0275	2,200	929
0210	2,190	974
0690	2,187	868
0376	2,177	644
0321	2,176	520
0497	2,175	857
0505	2,174	996
0868	2,170	697
0698	2,167	824
0456	2,166	784
0554	2,159	722
0315	2,157	1,185
0594	2,155	975
0185	2,151	877
0049	2,148	821
0687	2,146	1,073
0175	2,145	1,345
0034	2,144	1,091
0222	2,141	1,355
0128	2,140	1,303
0154	2,140	763
0216	2,140	761
0249	2,130	792
0195	2,127	812
0255	2,126	1,277
0585	2,125	643
0064	2,124	751
0319	2,115	835
0696	2,115	681
0590	2,113	1,285
0207	2,109	941
0041	2,106	944
0285	2,104	892

Precinct	Registered Voters	Turnout
0667	2,103	1,097
0053	2,103	1,057
0033	2,102	1,007
0350	2,100	1,113
0679	2,100	875
0381	2,096	595
0415	2,095	1,169
0756	2,093	679
0011	2,092	580
0471	2,090	726
0083	2,089	616
0483	2,088	1,003
0759	2,087	903
0298	2,083	1,013
0314	2,077	779
0758	2,075	998
0028	2,059	934
0699	2,053	1,001
0126	2,052	970
0593	2,051	730
0704	2,050	879
0238	2,050	689
0117	2,050	639
0445	2,048	1,081
0385	2,046	1,335
0251	2,045	806
0297	2,044	833
0692	2,043	912
0265	2,040	1,177
0732	2,039	998
0268	2,034	1,198
0239	2,034	767
0663	2,032	941
0139	2,029	1,110
0782	2,019	754
0379	2,016	892
0136	2,009	978
0599	2,009	783
0567	2,008	680
0295	2,005	650



Precinct	Registered Voters	Turnout
0665	2,004	820
0402	2,002	847
0088	1,996	655
0358	1,993	500
0081	1,990	645
0555	1,988	657
0652	1,987	948
0060	1,985	1,031
0755	1,985	648
0738	1,983	973
0549	1,981	662
0727	1,980	721
0401	1,980	627
0437	1,978	1,181
0118	1,976	1,290
0138	1,974	685
0615	1,967	979
0455	1,967	691
0711	1,966	1,004
0098	1,959	700
0248	1,958	435
0114	1,957	843
0102	1,955	551
0181	1,945	620
0134	1,940	888
0668	1,939	717
0233	1,934	964
0104	1,933	849
0327	1,929	600
0099	1,923	624
0125	1,921	768
0343	1,920	712
0473	1,918	1,108
0044	1,917	552
0360	1,916	1,007
0272	1,911	637
0014	1,909	1,102
0212	1,907	604
0498	1,903	703
0744	1,889	943

Precinct	Registered Voters	Turnout
0325	1,886	540
0726	1,884	860
0146	1,879	1,029
0496	1,877	619
0610	1,871	623
0215	1,869	1,107
0008	1,863	920
0342	1,862	452
0282	1,858	989
0378	1,858	727
0269	1,857	1,218
0059	1,851	922
0493	1,838	973
0258	1,835	1,171
0047	1,835	616
0488	1,833	712
0409	1,822	462
0190	1,819	450
0729	1,817	868
0582	1,817	583
0281	1,816	1,102
0001	1,816	741
0458	1,808	834
0794	1,805	399
0571	1,799	375
0511	1,798	890
0878	1,795	693
0071	1,793	626
0176	1,792	1,076
0448	1,790	899
0453	1,790	712
0348	1,788	832
0227	1,784	1,159
0392	1,781	759
0489	1,780	830
0010	1,778	637
0279	1,772	519
0171	1,770	552
0439	1,757	1,048
0153	1,744	538



Precinct	Registered Voters	Turnout
0188	1,743	497
0438	1,741	1,089
0689	1,740	651
0370	1,739	774
0861	1,723	573
0306	1,720	979
0792	1,716	546
0395	1,712	982
0293	1,712	946
0719	1,711	530
0257	1,711	460
0115	1,704	515
0339	1,703	623
0561	1,700	545
0063	1,694	650
0822	1,693	555
0164	1,691	606
0072	1,689	683
0051	1,688	695
0625	1,683	921
0296	1,677	902
0773	1,676	571
0467	1,672	491
0100	1,670	525
0403	1,663	1,057
0703	1,660	865
0254	1,660	365
0345	1,646	503
0491	1,645	838
0244	1,642	781
0695	1,641	468
0537	1,639	913
0189	1,636	772
0573	1,634	602
0705	1,627	362
0637	1,626	515
0323	1,625	612
0170	1,622	456
0646	1,621	601
0320	1,620	506

Precinct	Registered Voters	Turnout
0322	1,616	520
0026	1,614	637
0383	1,614	144
0178	1,613	955
0085	1,613	631
0316	1,612	957
0550	1,612	522
0214	1,605	932
0247	1,604	567
0043	1,589	584
0289	1,586	595
0107	1,583	492
0874	1,580	786
0205	1,568	618
0628	1,563	554
0432	1,562	394
0003	1,559	871
0277	1,555	527
0280	1,548	522
0723	1,547	623
0202	1,547	520
0583	1,546	540
0145	1,543	542
0441	1,533	878
0310	1,528	844
0391	1,528	721
0730	1,526	911
0632	1,521	818
0597	1,518	589
0328	1,518	436
0579	1,518	385
0752	1,511	708
0317	1,507	707
0232	1,502	880
0735	1,502	778
0570	1,499	610
0757	1,498	360
0242	1,493	451
0449	1,473	456
0487	1,470	397

Precinct	Registered Voters	Turnout
0623	1,468	658
0678	1,466	540
0037	1,463	769
0335	1,450	348
0543	1,449	493
0078	1,448	520
0807	1,448	501
0444	1,438	690
0691	1,422	710
0069	1,415	492
0430	1,412	480
0388	1,402	854
0004	1,399	819
0380	1,394	570
0284	1,381	631
0155	1,381	377
0390	1,375	717
0587	1,375	494
0144	1,373	536
0308	1,369	532
0840	1,367	453
0713	1,362	535
0575	1,359	838
0264	1,352	703
0290	1,349	490
0580	1,348	436
0795	1,346	411
0084	1,345	491
0073	1,344	631
0875	1,344	380
0082	1,341	724
0162	1,338	405
0786	1,338	328
0365	1,332	761
0235	1,328	518
0426	1,321	652
0608	1,321	357
0344	1,310	452
0653	1,308	745
0005	1,301	679

Precinct	Registered Voters	Turnout
0056	1,298	677
0349	1,296	487
0131	1,293	412
0821	1,292	384
0366	1,292	342
0230	1,290	470
0305	1,286	794
0127	1,280	446
0086	1,278	422
0066	1,273	396
0530	1,267	445
0560	1,266	384
0330	1,263	477
0194	1,253	579
0501	1,252	532
0018	1,244	787
0291	1,234	661
0292	1,233	426
0779	1,233	357
0763	1,225	329
0020	1,224	361
0329	1,221	465
0700	1,220	359
0748	1,218	367
0595	1,214	367
0423	1,211	447
0710	1,209	606
0460	1,209	440
0009	1,204	367
0052	1,202	553
0341	1,199	340
0581	1,197	510
0503	1,195	402
0177	1,192	659
0538	1,189	427
0042	1,174	470
0606	1,174	377
0434	1,171	643
0161	1,164	472
0393	1,159	402



Precinct	Registered Voters	Turnout
0447	1,157	412
0245	1,153	542
0007	1,135	443
0361	1,131	436
0032	1,129	551
0767	1,127	369
0784	1,123	399
0470	1,120	387
0584	1,118	354
0075	1,114	451
0246	1,113	596
0135	1,110	786
0025	1,108	371
0556	1,107	311
0475	1,104	332
0054	1,092	592
0250	1,087	383
0540	1,078	626
0123	1,070	538
0367	1,066	323
0532	1,059	516
0193	1,047	389
0372	1,045	457
0621	1,039	242
0070	1,038	623
0263	1,035	315
0299	1,026	265
0228	1,023	572
0589	1,019	325
0533	1,008	306
0408	1,006	264
0016	1,003	386
0728	1,001	405
0442	998	575
0712	994	372
0472	991	531
0427	989	386
0677	986	305
0624	969	353
0394	968	278

Precinct	Registered Voters	Turnout
0141	960	259
0715	955	334
0089	950	574
0433	948	344
0091	948	332
0150	940	327
0592	935	297
0827	933	198
0203	931	284
0229	927	286
0048	923	351
0607	923	178
0502	921	307
0184	920	349
0425	904	363
0429	896	404
0058	891	349
0374	886	302
0737	885	303
0151	881	298
0002	879	378
0191	878	229
0531	867	342
0120	863	248
0336	860	341
0186	860	240
0030	852	374
0166	850	329
0397	848	262
0201	846	281
0882	844	245
0160	835	349
0424	831	531
0142	821	275
0661	821	252
0355	815	292
0159	812	226
0740	810	272
0847	810	194
0777	810	177



Precinct	Registered Voters	Turnout
0012	809	276
0173	808	298
0731	804	224
0539	800	265
0225	796	254
0368	764	293
0406	750	290
0262	740	360
0382	735	249
0055	734	267
0694	730	391
0801	727	267
0021	723	289
0598	715	263
0389	714	197
0198	712	235
0685	711	299
0261	710	213
0562	709	245
0859	696	294
0326	687	220
0410	681	225
0337	681	199
0405	670	261
0781	658	264
0526	654	228
0168	650	227
0137	640	357
0693	630	304
0780	617	154
0884	617	153
0746	611	233
0019	610	152
0702	602	187
0602	595	274
0630	588	289
0787	584	163
0873	582	212
0708	579	154
0443	574	370

Precinct	Registered Voters	Turnout
0877	573	217
0750	570	195
0724	563	307
0172	560	240
0024	546	209
0707	528	236
0788	527	190
0686	523	135
0527	519	113
0094	518	184
0701	512	517
0577	509	225
0023	494	124
0106	488	86
0836	482	129
0121	474	208
0749	474	160
0796	473	172
0783	468	189
0766	468	140
0334	459	97
0706	451	215
0196	450	151
0035	448	102
0574	441	129
0077	438	139
0143	427	132
0412	423	164
0243	417	158
0101	410	128
0187	402	134
0879	398	107
0832	397	85
0839	394	100
0741	392	74
0803	384	171
0421	384	135
0846	373	84
0544	369	141
0371	349	123



Precinct	Registered Voters	Turnout
0818	347	92
0826	345	171
0802	342	148
0714	335	78
0761	315	192
0743	306	42
0811	301	113
0785	282	90
0808	272	95
0629	271	44
0872	270	100
0683	259	75
0753	250	126
0446	245	65
0810	241	61
0819	223	110
0829	214	105
0733	201	45
0369	192	72
0815	189	82
0799	179	39
0373	178	63
0854	172	52
0845	170	41
0400	170	32
0770	166	44
0535	152	36
0528	150	47
0096	148	34
0332	144	28
0546	135	46
0841	132	37
0880	130	34
0809	110	31
0837	109	60
0816	108	27
0831	92	40
0775	85	36
0776	57	6
0843	52	18

Precinct	Registered Voters	Turnout
0825	47	15
0797	37	10
0680	34	16
0852	28	7
0865	28	5
0838	27	18
0736	25	6
0167	24	8
0820	22	9
0833	20	12
0835	19	6
0844	19	5
0855	19	5
0717	18	4
0681	13	5
0790	11	2
0283	4	2
0830	3	2
0684	2	4
0346	2	2
0857	2	0
0774	1	5
0834	1	2
0806	1	1
0850	1	1
0812	1	0
0778	0	9
0789	0	8
0676	0	2
0742	0	2
0762	0	2
0860	0	2
0866	0	2
0871	0	2
0754	0	1
0769	0	1
0791	0	1
0798	0	1
0858	0	1
0209	0	0

Precinct	Registered Voters	Turnout
0331	0	0
0666	0	0
0675	0	0
0817	0	0
0856	0	0
0862	0	0
0863	0	0
0867	0	0
0869	0	0
0870	0	0
0876	0	0
0883	0	0



Hidalgo County 2002 General Election

Precinct	Registered Voters	Turnout
0039	4,028	1,123
0090	3,763	1,093
0097	3,717	1,084
0053	3,592	966
0036	3,591	1,073
0038	3,570	1,315
0007	3,526	1,136
0088	3,367	864
0020	3,354	917
0095	3,327	811
0112	3,281	783
0049	3,169	893
0056	3,161	984
0098	3,134	903
0004	3,130	1,131
0099	3,094	703
0043	3,059	750
0048	3,043	928
0096	2,966	1,382
0115	2,961	781
0050	2,892	1,189
0094	2,880	849
0010	2,858	855
0023	2,847	728
0055	2,830	826
0035	2,821	939
0047	2,676	832
0062	2,656	1,201
0068	2,629	740
0122	2,618	537
0069	2,570	698
0003	2,548	676
0054	2,397	982
0014	2,385	899
0040	2,371	635
0037	2,324	859
0061	2,299	617
0107	2,295	783

Precinct	Registered Voters	Turnout
0111	2,283	813
0011	2,245	860
0034	2,240	959
0005	2,233	567
0124	2,214	904
0042	2,197	571
0002	2,183	723
0081	2,172	814
0127	2,158	726
0051	2,139	911
0106	2,134	932
0103	2,115	989
0119	2,037	614
0077	1,883	558
0032	1,864	659
0008	1,829	666
0114	1,815	750
0065	1,799	485
0120	1,773	354
0016	1,762	545
0100	1,736	531
0067	1,717	793
0046	1,714	479
0108	1,693	573
0013	1,672	643
0045	1,672	609
0117	1,666	422
0109	1,650	451
0017	1,639	441
0059	1,634	415
0074	1,631	480
0101	1,612	551
0079	1,601	396
0052	1,563	805
0009	1,559	521
0123	1,532	566
0078	1,494	456
0113	1,490	543

Precinct	Registered Voters	Turnout
0091	1,478	311
0073	1,470	619
0027	1,444	418
0028	1,437	456
0025	1,416	432
0063	1,413	408
0060	1,402	275
0026	1,345	408
0031	1,330	262
0022	1,300	336
0071	1,299	427
0064	1,299	320
0070	1,274	278
0072	1,252	471
0058	1,241	319
0126	1,202	575
0083	1,188	517
0029	1,145	508
0041	1,096	216
0105	987	304
0057	981	220
0033	979	379
0006	974	346
0085	963	245
0116	931	259
0128	923	176
0125	855	366
0030	775	215
0075	734	226
0084	714	341
0066	661	185
0102	658	260
0087	615	484
0092	612	157
0044	564	168
0110	549	119
0015	526	111
0130	521	153
0018	497	131
0104	463	125

Precinct	Registered Voters	Turnout
0001	296	102
0129	245	96
0012	198	93
0121	182	60
0019	141	70
0089	133	50
0118	119	43
0024	108	65
0076	29	24
0021	22	8



APPENDIX B

Voting Scripts

PART 1	County	Vendor	Precinct	Start time:	4:42	Script # 81
	El Paso	Diebold	96	Time Ballot Cast:	4:47	
Tester:	NICK		Video:	Cliff Coats		
Observer	UZ		Machine: B			
PART 2	Language: English					
PART 3						
1. The Tester records the start time as shown on the test clock. The Tester displays the Test Script Number so the video camera can get a good view of the script number. Tester announces the script number and any alerts noted in the Alert box.						
2. The Tester authorizes a new ballot with the Card Programmer, inserts it into the DRE to activate a ballot.						
3. The Tester selects a language and records the language choice in the <i>Language</i> box above. The Tester passes the script to the Observer.						
4. The Observer announces each contest or measure on the attached ballot script and the selection to make for that contest or measure. The Tester makes the selection on the DRE. The Observer checks the <i>Voted</i> column after the selection is made. Ensure that the announcement is clear enough for the videocamera to record it.						
5. If the Tester makes an error in voting, for instance choosing the wrong candidate, the error may be corrected immediately on the same screen. The tester should notify the Observer that the original vote or action was in error and should be corrected. The Observer will record it as an Unscripted Error in the <i>Scr or Unscr Error</i> column on the voting script.						
6. Some ballots include Scripted Errors. These are indicated by an S in the <i>Scr or Unscr Error</i> column. See instructions in the <i>Explanation or Instructions</i> column for how to enter the error and how to handle it. The Observer will instruct the Tester how to vote the error according to the script.						
7. Tester stops at the confirmation/review screen after finishing any final script instructions that are required. The tester then calls out the selections as they appear on the confirmation/review screen.						
<ul style="list-style-type: none"> • If a selection is verified as correct, the Observer checks the <i>Valid</i> column. • If a selection is verified as incorrect, the Observer enters U in the <i>Scr or Unscr Error</i> column, and informs the Tester of the correction that is needed. <ul style="list-style-type: none"> ○ The Tester makes all the corrections noted by the Observer and returns to the confirmation screen and begins step 7 again. 						
6. When all selections are confirmed as correct, the Tester casts the ballot and records the finish time.						

El Paso County

Precinct Number: 96

Summary of Ballot Number: 81

Ballot Style: 1

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Straight Party	Democratic Party (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
United States Senator	Barbara Ann Radnotsky (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
United States Representative District 16	Silvestre Reyes (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Governor	Chris Bell (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Lieutenant Governor	Maria Luisa Alvarado (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Attorney General	David Van Os (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Comptroller of Public Accounts	Fred Head (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Commissioner of the General Land Office	Valinda Hathcox (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Commissioner of Agriculture	Hank Gilbert (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Railroad Commissioner	Date Henry (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Chief Justice, Supreme Court, Unexpired Term	Tom Oxford (LIB)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Justice, Supreme Court, Place 2	William E. "Bill" Moody (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Justice, Supreme Court, Place 4	Jerry Adkins (LIB)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Justice, Supreme Court, Place 6	Todd Phlippippi (LIB)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Justice, Supreme Court, Place 8, Unexpired Term	Phil Johnson (REP)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Presiding Judge, Court of Criminal Appeals	J.R. Molina (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Judge, Court of Criminal Appeals, Place 7	Quanah Parker (LIB)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Judge, Court of Criminal Appeals, Place 8	Charles Holcomb (REP)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Member, State Board of Education, District 1	Rene Nunez (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
State Senator, District 29	Eliot Shapleigh (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	put back button to candidate page, no change made
State Representative, District 75	Chente Quintanilla (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Justice, 8th Court of Appeals District, Place 2	Ann Crawford McClure (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Justice, 8th Court of Appeals District, Place 3	David Wellington Chew (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
District Judge, 120th Judicial District	Maria Salas-Mendoza (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
District Judge, 168th Judicial District	Guadalupe Rivera (DEM)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	

El Paso County
Precinct 96

Test Ballot # 81

Page 2 of 3



Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re- Voted	Re- Valid	Explanation or Instructions
District Judge, 171st Judicial District	Bonnie Rangel (DEM)	✓	✓				
District Judge, 205th Judicial District	Kathleen H. Olivares (DEM)	✓	✓				
District Judge, 210th Judicial District	Gonzalo Garcia (DEM)	✓	✓				
District Judge, 273rd Judicial District	David C. Guadarrama (DEM)	✓	✓				
Family District Judge, 327th Judicial District	Linda Chew (DEM)	✓	✓				
County Judge	Antonio "Anthony" Garcia (DEM)	✓	✓				
Judge, County Court at Law No. 1	Ricardo Herrera (DEM)	✓	✓				
Judge, County Court at Law No. 2	Julie Garcia (DEM)	✓	✓				
Judge, County Court at Law No. 3	Javier Alvarez (DEM)	✓	✓				
Judge, County Court at Law No. 4	Alex Gonzalez (DEM)	✓	✓				
Judge, County Court at Law No. 5	Carlos Villa (DEM)	✓	✓				
Judge, County Court at Law No. 6	M. Sue Kurita (DEM)	✓	✓				
Judge, County Court at Law No. 7	Tom Spieczny (DEM)	✓	✓				
Judge, County Criminal Court at Law No. 1	Alma R. Tejo (DEM)	✓	✓				
Judge, County Criminal Court at Law No. 2	Robert S. Archondo (DEM)	✓	✓				
Judge, County Probate Court No. 1	Yvonne Rodriguez (DEM)	✓	✓				
Judge, County Probate Court No. 2	Eduardo Gamboa (DEM)	✓	✓				
District Clerk	Gilbert Jesus Sanchez (DEM)	✓	✓				
County Clerk	Della Flores (DEM)	✓	✓				
County Commissioner, Precinct No. 1 (Current Term)	Luis C. Sarrana (DEM)	✓	✓				
Justice of the Peace, Precinct No. 4	Rosaldo Munoz, Jr. (DEM)	✓	✓				
[Review Screen]							

APPENDIX C

Activity Checklists

Texas Secretary of State November 7, 2006 Parallel Monitoring Pilot El Paso County Activity Checklist

As an activity is completed, the team lead will initial in the “complete” column. Note that some of the activities must be performed for both DRE units. This checklist will be turned in at the end of the testing along with other testing documentation.

A. Prior to Monday November 6, 2002		Complete
A1	Team lead picks up testing materials from the project manager at HBMG, including test scripts, forms, team member badges, and equipment. PM advises the team lead of the precinct to select.	N.O.
B. Monday November 6, 2002		Complete
B1	Team members travel to El Paso County, pick up vehicle.	N.O.
B2	Team checks into La Quinta before continuing on to testing site	N.O.
B3	The team lead and the team members will meet with county representatives to review the testing room, ensure that participants understand all county procedures and protocols, confirm arrival time Tuesday morning, and identify any county personnel who may be working with the team.	N.O.
B4	The team lead will advise the election systems administrator of the precinct that was chosen for the test. The administrator will create two replacement DREs to exchange for the DREs the team will take from the precinct to test.	→ DISCREPANCY REPORT #2
B5	The administrator and the team will drive to the selected precinct, and swap the new DREs for two in the precinct selected at random. The team will return to the elections warehouse where the DREs will be secured until Tuesday morning when testing begins.	N.O.
B6	The Team Lead will complete the Voting System Component Selection form including any additional equipment that is needed for a fully functional precinct system.	(28) EAD
B7	Team meets afterwards to discuss questions arising from warehouse visit.	✓
B8	The Team Lead will receive calls from the other team leads by 9:00 pm CST to confirming that all personnel have arrived, and have been informed of the time and place to meet Tuesday morning to travel to the testing location. Note the time of the status calls. Hidalgo <u>4:33 9:33 MST</u> Harris <u>8:04 MST</u>	No
C. Tuesday November 8, 2006		Complete
C1	Team members meet at the assigned time and location to travel to the testing location.	✓
C2	Team Rules: <ul style="list-style-type: none"> • Team Lead will distribute member badges and ensure they are affixed appropriately on clothing. Badges must be worn and visible the entire day. • All cell phones are turned off except for the team lead who must be available at all times during the day. • The original testing documentation will 	N.A.

	<ul style="list-style-type: none"> ➤ Not be out of sight of the team lead ✓ ➤ Be returned to the team lead and secured according to program procedures. • The electronic voting equipment <ul style="list-style-type: none"> ➤ Not be out of sight of the team lead ➤ Be returned to the team lead and secured according to program procedures. • The video will be running continuously from the securing of the equipment to its being locked down after the test is complete. ✓ 	
C3	The test team travels to the testing location. The location for El Paso county is the county elections warehouse.	NO
C4	<p>The Team Lead will meet county representatives at the warehouse to determine if</p> <ol style="list-style-type: none"> 1. A county representative will be present when the zero totals tapes are generated 2. A county representative will be present when the final tally tapes are generated. <p><i>Note: Requests by county representatives for copies of any testing materials or documentation will be made to Katie Morrissey of the SOS office.</i> ✓</p>	NO YES
C5	<p>The video operator captures the team being escorted to the equipment storage location and the subsequent move or monitoring of the movement of the test equipment to the testing room.</p> <p><i>Note: No public observers are allowed during this testing session.</i> ✓</p> <p>AND ✓</p> <p><i>The camera used to capture the equipment being moved becomes the "panorama" camera.</i> ✓</p>	N.O
C6	The video camera operator sets up the video equipment, verifying that the video clock is accurate. Video operator labels tapes with the SOS Parallel Monitoring Labels.	NO
C7	The video operator videotapes all the equipment seals to ensure that all seals are intact.	NO
C8	The team lead ensures all the electronic and paperwork components for the precinct test are present.	NO
C9	The team lead completes the Equipment Security and Chain of Custody form Section 1 – Pre-Test Equipment Security Verification.	NO
C10	The team sets up the equipment according to the county's pollworker guide and/or the vendor's equipment manuals. Clean off residual security tape glue with alcohol swabs.	NO
C11	<p>Team organizes room for testing activities. Video operator sets up one camera to capture unobstructed views of DRE screens at all times. The second camera will be set up to capture an unobstructed view of all testing activities. The testing clock will be set up so it is visible to the second camera at all times.</p> <p>Record time video recording of DRE screens began: <u>7:19</u></p>	N.O
C12	<p>Power on the DRE equipment, and record the terminal serial number, software version, Public and Protective vote counts displayed on the first DRE:</p> <p>Terminal SN: <u>145251</u></p> <p>Software Version: _____</p>	



EASTWOOD HEIGHTS ELEMENTARY

	Public counter <u>380</u> Protective Counter <u>0</u> Record the terminal serial number, software version, Public and Protective vote counts displayed on the second DRE: Terminal SN: <u>145 196</u> Software Version: _____ Public counter <u>0</u> Protective Counter <u>417</u>	
C13	If the county representatives wish to be present for generation of the zero tape, let them know you are preparing to execute this task.	NO
C14	Generate the zero total tape according to instructions in the county's pollworker manual or the vendor's operation manual. If the county representatives want a copy of the tape, generate a second tape for them.	NO
C15	Place the zero total tape in the designated folder in the testing artifacts pouch.	
Open the polls. Testing begins at 7:00 a.m.		Compl
D1	Begin testing promptly at 7:00 a.m. Do not start early even if the team is ready. 7:19 MST Make sure the video camera is recording even if the testing has not begun	NO
D2	Receive calls from other Team Leads at 8:00 CST reporting Opening of the Polls and the team lead contact number. Note the time of the status calls. Hidalgo <u>9:34 MST</u> Harris <u>8:03 MST</u>	N.C.
D3	If the testing does not begin at 7:00 a.m., note the reason the team is late and complete a Discrepancy Report.	N.C.
D5	Conduct testing as indicated by the Test Script Schedule. Complete discrepancy reports for any deviation from the test scripts that causes interruption of the testing process or that may affect the accuracy of the results.	N.C.
D6	Log any calls from other team leads that report any issues that halts testing or impact testing results.	
D10	Execute Test Scripts 7:00 – 9:00	} ad hoc
D11	Break 9:00 – 9:30	
D12	Execute Test Scripts 9:30 – 11:00	
D13	Lunch Break 11:00 – 11:30	
D15	Execute Test Scripts 11:30 – 1:30	
D16	Break 1:30 – 2:00	
D17	Receive and note the time of scheduled status calls from to the Team Leads at 1:30 P.M. CST . Hidalgo <u>2:45 MST</u> Harris <u>12:32 12:50 1:50 MST</u>	N.C.
D20	Execute Test Scripts 2:00 – 4:30	



D21	Dinner break 4:30 – 5:00	
D22	Execute Test Scripts 5:00 – 7:00	
Close the polls. Testing ends at 7:00 p.m.		Completed
E1	Execute test scripts until 7:00 p.m. Do not close polls before 7:00 even if all tests have been completed. If testing has not been completed, finish the script you are working on, then stop. Complete a discrepancy report indicating which script numbers you were unable to complete.	7:01 N.O.
E2	Close the polls according to the instructions in the county's pollworker manual or in the vendor's instruction manual.	N.O.
E3	Record the Public and Protective vote counts displayed on the first DRE: Public counter <u>50</u> Protective Counter <u>467</u> Record the Public and Protective vote counts displayed on the second DRE: Public counter <u>50</u> Protective Counter <u>430</u>	N.O.
E4	If the county representatives have indicated that they want to be present for the generation of the tally tapes, let them know you are preparing to execute this task	N.O.
E5	Generate the tally tapes according to the county's pollworker manual or the vendor's instruction manual. If the county representatives want a tally tape, generate another one for them and mark the tape with the DRE unit serial number, your initials, and "Second Tally Tape".	N.O.
E6	Place the tally tape in the designated folder in the testing artifacts pouch.	N.O.
E8	The team lead completes the <i>Equipment Security and Chain of Custody – Section 2, Post-Test Equipment Security Documentation</i> . Both the county representative and the Team lead must sign this section <i>SEE COUNTY FORM with SEAL #5</i>	
E9	Put <u>SOS seals</u> on all closed systems. Place the zip lock bag with the remaining swabs on the DRE units so county personnel have the swabs when they remove the seals after the testing equipment is released to inventory.	N.O.
E10	Move, or monitor the moving of the testing equipment back to the secure storage area.	N.O.
E11	The team lead completes the <i>Test Artifact Inventory Checklist</i> to ensure all artifacts are inventoried, secured, and returned to HBMG for evaluation. The team lead gives the county representative a copy of the checklist before leaving the testing facility. — <u>11/08/06</u>	N.O.
E12	The Team lead receives calls from the other team leads reporting that the testing activities are complete and the teams is leaving their testing facilities. Note the time of the calls Hidalgo <u>6:44 MST</u> Harris <u>7:4 6:39 MST</u>	N.O.

E13	The Team lead confirms the team debrief meeting time for the morning of November 8, 2005.	N.O.
F. Wednesday, November 8, 2006		Completed
F1	Team members hold a debrief meeting to go over the debrief checklist and any other issues and observations the team members wish to bring up about the test.	N.O.
F2	The team members travel back to their home sites.	N.O.
G. Thursday November 9, 2006		Completed
G1	The team leads turn over testing artifacts to the Project Manager and participate in a debriefing meeting.	N.O.

Team Lead Nick Osborn


 Signature

**Texas Secretary of State
November 7, 2006 Parallel Monitoring Pilot
Harris County Activity Checklist**

As an activity is completed, the team lead will initial in the "complete" column. Note that some of the activities must be performed for both DRE units. This checklist will be turned in at the end of the testing along with other testing documentation.

A. Prior to Monday November 6, 2002		Complete
A1	Terri picks up testing materials from the project manager at HBMG, including test scripts, forms, team member badges, and equipment.	✓
B. Monday November 6, 2002		Complete-
B1	Team members meet between 8-9:00AM, Monday, November 6th, 2006 -- at HBMG Inc., in Austin to drive to Harris County.	<i>in offices of HBMG</i>
B2	Team checks into Hotel in Houston	<i>2nd</i>
B3	Team meets with county representatives to review the testing room, ensure that participants understand all county procedures and protocols, confirm arrival time Tuesday morning, and identify any county personnel who may be working with the team.	<i>1st</i>
B7	Team meets afterwards to discuss questions arising from warehouse visit.	<i>@dunnei</i>
B8	Terri will call the project manager by 9:00 pm CST to confirm that all personnel have arrived, and have been informed of the time and place to meet Tuesday morning to travel to the testing location.	<i>done</i>
C. Tuesday November 8, 2006		Complete
C1	Team members meet at the assigned time and location to travel to the testing location.	✓
C2	Team Rules: <ul style="list-style-type: none"> • Terri will distribute member badges and ensure they are affixed appropriately on clothing. Badges must be worn and visible the entire day. ✓ • All cell phones are turned off except for the team lead who must be available at all times during the day. ✓ • The original testing documentation will ✓ <ul style="list-style-type: none"> ➤ Not be out of sight of the team lead ➤ Be returned to the team lead and secured according to program procedures. • The electronic voting equipment ✓ <ul style="list-style-type: none"> ➤ Not be out of sight of the team lead ➤ Be returned to the team lead and secured according to program procedures. • The video will be running continuously from the securing of the equipment to its being locked down after the test is complete. ✓ 	
C3	The test team travels to the testing location.	<i>one car</i>



C4	<p>Terri will meet county representatives at the warehouse and request the following:</p> <ol style="list-style-type: none"> 1. A county representative be present when the zero totals tapes are generated 2. A county representative be present when the final tally tapes are generated. <p><i>Note: Requests by county representatives for copies of any testing materials or documentation will be made to Katie Morrisey of the SOS office.</i></p>	
C5	<p>The video operator captures the team being escorted to the equipment storage location and the subsequent move or monitoring of the movement of the test equipment to the testing room.</p> <p><i>Note: No public observers are allowed during this testing session.</i></p> <p>AND</p> <p><i>The camera used to capture the equipment being moved becomes the "panorama" camera.</i></p>	✓
C6	<p>The video camera operator sets up the video equipment, verifying that the video clock is accurate. Video operator labels tapes with the SOS Parallel Monitoring Labels.</p>	✓
C7	<p>The video operator videotapes all the equipment seals to ensure that all seals are intact.</p>	✓
C8	<p>The team lead ensures all the electronic and paperwork components for the precinct test are present.</p>	✓
C9	<p>The team lead completes the Equipment Security and Chain of Custody form Section 1 – Pre-Test Equipment Security Verification.</p>	✓
C10	<p>The team sets up the equipment according to the county's pollworker guide and/or the vendor's equipment manuals.</p> <p><i>Note: Clean off residual security tape glue with alcohol swabs.</i></p>	✓
C11	<p>Team organizes room for testing activities. Video operator sets up one camera to capture unobstructed views of DRE screens at all times. The second camera will be set up to capture an unobstructed view of all testing activities. The testing clock will be set up so it is visible to the second camera at all times.</p> <p>Record time video recording of DRE screens began: _____</p>	See video logs

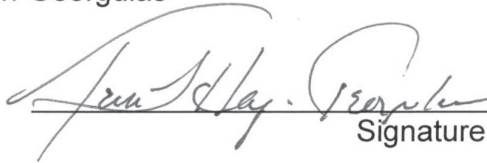
C12	<p>Power on the DRE equipment, and record the terminal serial number, The Judge's Booth Controller (JBC) serial number, software version, Public and Protective vote counts displayed on the first eSlate:</p> <p>Terminal SN: _____ JBC SN: _____</p> <p>Software Version: _____</p> <p>Public counter _____ Protective Counter _____</p> <p>Record the terminal serial number, software version, Public and Protective vote counts displayed on the second eSlate:</p> <p>Terminal SN: _____</p> <p>Software Version: _____</p> <p>Public counter _____ Protective Counter _____</p>	
C13	Request that the county representative be present for generation of the zero tape. Let them know you are preparing to execute this task.	
C14	Generate the zero total tape according to instructions in the county's poll worker manual or the vendor's operation manual. If the county representatives want a copy of the tape, generate a second tape for them.	✓
C15	Place the zero total tape in the designated folder in the testing artifacts pouch.	✓
Open the polls. Testing begins at 7:00 a.m.		Completed
D1	Begin testing promptly at 7:00 a.m. Do not start early even if the team is ready.	✓
	Make sure the video camera is recording even if the testing has not begun	✓
D2	Call the Project Manager at 8:00 to provide a status report on Opening the Polls and to confirm the team lead contact number.	✓
	If the testing does not begin at 7:00 a.m., note the reason the team is late and complete a Discrepancy Report.	
D5	Conduct testing as indicated by the Test Script Schedule. Complete discrepancy reports for any deviation from the test scripts, the test script schedule, or equipment malfunction.	✓
D6	Call the Project Manager if an issue arises that halts testing or impacts testing results. Refer to the Discrepancy Reporting Instructions.	poll watcher @ 8:15 AM
D10	Execute Test Scripts 7:00 – 9:00	
D11	Break 9:00 – 9:30	No 30 min Breaks please !!
D12	Execute Test Scripts 9:30 – 11:00	
D13	Lunch Break 11:00 – 11:30	
D15	Execute Test Scripts 11:30 – 1:30	
D16	Break 1:30 – 2:00	
D17	Call the Project Manager at 1:30 CST to provide a status report.	1:30 PM



D20	Execute Test Scripts 2:00 – 4:30	
D21	Dinner break 4:30 – 5:00	
D22	Execute Test Scripts 5:00 – 7:00	
E.	Close the polls. Testing ends at 7:00 p.m.	Completed
E1	Execute test scripts until 7:00 p.m. Do not close polls before 7:00 even if all tests have been completed. If testing has not been completed, finish the script you are working on, then stop. Complete a discrepancy report indicating which script numbers you were unable to complete.	✓
E2	Close the polls according to the instructions in the county's pollworker manual or in the vendor's instruction manual.	✓
E3	Record the Public and Protective vote counts displayed on the first DRE: Public counter _____ Protective Counter _____ Record the Public and Protective vote counts displayed on the second DRE: Public counter _____ Protective Counter _____	see logs
E4	If the county representatives have indicated that they want to be present for the generation of the tally tapes, let them know you are preparing to execute this task	
E5	Generate the tally tapes according to the county's pollworker manual or the vendor's instruction manual. If the county representatives want a tally tape, generate another one for them and mark the tape with the DRE unit serial number, your initials, and "Second Tally Tape".	✓
E6	Place the tally tape in the designated folder in the testing artifacts pouch.	✓
E7	Remove and secure the MBB and memory cards in the equipment money bag . Note the serial numbers of the seals on the <i>Test Artifact Inventory Checklist</i> .	NA
E8	The team lead completes the <i>Equipment Security and Chain of Custody – Section 2, Post-Test Equipment Security Documentation</i> . Both the county representative and the Team lead must sign this section	
E9	Put SOS seals on all closed systems. Place the zip lock bag with the remaining swabs on the DRE units so county personnel have the swabs when they remove the seals after the testing equipment is released to inventory	✓
E10	Move, or monitor the moving of the testing equipment back to the secure storage area.	
E11	The team lead completes the <i>Test Artifact Inventory Checklist</i> to ensure all artifacts are inventoried, secured, and returned to HBMG for evaluation. The team lead gives the county representative a copy of the checklist before leaving the testing facility.	✓
E12	The Team lead calls the Project Manager to report that the testing activities are complete and the team is leaving the testing facility at about 8:00-8:30pm.	✓
E13	The Team lead confirms the team debriefing meeting time for the morning of	@tonch

	November 8, 2005.	
F.	Wednesday, November 8, 2006	Completed
F1	Team members hold a debrief meeting to go over the debrief checklist and any other issues and observations the team members wish to bring up about the test.	@/over in the
F2	The team members travel back to their home sites.	
	Thursday November 9, 2006	Completed
G1	The team leads turn over testing artifacts to the Project Manager and participate in a debriefing meeting.	✓

Team Lead: Terri L. Hagen-Georgulas



 Signature



**Texas Secretary of State
November 7, 2006 Parallel Monitoring Pilot
Hidalgo County Activity Checklist**

As an activity is completed, the team lead will initial in the “complete” column. Note that some of the activities must be performed for both DRE units. This checklist will be turned in at the end of the testing along with other testing documentation.

Prior to Monday November 6, 2002		Complete
1	Team lead picks up testing materials from the project manager at HBMG, including test scripts, forms, team member badges, and equipment. PM advises the team lead of the precinct to select.	atj
Monday November 6, 2002		Complete
2	Team members travel to Hidalgo County, pick up vehicle.	atj
3	Art and the team members and Andy Pennington meet with county representatives to review the testing room, ensure that participants understand all county procedures and protocols, confirm arrival time Tuesday morning, and identify any county personnel who may be working with the team.	atj
4	Art lead will advise Mike of the precinct that was chosen for the test. Mike will create all the PEBs, memory cards, and other peripheral equipment that will be needed for the test in a precinct. Mike will lock the devices in a money bag in the same way precinct equipment is handled.	atj prec39
5	Mike, Art, Andy, and any of the team Art includes, will drive to the selected precinct, and swap the new bag for the current bag in the precinct cage. Art will keep the bag secure until Tuesday morning when testing begins.	atj
6	Art will complete the Voting System Component Selection form, adding the items contained in the Money bag.	atj
7	Art will call the project manager by 9:00 pm CST to confirm that all personnel have arrived, and have been informed of the time and place to meet Tuesday morning to travel to the testing location.	atj
Tuesday November 8, 2006		Complete
8	Team members meet at the assigned time and location to travel to the testing location.	atj
9	Art will distribute member badges and ensure they are affixed appropriately on clothing. All cell phones are turned off except for the team lead who must be available at all times during the day.	atj
10	The test team travels to the testing location. The location for Hidalgo county is the county elections office warehouse.	atj
11	Art will meets county representatives at the warehouse and documents the following: <ol style="list-style-type: none"> 1. The testing team will display the official Inspector badges at all times 2. Confirm that copies of the testing tapes will be delivered to the designated Hidalgo County Clerk official as soon HBMG can process them after November 14, 2006 3. Enquire whether the county representative wants to be present when the 	atj



	<p>zero totals tapes are generated</p> <p>4. Enquire whether the county representative wants to be present when the final tally tapes are generated.</p> <p>If the county representative requests copies of any testing documentation, the team lead will accompany the county representative to the copying location and maintain visual contact with all testing materials. The original testing documentation will be returned to the team lead and secured according to program procedures.</p>	atj
12	The team is escorted to the equipment storage location and moves or monitors the movement of the test equipment to the testing room. Note that no public observers are allowed during this testing session.	atj
13	The video camera operator sets up the video equipment, verifying that the video clock is accurate. Video operator labels tapes with the SOS Parallel Monitoring Labels.	atj
14	The video operator videotapes all the equipment seals to ensure that all seals are intact. Seal # 600 67900	atj
15	The team lead unlocks the money bag and inventories the contents to ensure all the components for the precinct are present.	atj
16	The team lead completes the Equipment Security and Chain of Custody form Section 1 – Pre-Test Equipment Security Verification.	atj
17	The team sets up the equipment according to the county's pollworker guide and/or the vendors equipment manuals. Clean off residual security tape glue with alcohol swabs.	atj
18	<p>Team organizes room for testing activities. Video operator sets up cameras to capture unobstructed view of DRE screens at all times.</p> <p>Record time video recording of DRE screens began: _____</p>	atj
19	<p>Power on the DRE equipment.</p> <p>Record the terminal serial number, PEB serial number, software version, Public and Protective vote counts displayed on the first DRE:</p> <p>Terminal SN: <u>5132620</u> PEB SN: <u>PS0161694</u> <u>PS0176164</u></p> <p>Software Version: _____</p> <p>Public counter _____ Protective Counter _____</p> <p>Record the terminal serial number, software version, Public and Protective vote counts displayed on the first DRE:</p> <p>Terminal SN: <u>5112990</u> PEB SN: <u>PS0161694</u></p> <p>Software Version: _____</p> <p>Public counter _____ Protective Counter _____</p>	



20	If the county representatives wish to be present for generation of the zero tape, let them know you are preparing to execute this task.	
21	Generate the zero total tape according to instructions in the county's pollworker manual or the vendor's operation manual. If the county representatives want a copy of the tape, generate a second tape for them.	
22	Place the zero total tape in the designated folder in the testing artifacts pouch.	
Open the polls. Testing begins at 7:00 a.m.		Completed
23	Begin testing promptly at 7:00 a.m. Do not start early even if the team is ready. Make sure the video camera is recording even if the testing has not begun	ah
24	Call the Project Manager to report Opening of the Polls and to confirm the team lead contact number. If the testing does not begin at 7:00 a.m., note the reason the team is late and complete a Discrepancy Report.	ah
25	Conduct testing as indicated by the Test Script Schedule. Complete discrepancy reports for any deviation from the test scripts, the test script schedule, or equipment malfunction.	ah
26	Call the Project Manager if an issue arises that halts testing or impacts testing results. Refer to the Discrepancy Reporting Instructions.	ah
27	Conduct a scheduled status call to the Project Manager at 9:30 a.m.	ah
28	Conduct a scheduled status call to the Project Manager at 1:30 a.m.	ah
29	Conduct a scheduled status call to the Project Manager at 5:35 a.m.	ah
Close the polls. Testing ends at 7:00 p.m.		Completed
30	Execute test scripts until 7:00 p.m. Do not close polls before 7:00 even if all tests have been completed. If testing has not been completed, finish the script you are working on, then stop. Complete a discrepancy report indicating which script numbers you were unable to complete.	
		Completed
31	If the county representatives have indicated that they want to be present for the generation of the tally tapes, let them know you are preparing to execute this task	
32	Generate the tally tapes according to the county's pollworker manual or the vendor's instruction manual. If the county representatives want a tally tape, generate another one for them and mark the tape with the DRE unit serial number, your initials, and "Second Tally Tape".	
33	Place the tally tape in the designated folder in the testing artifacts pouch.	
34	Remove and secure the MBB and memory cards in the equipment money bag. Note the serial numbers of the seals on the <i>Test Artifact Inventory Checklist</i> .	
35	The team lead completes the <i>Equipment Security and Chain of Custody – Section 2, Post-Test Equipment Security Documentation</i> . Both the county representative and the Team lead must sign this section	
36	Place the zip lock bag with the remaining swabs on the DRE units so county	

	personnel have the swabs when they remove the seals after the testing equipment is released to inventory.	
37	Move, or monitor the moving of the testing equipment back to the secure storage area.	
38	The team lead completes the <i>Test Artifact Inventory Checklist</i> to ensure all artifacts are inventoried, secured, and returned to HBMG for evaluation. The team lead gives the county representative a copy of the checklist before leaving the testing facility.	
39	The Team lead calls the Project Manager to report that the testing activities are complete and the team is leaving the testing facility.	
40	The Team lead confirms the team debrief meeting time for the morning of November 8, 2005.	
Wednesday, November 8, 2006		Completed
41	Team members hold a debrief meeting to go over the debrief checklist and any other issues and observations the team members wish to bring up about the test.	
42	The team members travel back to their home sites.	
Thursday November 9, 2006		Completed
43	The team leads turn over testing artifacts to the Project Manager and participate in a debriefing meeting.	
<p>Team Lead Arturo Garcia _____ Signature</p>		



APPENDIX D

Videotape Logs

HARRIS COUNTY -- SECRETARY OF STATE VIDEO LOG

A CAMERA <i>panoramic</i>				B CAMERA <i>close up</i>				Notes:
Usually the 'close-up camera'				Usually the 'panoramic camera'				
Tape #	APPROXIMATE TAPE STARTED / ENDED	NUMBER SCRIPT COMPLETED	INITIALS LOGGED BY:	Tape	APPROXIMATE TAPE STARTED / ENDED	NUMBER SCRIPT COMPLETED	INITIALS LOGGED BY:	
1	6:20 / 7:15	1	BDC	6:25 / 7:15	1	BDC	obtaining voting equipment w/ Cam A, set up w/ both, Estate "A"	
2	7:15 / 8:15	6	BDC	7:15 / 8:15	6	BDC	Estate "A"	
3	8:15 / 9:10	11	BDC	8:15 / 9:10	11	BDC	script 7 on "A", switch to Estate "B"	
4	9:10 / 10:05	16	BDC	9:10 / 10:05	16	BDC	Estate "B"	
5	10:05 / 11:00	25	BDC	10:05 / 11:00	25	BDC	Estate "A"	
6	11:00 / 12:00	32	BDC	11:00 / 12:00	32	BDC	Estate "B"	
7	12:00 / 12:55	40	BDC	12:00 / 12:55	40	BDC	Estate "A"	
8	12:55 / 1:50	47	BDC	12:55 / 1:50	47	BDC	Estate "B"	
9	1:50 / 2:45	52	BDC	1:50 / 2:45	52	BDC	small break, both inside & start Estate "A"	
10	2:45 / 3:40	59	BDC	2:45 / 3:40	59	BDC	Estate "B"	
11	3:40 / 4:30	66	BDC	3:40 / 4:30	66	BDC	False start on camera A, battery low, changed, stopped tape, rewound, started again - B continued to roll	
12	4:30 / 5:25	73	BDC	4:30 / 5:25	73	BDC	Estate "B"	
13	5:25 / 6:20	82	BDC	5:25 / 6:20	82	BDC	Estate "A"	
14	6:20 / 6:55	88	BDC	6:20 / 6:55	88	BDC	Estate "B"	
15	6:55 / 7:40	NA	BDC	6:55 / 7:40	NA	BDC	closing polls	
	/			/				
	/			/				
	/			/				
	/			/				
	/			/				



EL PASO COUNTY -- SECRETARY OF STATE VIDEO LOG

A CAMERA				B CAMERA				Notes:
Usually the 'close up camera'				Usually the 'panoramic camera'				
Tape #	APPROXIMATE TIME TAPE STARTED / ENDED	NUMBER LAST SCRIPT COMPLETED		APPROXIMATE TIME TAPE STARTED / ENDED	NUMBER LAST SCRIPT COMPLETED	Initials Logged by:		
1	7:19 / 8:05	5		7:00 / 7:45	2	CNC		
2	8:06 / 8:54	12		7:45 / 8:28	8	CNC		
3	8:56 / 9:45	21		8:28 / 9:16	16	CNC		
4	9:46 / 10:39	30		9:16 / 10:11	26	CNC		
5	10:40 / 11:33	37		10:11 / 11:00	32	CNC		
6	11:34 / 12:30	43		11:00 / 11:48	40	CNC		
7	12:31 / 1:25	53		11:48 / 12:46	47	CNC		
8	1:25 / 2:24	66		12:46 / 1:27	53	CNC		
9	2:25 / 3:22	71		1:27 / 2:25	66	CNC		
10	3:22 / 4:20	78		2:25 / 3:24	71	CNC		
11	4:40 / 5:06	81		3:25 / 4:20	78	CNC	Camera A switched to standby ; lost 20 min.	
12	5:06 / 6:00	91		4:22 / 5:05	81	CNC		
13	6:00 / 7:00	101		5:05 / 6:00	91	CNC		
14	/			6:00 / 6:58	100	CNC	last vote and wrap up on B14	
15	/			/				
	/			/				
	/			/				
	/			/				
	/			/				
	/			/				

HIDALGO COUNTY -- SECRETARY OF STATE VIDEO LOG

Tape #	A CAMERA <i>Usually the 'close up camera'</i>			B CAMERA <i>Usually the 'panoramic camera'</i>			Notes:	Voting Machine
	APPROXIMATE TAPE STARTED / ENDED	NUMBER SCRIPT COMPLETED	INITIALS LOGGED BY:	APPROXIMATE TAPE STARTED / ENDED	NUMBER SCRIPT COMPLETED	INITIALS LOGGED BY:		
1	7:05 / 7:45	5	AAS	6:45 / 7:40	5	AAS	Reset camera A after 1st script Font is small and backlit - difficult to film	A
2	7:45 / 8:40	11	AAS	7:40 / 8:35	11	AAS	Reset Camera A again for better view	A
3	8:40 / 9:25	21	AAS	8:35 / 9:20	21	AAS	Removed left panel from Voting Machine A	A
4	9:25 / 10:30	26	AAS	9:20 / 10:25	26	AAS	Breakfast Break at beginning	A
5	10:30 / 11:00	30	AAS	10:25 / 10:55	30	AAS	Changing to Voting Machine B	A
6	11:00 / 11:52	37	AAS	10:55 / 11:48	37	AAS	Began lunch breaks / Reset camera A to get more of the screen	B
7	11:52 / 12:50	45	AAS	11:48 / 12:45	45	AAS	Reset Camera B tripod during switch	B
8	12:50 / 1:43	53	AAS	12:45 / 1:38	53	AAS	Election workers came through (3)	B
9	1:43 / 2:40	60	AAS	1:38 / 2:35	60	AAS	Camera B ran out of Battery 52 min in	B
10	2:40 / 3:35	65	AAS	2:35 / 3:30	63	AAS	Break at beginning / Back to Voting Machine A	A
11	3:35 / 4:35	71	AAS	3:30 / 4:30	71	AAS	Audio on Camera A Left channel only	A
12	4:35 / 5:30	74	AAS	4:30 / 5:25	74	AAS	Break at beginning	A
13	5:30 / 6:30	82	AAS	5:25 / 6:25	82	AAS	Moved to Voting Machine B	B
14	6:30 / 7:25	87	AAS	6:25 / 7:20	87	AAS	Moved to Voting Machine A	A
15	/			/			↳ Includes Breakdown	
16	/			/				
17	/			/				
18	/			/				
19	/			/				



Texas Secretary of State
November 7, 2006 Parallel Monitoring Pilot
Discrepancy Log

County: El Paso DRE serial number N/A
 Team lead: Nick Osborn Team member: Liz Fisher
 Videographer: Cliff Coats Team member: Kevin Barton

Report No	Brief Description of Issue/Resolution	Test Number	Tester/Observer	Time of Discrepancy	Team Lead Signature
1	START LATE	N/A	N/A	7:19	Nick Osborn
2	DREs NOT AVAILABLE 11/6	N/A	N/A	11/6 4:30 P.M.	Nick Osborn
3	MONITOR CAMERA UNPLUGGED	79, 80	NICK LIZ	4:33 - 4:40	Nick Osborn
4	SCRIPT ERROR FOR CHIEF JUSTICE	94	NICK LIZ	6:15	Nick Osborn
5					
6					
7					
8					

**Texas Secretary of State
November 7, 2006 Parallel Monitoring Pilot
Discrepancy Log**

County: Hidalgo DRE serial number _____
 Team lead: Art Garcia Team member: Sam Brandon
 Videographer: Aaron Sanders Team member: Ernesto Ballesteros

Report No	Brief Description of Issue/Resolution	Test Number	Tester/Observer	Time of Discrepancy	Team Lead Signature
1	Camera-10 ran out of battery	45	REUNINGTON BRANDON	1:38	<i>[Signature]</i>
2	No Zero Tape taken at beginning of testing	N/A	ART GARCIA	N/A	<i>[Signature]</i>
3a	due to no printer available				
4					
5					
6					
7					
8					



APPENDIX F

Discrepancy Reports

Texas Secretary of State
November 7, 2006 Parallel Monitoring Pilot

El Paso County Discrepancy Report No. 1

DRE Serial Number N/A Time 7:19

1. Provide a detailed description of the issue (e.g. had to restart the test process because of significant error, equipment malfunction).

TRAFFIC PROBLEMS PREVENTED US FROM
PICKING UP DRES FROM THE PRECINCT ON TIME

2. If applicable, record the test script number the team was executing: N/A

3. Has this issue delayed or halted testing or will it impact expected results? Yes No
If yes, call your SOS contact, indicate the time of the call and document the discussion and resolution below:

DELAYED

4. Does this issue require further action by the SOS Office? Yes No
If yes, describe the action required.

5. Ask the County Team Leader to review and, if the Team Leader approves the documentation above, sign off on this Report. Once the report has been signed, the Team Leader will record the appropriate information in the Discrepancy Log.

6. Report Completed by: NICK OSBORN

7. Report Reviewed and Approved by County Team Leader:

Nick Osborn



Texas Secretary of State
November 7, 2006 Parallel Monitoring Pilot

El Paso County Discrepancy Report No. 2

DRE Serial Number N/A Time 4:30 11/06

1. Provide a detailed description of the issue (e.g. had to restart the test process because of significant error, equipment malfunction).

MACHINES WERE NOT AVAILABLE 11/06 BECAUSE SCHOOLS WERE CLOSED FOR THE DAY

2. If applicable, record the test script number the team was executing: N/A

3. Has this issue delayed or halted testing or will it impact expected results? Yes No
If yes, call your SOS contact, indicate the time of the call and document the discussion and resolution below:

DELAYED OPENING POLLS BECAUSE WE HAD TO PICK UP DRES FROM THE SCHOOL AT 6:30 AM.

4. Does this issue require further action by the SOS Office? Yes No
If yes, describe the action required.

5. Ask the County Team Leader to review and, if the Team Leader approves the documentation above, sign off on this Report. Once the report has been signed, the Team Leader will record the appropriate information in the Discrepancy Log.

6. Report Completed by: Nick OSBORN

7. Report Reviewed and Approved by County Team Leader:

Nick Osborn

Texas Secretary of State
November 7, 2006 Parallel Monitoring Pilot

El Paso County Discrepancy Report No. 3

DRE Serial Number 145196 Time 4:33-4:40

1. Provide a detailed description of the issue (e.g. had to restart the test process because of significant error, equipment malfunction).

DRE CAMERA BECAME UNPLUGGED, MISSED BALLOTS
79-80

2. If applicable, record the test script number the team was executing: 79-80

3. Has this issue delayed or halted testing or will it impact expected results? Yes No
If yes, call your SOS contact, indicate the time of the call and document the discussion and resolution below:

DONT KNOW IF IT WILL AFFECT RESULTS

4. Does this issue require further action by the SOS Office? Yes No
If yes, describe the action required.

5. Ask the County Team Leader to review and, if the Team Leader approves the documentation above, sign off on this Report. Once the report has been signed, the Team Leader will record the appropriate information in the Discrepancy Log.

6. Report Completed by: NICK OSBORN

7. Report Reviewed and Approved by County Team Leader:

Nick Osborn

Texas Secretary of State
November 7, 2006 Parallel Monitoring Pilot

El Paso County Discrepancy Report No. 4

DRE Serial Number 145 251 Time 6:15

1. Provide a detailed description of the issue (e.g. had to restart the test process because of significant error, equipment malfunction).

SCRIPT WAS IN ERROR - CALLED FOR VOTING FOR JAY COOKING HAM, SHOULD HAVE BEEN TOM OXFORD

2. If applicable, record the test script number the team was executing: 94

3. Has this issue delayed or halted testing or will it impact expected results? Yes No
If yes, call your SOS contact, indicate the time of the call and document the discussion and resolution below:

CHECK SPREAD SHEET TO MAKE SURE CORRECT CANDIDATES ARE ADDED TO TOTAL

4. Does this issue require further action by the SOS Office? Yes No
If yes, describe the action required.

5. Ask the County Team Leader to review and, if the Team Leader approves the documentation above, sign off on this Report. Once the report has been signed, the Team Leader will record the appropriate information in the Discrepancy Log.

6. Report Completed by: Nick OSBORN

7. Report Reviewed and Approved by County Team Leader:

Nick Osborn

Texas Secretary of State
November 7, 2006 Parallel Monitoring Pilot

Hidalgo County Discrepancy Report No. 1

DRE Serial Number 5132670 & 5112990 Time 1:38 pm

1. Provide a detailed description of the issue (e.g. had to restart the test process because of significant error, equipment malfunction).

Per line #1 on Discrepancy log, Camera B lost power due loss of charge

2. If applicable, record the test script number the team was executing: Completed script #45

3. Has this issue delayed or halted testing or will it impact expected results? Yes No
If yes, call your SOS contact, indicate the time of the call and document the discussion and resolution below:

4. Does this issue require further action by the SOS Office? Yes No
If yes, describe the action required.

5. Ask the County Team Leader to review and, if the Team Leader approves the documentation above, sign off on this Report. Once the report has been signed, the Team Leader will record the appropriate information in the Discrepancy Log.

6. Report Completed by: ART GARCIA

7. Report Reviewed and Approved by County Team Leader:

Report not reviewed by County Official / Contact



Texas Secretary of State
November 7, 2006 Parallel Monitoring Pilot

Hidalgo County Discrepancy Report No. 2

DRE Serial Number 5B2620 & 5112990 Time 7Am

1. Provide a detailed description of the issue (e.g. had to restart the test process because of significant error, equipment malfunction).

Per line 2 & 2a, No zero-TAPE produced due to no printer available; Printer located & available for conclusion of testing

2. If applicable, record the test script number the team was executing: n/a

3. Has this issue delayed or halted testing or will it impact expected results? Yes No
If yes, call your SOS contact, indicate the time of the call and document the discussion and resolution below:

4. Does this issue require further action by the SOS Office? Yes No
If yes, describe the action required.

5. Ask the County Team Leader to review and, if the Team Leader approves the documentation above, sign off on this Report. Once the report has been signed, the Team Leader will record the appropriate information in the Discrepancy Log.

6. Report Completed by: ART GARCIA

7. Report Reviewed and Approved by County Team Leader:

Report Not Reviewed by County Official /contc

APPENDIX G

Scripts Referenced In The Report

El Paso Script 29

PART 1	County	Vendor	Precinct	Start time:	10:24 10:32	Script # 29
	El Paso	Diebold	96	Time Ballot Cast:	10:32	
Tester:	KEVIN		Video:	Cliff Coats		
Observer	NICK		Machine:	B		
PART 2	Language: ENGLISH					
PART 3						
1. The Tester records the start time as shown on the test clock. The Tester displays the Test Script Number so the video camera can get a good view of the script number. Tester announces the script number and any alerts noted in the Alert box.						
2. The Tester authorizes a new ballot with the Card Programmer, inserts it into the DRE to activate a ballot.						
3. The Tester selects a language and records the language choice in the <i>Language</i> box above. The Tester passes the script to the Observer.						
4. The Observer announces each contest or measure on the attached ballot script and the selection to make for that contest or measure. The Tester makes the selection on the DRE. The Observer checks the <i>Voted</i> column after the selection is made. Ensure that the announcement is clear enough for the videocamera to record it.						
5. If the Tester makes an error in voting, for instance choosing the wrong candidate, the error may be corrected immediately on the same screen. The tester should notify the Observer that the original vote or action was in error and should be corrected. The Observer will record it as an <i>Unscr Error</i> in the <i>Scr or Unscr Error</i> column on the voting script.						
6. Some ballots include Scripted Errors. These are indicated by an S in the <i>Scr or Unscr Error</i> column. See instructions in the <i>Explanation or Instructions</i> column for how to enter the error and how to handle it. The Observer will instruct the Tester how to vote the error according to the script.						
7. Tester stops at the confirmation/review screen after finishing any final script instructions that are required. The tester then calls out the selections as they appear on the confirmation/review screen.						
<ul style="list-style-type: none"> • If a selection is verified as correct, the Observer checks the <i>Valid</i> column. • If a selection is verified as incorrect, the Observer enters U in the <i>Scr or Unscr Error</i> column, and informs the Tester of the correction that is needed. <ul style="list-style-type: none"> ○ The Tester makes all the corrections noted by the Observer and returns to the confirmation screen and begins step 7 again. 						
6. When all selections are confirmed as correct, the Tester casts the ballot and records the finish time.						

EI Paso County

Precinct Number: 96

Summary of Ballot Number: 29

Ballot Style: 1

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Straight Party	<No Vote>	✓	✓				
United States Senator	Barbara Ann Radtfsky (DEM)	✓	✓				
United States Representative District 16	Silvestre Reyes (DEM)	✓	✓				
Governor	Carole Keaton Strayhorn (IND)	✓	✓				
Lieutenant Governor	Maria Luisa Alvarado (DEM)	✓	✓				
Attorney General	Jon Roland (LIB)	✓	✓				
Comptroller of Public Accounts	Mike Burnis (LIB)	✓	✓				
Commissioner of the General Land Office	Jerzy Patterson (REP)	✓	✓				
Commissioner of Agriculture	Todd Staples (REP)	✓	✓				
Railroad Commissioner	Dale Henry (DEM)	✓	✓				
Chief Justice, Supreme Court, Unexpired Term	Wallace Jefferson (REP)	✓	✓				
Justice, Supreme Court, Place 2	Wade Wilson (LIB)	✓	✓				
Justice, Supreme Court, Place 4	David M. Medina (REP)	✓	✓				
Justice, Supreme Court, Place 6	Nathan Hecht (REP)	✓	✓				
Justice, Supreme Court, Place 8, Unexpired Term	Phil Johnson (REP)	✓	✓				
Presiding Judge, Court of Criminal Appeals	J.R. Molina (DEM)	✓	✓				
Judge, Court of Criminal Appeals, Place 7	Barbara Parker Hervey (REP)	✓	✓				
Judge, Court of Criminal Appeals, Place 8	Dave Howard (LIB)	✓	✓				
Member, State Board of Education, District 1	Rene Nunez (DEM)	✓	✓				
State Senator, District 29	Eliot Shapleigh (DEM)	✓	✓	U			EXPERIMENT WITH MARGO SAMPLE PLACEMENT
State Representative, District 75	Chente Quintanilla (DEM)	✓	✓				
Justice, 8th Court of Appeals District, Place 2	Ann Crawford McClure (DEM)	✓	✓				
Justice, 8th Court of Appeals District, Place 3	David Wellington Chew (DEM)	✓	✓				
District Judge, 120th Judicial District	Maria Salas-Mendoza (DEM)	✓	✓				
District Judge, 168th Judicial District	Guadalupe Rivera (DEM)	✓	✓				





Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
District Judge, 171st Judicial District	Bonnie Rangel (DEM)	✓	✓				
District Judge, 205th Judicial District	Kathleen H. Olivares (DEM)	✓	✓				
District Judge, 210th Judicial District	Gonzalo Garcia (DEM)	✓	✓				
District Judge, 243rd Judicial District	David C. Guaderrama (DEM)	✓	✓				
Family District Judge, 327th Judicial District	Linda Chew (DEM)	✓	✓				
County Judge	Antonio "Anthony" Cobos (DEM)	✓	✓				
Judge, County Court at Law No. 1	Ricardo Herrera (DEM)	✓	✓				
Judge, County Court at Law No. 2	Julie Gonzalez (DEM)	✓	✓				
Judge, County Court at Law No. 3	Javier Alvarez (DEM)	✓	✓				
Judge, County Court at Law No. 4	<No Vote>	✓	✓				
Judge, County Court at Law No. 5	Carlos Villa (DEM)	✓	✓				
Judge, County Court at Law No. 6	<No Vote>	✓	✓				
Judge, County Court at Law No. 7	Tom Spieczny (DEM)	✓	✓				
Judge, County Criminal Court at Law No. 1	Alma R. Trejo (DEM)	✓	✓				
Judge, County Criminal Court at Law No. 2	Robert S. Archondo (DEM)	✓	✓				
Judge, County Probate Court No. 1	Yvonne Rodriguez (DEM)	✓	✓				
Judge, County Probate Court No. 2	Eduardo Gamba (DEM)	✓	✓				
District Clerk	Gilbert Jesus Sanchez (DEM)	✓	✓				
County Clerk	Delia Briones (DEM)	✓	✓				
County Commissioner, Precinct No. 1 (Unexpired Term)	Luis C. Sarinana (DEM)	✓	✓				
Justice of the Peace, Precinct No. 4	Rosalio Munoz, Jr (DEM)	✓	✓				
[Review Screen]							

El Paso Script 79

PART 1	County	Vendor	Precinct	Start time:	4:33	Script # 79
	El Paso	Diebold	96	Time Ballot Cast:	4:38	
Tester:	NICK		Video:	Cliff Coats		
Observer:	LIZ		Machine: B			
PART 2	Language: English					
PART 3						
1. The Tester records the start time as shown on the test clock. The Tester displays the Test Script Number so the video camera can get a good view of the script number. Tester announces the script number and any alerts noted in the Alert box.						
2. The Tester authorizes a new ballot with the Card Programmer, inserts it into the DRE to activate a ballot.						
3. The Tester selects a language and records the language choice in the <i>Language</i> box above. The Tester passes the script to the Observer.						
4. The Observer announces each contest or measure on the attached ballot script and the selection to make for that contest or measure. The Tester makes the selection on the DRE. The Observer checks the <i>Voted</i> column after the selection is made. Ensure that the announcement is clear enough for the videocamera to record it.						
5. If the Tester makes an error in voting, for instance choosing the wrong candidate, the error may be corrected immediately on the same screen. The tester should notify the Observer that the original vote or action was in error and should be corrected. The Observer will record it as an Unscripted Error in the <i>Scr or Unscr Error</i> column on the voting script.						
6. Some ballots include Scripted Errors. These are indicated by an S in the <i>Scr or Unscr Error</i> column. See instructions in the <i>Explanation or Instructions</i> column for how to enter the error and how to handle it. The Observer will instruct the Tester how to vote the error according to the script.						
7. Tester stops at the confirmation/review screen after finishing any final script instructions that are required. The tester then calls out the selections as they appear on the confirmation/review screen.						
<ul style="list-style-type: none"> • If a selection is verified as correct, the Observer checks the <i>Valid</i> column. • If a selection is verified as incorrect, the Observer enters U in the <i>Scr or Unscr Error</i> column, and informs the Tester of the correction that is needed. <ul style="list-style-type: none"> ○ The Tester makes all the corrections noted by the Observer and returns to the confirmation screen and begins step 7 again. 						
6. When all selections are confirmed as correct, the Tester casts the ballot and records the finish time.						



El Paso County

Precinct Number: 96

Summary of Ballot Number: 79

Ballot Style: 1

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Straight Party	<No Vote>	✓	✓				
United States Senator	Barbara Ann Radnofsky (DEM)	✓	✓				
United States Representative District 16	Silvestre Reyes (DEM)	✓	✓				
Governor	Richard "Kinky" Friedman (IND)	✓	✓				
Lieutenant Governor	Maria Luisa Alvarado (DEM)	✓	✓				
Attorney General	David Van Os (DEM)	✓	✓				
Comptroller of Public Accounts	Fred Head (DEM)	✓	✓				
Commissioner of the General Land Office	Jerry Patterson (REP)	✓	✓				
Commissioner of Agriculture	Hank Gilbert (DEM)	✓	✓				
Railroad Commissioner	Dale Henry (DEM)	✓	✓				
Chief Justice, Supreme Court, Unexpired Term	Wallace Jefferson (REP)	✓	✓				
Justice, Supreme Court, Place 2	Don Willett (REP)	✓	✓				
Justice, Supreme Court, Place 4	David M. Medina (REP)	✓	✓				
Justice, Supreme Court, Place 6	Nathan Hecht (REP)	✓	✓				
Justice, Supreme Court, Place 8, Unexpired Term	Phil Johnson (REP)	✓	✓				
Presiding Judge, Court of Criminal Appeals	Sharon Keller (REP)	✓	✓				
Judge, Court of Criminal Appeals, Place 7	Barbara Parker Hervey (REP)	✓	✓				
Judge, Court of Criminal Appeals, Place 8	Charles Holcomb (REP)	✓	✓				
Member, State Board of Education, District 1	Rene Nunez (DEM)	✓	✓				
State Senator, District 29	Dee Margo (REP)	✓	✓				
State Representative, District 75	Chente Quintanilla (DEM)	✓	✓				
Justice, 8th Court of Appeals, District, Place 2	Ann Crawford McClure (DEM)	✓	✓				
Justice, 8th Court of Appeals, District, Place 3	David Wellington Chew (DEM)	✓	✓				
District Judge, 12th Judicial District	Maria Salas-Mendoza (DEM)	✓	✓				
District Judge, 16th Judicial District	Guadalupe Rivera (DEM)	✓	✓				

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
District Judge, 171st Judicial District	Bonnie Rangel (DEM)	✓	✓				
District Judge, 205th Judicial District	Kathleen H. Olivares (DEM)	✓	✓				
District Judge, 210th Judicial District	Gonzalo Garcia (DEM)	✓	✓				
District Judge, 243rd Judicial District	David C. Guaderrama (DEM)	✓	✓				
Family District Judge, 327th Judicial District	Linda Chew (DEM)	✓	✓				
County Judge	Antonio "Anthony" Cobos (DEM)	✓	✓				
Judge, County Court at Law No. 1	Ricardo Herrera (DEM)	✓	✓				
Judge, County Court at Law No. 2	Julie Gonzalez (DEM)	✓	✓				
Judge, County Court at Law No. 3	Javier Alvarez (DEM)	✓	✓				
Judge, County Court at Law No. 4	Alex Gonzalez (DEM)	✓	✓				
Judge, County Court at Law No. 5	Carlos Villa (DEM)	✓	✓				
Judge, County Court at Law No. 6	M. Sue Kurita (DEM)	✓	✓				
Judge, County Court at Law No. 7	Tom Spieczny (DEM)	✓	✓				
Judge, County Criminal Court at Law No. 1	Alma R. Trejo (DEM)	✓	✓				
Judge, County Criminal Court at Law No. 2	Robert S. Archondo (DEM)	✓	✓				
Judge, County Probate Court No. 1	<No Vote>	✓	✓				
Judge, County Probate Court No. 2	Eduardo Gamboa (DEM)	✓	✓				
District Clerk	<No Vote>	✓	✓				
County Clerk	Delta Birones (DEM)	✓	✓				
County Commissioner, Precinct No. 1 (Unexpired Term)	Daphne Love Hamilton (REP)	✓	✓				
Justice of the Peace, Precinct No. 4	Rosalio Munoz, Jr. (DEM)	✓	✓				
[Review Screen]							



El Paso Script 80

PART 1	County	Vendor	Precinct	Start time:	4:38	Script # 80
	El Paso	Diebold	96	Time Ballot Cast:	4:41	
	Tester:	NICK	Video:	Cliff Coats		
	Observer:	LIZ	Machine: B			
PART 2	Language: English					
PART 3						
1. The Tester records the start time as shown on the test clock. The Tester displays the Test Script Number so the video camera can get a good view of the script number. Tester announces the script number and any alerts noted in the Alert box.						
2. The Tester authorizes a new ballot with the Card Programmer, inserts it into the DRE to activate a ballot.						
3. The Tester selects a language and records the language choice in the <i>Language</i> box above. The Tester passes the script to the Observer.						
4. The Observer announces each contest or measure on the attached ballot script and the selection to make for that contest or measure. The Tester makes the selection on the DRE. The Observer checks the <i>Voted</i> column after the selection is made. Ensure that the announcement is clear enough for the videocamera to record it.						
5. If the Tester makes an error in voting, for instance choosing the wrong candidate, the error may be corrected immediately on the same screen. The tester should notify the Observer that the original vote or action was in error and should be corrected. The Observer will record it as an Unscripted Error in the <i>Scr or Unscr Error</i> column on the voting script.						
6. Some ballots include Scripted Errors. These are indicated by an S in the <i>Scr or Unscr Error</i> column. See instructions in the <i>Explanation or Instructions</i> column for how to enter the error and how to handle it. The Observer will instruct the Tester how to vote the error according to the script.						
7. Tester stops at the confirmation/review screen after finishing any final script instructions that are required. The tester then calls out the selections as they appear on the confirmation/review screen.						
<ul style="list-style-type: none"> • If a selection is verified as correct, the Observer checks the <i>Valid</i> column. • If a selection is verified as incorrect, the Observer enters U in the <i>Scr or Unscr Error</i> column, and informs the Tester of the correction that is needed. <ul style="list-style-type: none"> ○ The Tester makes all the corrections noted by the Observer and returns to the confirmation screen and begins step 7 again. 						
6. When all selections are confirmed as correct, the Tester casts the ballot and records the finish time.						

El Paso County

Precinct Number: 96
 Summary of Ballot Number: 80
 Ballot Style: 1

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Straight Party	Democratic Party (DEM)	✓	✓				
United States Senator	Barbara Ann Radtsofsky (DEM)	✓	✓				
United States Representative District 16	Silvestre Reyes (DEM)	✓	✓				
Governor	Chris Bell (DEM)	✓	✓				
Lieutenant Governor	Maria Luisa Alvarado (DEM)	✓	✓				
Attorney General	David Van Os (DEM)	✓	✓				
Comptroller of Public Accounts	Fred Head (DEM)	✓	✓				
Commissioner of the General Land Office	Valinda Hattnsox (DEM)	✓	✓				
Commissioner of Agriculture	Hank Gilbert (DEM)	✓	✓				
Railroad Commissioner	Dale Henry (DEM)	✓	✓				
Chief Justice, Supreme Court, Unexpired Term	Wallace Jefferson (REP)	✓	✓				
Justice, Supreme Court, Place 2	William E. "Bill" Moody (DEM)	✓	✓				
Justice, Supreme Court, Place 4	Jerry Adkins (LIB)	✓	✓				
Justice, Supreme Court, Place 6	Nathan Hecht (REP)	✓	✓				
Justice, Supreme Court, Place 8, Unexpired Term	Jay H. Cookingham (LIB)	✓	✓				
Presiding Judge, Court of Criminal Appeals	J.R. Molina (DEM)	✓	✓				
Judge, Court of Criminal Appeals, Place 7	Quanah Parker (LIB)	✓	✓				
Judge, Court of Criminal Appeals, Place 8	Charles Holcomb (REP)	✓	✓				
Member, State Board of Education, District 1	Rene Nunez (DEM)	✓	✓				
State Senator, District 29	Eliot Shapleigh (DEM)	✓	✓				
State Representative, District 75	Chente Quintanilla (DEM)	✓	✓				
Justice, 8th Court of Appeals District, Place 2	Ann Crawford McClure (DEM)	✓	✓				
Justice, 8th Court of Appeals District, Place 3	David Wellington Chew (DEM)	✓	✓				
District Judge, 120th Judicial District	Maria Salas-Mendoza (DEM)	✓	✓				
District Judge, 168th Judicial District	Guadalupe Rivera (DEM)	✓	✓				



Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
District Judge, 171st Judicial District	Bonnie Rangel (DEM)	✓	✓				
District Judge, 205th Judicial District	Kathleen H. Olivares (DEM)	✓	✓				
District Judge, 210th Judicial District	Gonzalo Garcia (DEM)	✓	✓				
District Judge, 243rd Judicial District	David C. Guaderrama (DEM)	✓	✓				
Family District Judge, 327th Judicial District	Linda Chew (DEM)	✓	✓				
County Judge	Antonio "Anthony" Cobos (DEM)	✓	✓				
Judge, County Court at Law No. 1	Ricardo Herrera (DEM)	✓	✓				
Judge, County Court at Law No. 2	Julie Gonzalez (DEM)	✓	✓				
Judge, County Court at Law No. 3	Javier Alvarez (DEM)	✓	✓				
Judge, County Court at Law No. 4	Alex Gonzalez (DEM)	✓	✓				
Judge, County Court at Law No. 5	Carlos Villa (DEM)	✓	✓				
Judge, County Court at Law No. 6	M. Sue Kurita (DEM)	✓	✓				
Judge, County Court at Law No. 7	Tom Spieczny (DEM)	✓	✓				
Judge, County Criminal Court at Law No. 1	Alma R. Trejo (DEM)	✓	✓				
Judge, County Criminal Court at Law No. 2	Robert S. Archondo (DEM)	✓	✓				
Judge, County Probate Court No. 1	Yvonne Rodriguez (DEM)	✓	✓				
Judge, County Probate Court No. 2	Eduardo Gamboa (DEM)	✓	✓				
District Clerk	Gilbert Jesus Sanchez (DEM)	✓	✓				
County Clerk	Deia Briones (DEM)	✓	✓				
County Commissioner, Precinct No. 1 (Unexpired Term)	Luis C. Sainana (DEM)	✓	✓				
Justice of the Peace, Precinct No. 4	Rosalio Munoz, Jr (DEM)	✓	✓				
[Review Screen]							

El Paso Script 92

PART 1	County	Vendor	Precinct	Start time:	5:59	Script # 92
	El Paso	Diebold	96	Time Ballot Cast:	6:06	
Tester:	NICK		Video:	Cliff Coats		
Observer:	LIZ		Machine: A			
PART 2	Language: English					
PART 3						
1. The Tester records the start time as shown on the test clock. The Tester displays the Test Script Number so the video camera can get a good view of the script number. Tester announces the script number and any alerts noted in the Alert box.						
2. The Tester authorizes a new ballot with the Card Programmer, inserts it into the DRE to activate a ballot.						
3. The Tester selects a language and records the language choice in the <i>Language</i> box above. The Tester passes the script to the Observer.						
4. The Observer announces each contest or measure on the attached ballot script and the selection to make for that contest or measure. The Tester makes the selection on the DRE. The Observer checks the <i>Voted</i> column after the selection is made. Ensure that the announcement is clear enough for the videocamera to record it.						
5. If the Tester makes an error in voting, for instance choosing the wrong candidate, the error may be corrected immediately on the same screen. The tester should notify the Observer that the original vote or action was in error and should be corrected. The Observer will record it as an <i>Unscripted Error</i> in the <i>Scr or Unscr Error</i> column on the voting script.						
6. Some ballots include Scripted Errors. These are indicated by an S in the <i>Scr or Unscr Error</i> column. See instructions in the <i>Explanation or Instructions</i> column for how to enter the error and how to handle it. The Observer will instruct the Tester how to vote the error according to the script.						
7. Tester stops at the confirmation/review screen after finishing any final script instructions that are required. The tester then calls out the selections as they appear on the confirmation/review screen.						
<ul style="list-style-type: none"> • If a selection is verified as correct, the Observer checks the <i>Valid</i> column. • If a selection is verified as incorrect, the Observer enters U in the <i>Scr or Unscr Error</i> column, and informs the Tester of the correction that is needed. <ul style="list-style-type: none"> ○ The Tester makes all the corrections noted by the Observer and returns to the confirmation screen and begins step 7 again. 						
6. When all selections are confirmed as correct, the Tester casts the ballot and records the finish time.						



El Paso County

Precinct Number: 96

Summary of Ballot Number: 92

Ballot Style: 1

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Straight Party	Republican Party (REP)	✓	✓			✓	
United States Senator	Kay Bailey Hutchison (REP)	✓	✓			✓	
United States Representative District 16	Silvestre Reyes (DEM)	✓	✓			✓	
Governor	Rick Perry (REP)	✓	✓			✓	
Lieutenant Governor	David Dewhurst (REP)	✓	✓			✓	
Attorney General	Greg Abbott (REP)	✓	✓			✓	
Comptroller of Public Accounts	Susan Combs (REP)	✓	✓			✓	
Commissioner of the General Land Office	Jerry Patterson (REP)	✓	✓			✓	
Commissioner of Agriculture	Todd Staples (REP)	✓	✓			✓	
Railroad Commissioner	Elizabeth Ames Jones (REP)	✓	✓			✓	
Chief Justice, Supreme Court, Unexpired Term	Wallace Jefferson (REP)	✓	✓			✓	
Justice, Supreme Court, Place 2	Don Willett (REP)	✓	✓			✓	
Justice, Supreme Court, Place 4	David M. Medina (REP)	✓	✓			✓	
Justice, Supreme Court, Place 6	Nathan Hecht (REP)	✓	✓			✓	
Justice, Supreme Court, Place 8, Unexpired Term	Phil Johnson (REP)	✓	✓			✓	
Presiding Judge, Court of Criminal Appeals	Sharon Keller (REP)	✓	✓			✓	
Judge, Court of Criminal Appeals, Place 7	Barbara Parker Hervey (REP)	✓	✓			✓	
Judge, Court of Criminal Appeals, Place 8	Charles Holcomb (REP)	✓	✓			✓	
Member, State Board of Education, District 1	Rene Nunez (DEM)	✓	✓	U	✓	✓	ON REVIEW SCREEN, LISTED AS NO VOTE WENT BACK TO CANDIDATE
State Senator, District 29	Dee Margo (REP)	✓	✓			✓	
State Representative, District 75	Paul Johnson, Jr. (REP)	✓	✓			✓	
Justice, 8th Court of Appeals District, Place 2	Ann Crawford McClure (DEM)	✓	✓			✓	
Justice, 8th Court of Appeals District, Place 3	David Wellington Chew (DEM)	✓	✓			✓	
District Judge, 120th Judicial District	Maria Salas-Mendoza (DEM)	✓	✓			✓	
District Judge, 168th Judicial District	Guadalupe Rivera (DEM)	✓	✓			✓	

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
District Judge, 171st Judicial District	Bonnie Rangel (DEM)	✓	✓			✓	
District Judge, 205th Judicial District	Kathleen H. Olivares (DEM)	✓	✓			✓	
District Judge, 240th Judicial District	Gonzalo Garcia (DEM)	✓	✓			✓	
District Judge, 243rd Judicial District	<No Vote>	✓	✓			✓	
Family District Judge, 327th Judicial District	Linda Chew (DEM)	✓	✓			✓	
County Judge	Antonio "Anthony" Cobos (DEM)	✓	✓			✓	
Judge, County Court at Law No. 1	Ricardo Herrera (DEM)	✓	✓			✓	
Judge, County Court at Law No. 2	Julie Gonzalez (DEM)	✓	✓			✓	
Judge, County Court at Law No. 3	Javier Alvarez (DEM)	✓	✓			✓	
Judge, County Court at Law No. 4	<No Vote>	✓	✓			✓	
Judge, County Court at Law No. 5	Carlos Villa (DEM)	✓	✓			✓	
Judge, County Court at Law No. 6	M. Sue Kurita (DEM)	✓	✓			✓	
Judge, County Court at Law No. 7	Tom Spieszny (DEM)	✓	✓			✓	
Judge, County Criminal Court at Law No. 1	Alma R. Trejo (DEM)	✓	✓			✓	
Judge, County Criminal Court at Law No. 2	Robert S. Archondo (DEM)	✓	✓			✓	
Judge, County Probate Court No. 1	Yvonne Rodriguez (DEM)	✓	✓			✓	
Judge, County Probate Court No. 2	Eduardo Gamba (DEM)	✓	✓			✓	
District Clerk	Gilbert Jesus Sanchez (DEM)	✓	✓			✓	
County Clerk	Della Briones (DEM)	✓	✓			✓	
County Commissioner, Precinct No. 1 (Unexpired Term)	Daphne Love Hamilton (REP)	✓	✓			✓	
Justice of the Peace, Precinct No. 4	Rosalio Muncz, Jr. (DEM)	✓	✓			✓	
[Review Screen]							



El Paso Script 94

PART 1	County	Vendor	Precinct	Start time:	6:10	Script # 94
	El Paso	Diebold	96	Time Ballot Cast:	6:19	
Tester:	NICK		Video:	Cliff Coats		
Observer:	LIZ		Machine: A			
PART 2	Language: English		Vote for Jay H. Cookingham (LIB) then change to Wallace Jefferson (REP) on the same screen.			
PART 3						
1. The Tester records the start time as shown on the test clock. The Tester displays the Test Script Number so the video camera can get a good view of the script number. Tester announces the script number and any alerts noted in the Alert box.						
2. The Tester authorizes a new ballot with the Card Programmer, inserts it into the DRE to activate a ballot.						
3. The Tester selects a language and records the language choice in the <i>Language</i> box above. The Tester passes the script to the Observer.						
4. The Observer announces each contest or measure on the attached ballot script and the selection to make for that contest or measure. The Tester makes the selection on the DRE. The Observer checks the <i>Voted</i> column after the selection is made. Ensure that the announcement is clear enough for the videocamera to record it.						
5. If the Tester makes an error in voting, for instance choosing the wrong candidate, the error may be corrected immediately on the same screen. The tester should notify the Observer that the original vote or action was in error and should be corrected. The Observer will record it as an Unscripted Error in the <i>Scr or Unscr Error</i> column on the voting script.						
6. Some ballots include Scripted Errors. These are indicated by an S in the <i>Scr or Unscr Error</i> column. See instructions in the <i>Explanation or Instructions</i> column for how to enter the error and how to handle it. The Observer will instruct the Tester how to vote the error according to the script.						
7. Tester stops at the confirmation/review screen after finishing any final script instructions that are required. The tester then calls out the selections as they appear on the confirmation/review screen.						
<ul style="list-style-type: none"> • If a selection is verified as correct, the Observer checks the <i>Valid</i> column. • If a selection is verified as incorrect, the Observer enters U in the <i>Scr or Unscr Error</i> column, and informs the Tester of the correction that is needed. <ul style="list-style-type: none"> ○ The Tester makes all the corrections noted by the Observer and returns to the confirmation screen and begins step 7 again. 						
6. When all selections are confirmed as correct, the Tester casts the ballot and records the finish time.						



El Paso County

Precinct Number: 96

Summary of Ballot Number: 94

Ballot Style: 1

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Straight Party	<No Vote>	✓	✓				
United States Senator	Barbara Ann Radoofsky (DEM)	✓	✓				
United States Representative District 16	Silvestre Reyes (DEM)	✓	✓				
Governor	Richard "Kinky" Friedman (IND)	✓	✓				
Lieutenant Governor	Maria Luisa Alvarado (DEM)	✓	✓				
Attorney General	David Van Os (DEM)	✓	✓				
Comptroller of Public Accounts	Fred Head (DEM)	✓	✓				
Commissioner of the General Land Office	Jerry Patterson (REP)	✓	✓				
Commissioner of Agriculture	Hank Gilbert (DEM)	✓	✓				
Railroad Commissioner	Tabitha Serrano (LIB)	✓	✓				
Chief Justice, Supreme Court, Unexpired Term	Wallace Jefferson (REP)	✓	✓	S			Vote for Jay H. Cookingham (LIB) , then change to Wallace Jefferson (REP) on the same screen.
Justice, Supreme Court, Place 2	Don Willett (REP)	✓	✓				
Justice, Supreme Court, Place 4	David M. Medina (REP)	✓	✓				
Justice, Supreme Court, Place 6	Nathan Hecht (REP)	✓	✓				
Justice, Supreme Court, Place 8, Unexpired Term	Phil Johnson (REP)	✓	✓				
Presiding Judge, Court of Criminal Appeals	J.R. Molina (DEM)	✓	✓				
Judge, Court of Criminal Appeals, Place 7	Barbara Parker Hervey (REP)	✓	✓				
Judge, Court of Criminal Appeals, Place 8	Charles Holcomb (REP)	✓	✓				
Member, State Board of Education, District 1	Rene Nunez (DEM)	✓	✓				
State Senator, District 29	Eliot Shapleigh (DEM)	✓	✓				
State Representative, District 75	Chente Quintanilla (DEM)	✓	✓	U			voted for Johnson - Change to Chapman same SC
Justice, 8th Court of Appeals District, Place 2	Ann Crawford McClure (DEM)	✓	✓				
Justice, 8th Court of Appeals District, Place 3	David Wellington Chew (DEM)	✓	✓				
District Judge, 120th Judicial District	Maria Salas-Mendoza (DEM)	✓	✓				
District Judge, 168th Judicial District	Guadalupe Rivera (DEM)	✓	✓				

El Paso County
Precinct 96

Test Ballot # 94

Page 2 of 3



Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
District Judge, 171st Judicial District	Bonnie Rangel (DEM)	✓	✓				
District Judge, 205th Judicial District	Kathleen H. Olivares (DEM)	✓	✓				
District Judge, 210th Judicial District	Gonzalo Garcia (DEM)	✓	✓				
District Judge, 243rd Judicial District	David C. Guaderrama (DEM)	✓	✓				
Family District Judge, 327th Judicial District	Linda Chew (DEM)	✓	✓				
County Judge	Antonio "Anthony" Cobos (DEM)	✓	✓				
Judge, County Court at Law No. 1	Ricardo Herrera (DEM)	✓	✓				
Judge, County Court at Law No. 2	Julie Gonzalez (DEM)	✓	✓				
Judge, County Court at Law No. 3	Javier Alvarez (DEM)	✓	✓				
Judge, County Court at Law No. 4	Alex Gonzalez (DEM)	✓	✓				
Judge, County Court at Law No. 5	Carlos Villa (DEM)	✓	✓				
Judge, County Court at Law No. 6	M. Sue Kurita (DEM)	✓	✓				
Judge, County Court at Law No. 7	Tom Spieczny (DEM)	✓	✓				
Judge, County Criminal Court at Law No. 1	Alma R. Trejo (DEM)	✓	✓				
Judge, County Criminal Court at Law No. 2	Robert S. Anchondo (DEM)	✓	✓				
Judge, County Probate Court No. 1	Yvonne Rodriguez (DEM)	✓	✓				
Judge, County Probate Court No. 2	Eduardo Gariboa (DEM)	✓	✓				
District Clerk	<No Vote>	✓	✓				
County Clerk	Delta Briones (DEM)	✓	✓				
County Commissioner, Precinct No. 1 (Unexpired Term)	Luis C. Sarinana (DEM)	✓	✓				
Justices of the Peace, Precinct No. 4	Rosalio Munoz, Jr. (DEM)	✓	✓				
[Review Screen]							

Harris Script 44

PART 1	County	Vendor	Precinct	Start time:	13:19	Script # 44
	Harris	Hart	0029-24	Time Ballot Cast:	13:25	
Tester:	AA		Video:	Ben Columbus		
Observer	AUB			B		
PART 2	Language: ENG					
PART 3						
1. The Tester records the start time as shown on the test clock. The Tester displays the Test Script Number so the video camera can get a good view of the script number. Tester announces the script number and any alerts noted in the Alert box.						
2. The Tester generates a passcode from the JBC and staples it at the top right corner of this script.						
3. The Tester activates one of the DREs with the passcode, selects a language and records the language choice in the <i>Language</i> box above. The Tester passes the script to the Observer.						
4. The Observer announces each contest or measure on the attached ballot script and the selection to make for that contest or measure. The Tester makes the selection on the DRE. The Observer checks the <i>Voted</i> column after the selection is made. Ensure that the announcement is clear enough for the videocamera to record it.						
5. If the Tester makes an error in voting, for instance choosing the wrong candidate, the error may be corrected immediately on the same screen. The tester should notify the Observer that the original vote or action was in error and should be corrected. The Observer will record it as an Unscripted Error in the <i>Scr or Unscr Error</i> column on the voting script.						
6. Some ballots include Scripted Errors. These are indicated by an S in the <i>Scr or Unscr Error</i> column. See instructions in the <i>Explanation or Instructions</i> column for how to enter the error and how to handle it. The Observer will instruct the Tester how to vote the error according to the script.						
7. Tester stops at the confirmation/review screen after finishing any final script instructions that are required. The tester then calls out the selections as they appear on the confirmation/review screen.						
<ul style="list-style-type: none"> • If a selection is verified as correct, the Observer checks the <i>Valid</i> column. • If a selection is verified as incorrect, the Observer enters U in the <i>Scr or Unscr Error</i> column, and informs the Tester of the correction that is needed. <ul style="list-style-type: none"> ○ The Tester makes all the corrections noted by the Observer and returns to the confirmation screen and begins step 7 again. 						
6. When all selections are confirmed as correct, the Tester casts the ballot and records the finish time.						



Harris County

Precinct Number: 0029-24

Summary of Ballot Number: 44

Ballot Style: 1

	Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
1	Straight Party	Democratic Party (DEM)	✓	✓				
2	United States Senator	Barbara Ann Radnofsky (DEM)	✓	✓				
3	United States Representative, District 29	Gene Green (DEM)	✓	✓				
4	Governor	Chris Bell (DEM)	✓	✓				
5	Lieutenant Governor	Maria Luisa Alvarado (DEM)	✓	✓				
6	Attorney General	David Van Os (DEM)	✓	✓				
7	Comptroller of Public Accounts	Fred Head (DEM)	✓	✓				
8	Commissioner of the General Land Office	Valinda Hathcox (DEM)	✓	✓				
9	Commissioner of Agriculture	Hank Gilbert (DEM)	✓	✓				
10	Railroad Commissioner	Dave Henry (DEM)	✓	✓				
11	Chief Justice, Supreme Court, Unexpired Term	Wallace Jefferson (REP)	✓	✓				
12	Justice, Supreme Court, Place 2	William E. "Bill" Moody (DEM)	✓	✓				
13	Justice, Supreme Court, Place 4	Jerry Adkins (LIB)	✓	✓				
14	Justice, Supreme Court, Place 6	Nathan Hecht (REP)	✓	✓				
15	Justice, Supreme Court, Place 8, Unexpired Term	Jay H. Cookingham (LIB)	✓	✓				
16	Presiding Judge, Court of Criminal Appeals	J.R. Molina (DEM)	✓	✓				
17	Judge, Court of Criminal Appeals, Place 7	Barbara Parker Hervey (REP)	✓	✓				
18	Judge, Court of Criminal Appeals, Place 8	Dave Howard (LIB)	✓	✓				
19	Member, State Board of Education, District 4	Lawrence A. Allen (DEM)	✓	✓				
20	State Representative, District 145	Richard J. (Rick) Noriega (DEM)	✓	✓				
21	Justice, 1st Court of Appeals District, Place 2	Jane Bland (REP)	✓	✓				
22	Justice, 1st Court of Appeals District, Place 6	George C. Hanks, Jr (REP)	✓	✓				
23	Justice, 1st Court of Appeals District, Place 7	<No Vote>	✓	✓				
24	Justice, 1st Court of Appeals District, Place 8	Tim Tait (REP)	✓	✓				
25	Justice, 1st Court of Appeals District, Place 9	Jim Sharp (DEM)	✓	✓				

Contest	Candidate	Voted	Valid	Scr of Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Justice, 14th Court of Appeals District, Place 3	John S. Anderson (REP)	✓	✓				
Justice, 14th Court of Appeals District, Place 4	J. Harvey Hudson (REP)	✓	✓				
Justice, 14th Court of Appeals District, Place 5	Wanda McKee Fowler (REP)	✓	✓				
Justice, 14th Court of Appeals District, Place 6	Leora T. Kahn (DEM)	✓	✓				
Justice, 14th Court of Appeals District, Place 8	Charles Seymore (REP)	✓	✓				
District Judge, 55th Judicial District	Jeff Brown (REP)	✓	✓				
District Judge, 80th Judicial District, Unexpired Term	Larry Weirman (DEM)	✓	✓				
District Judge, 113th Judicial District	Patricia Hancock (REP)	✓	✓				
District Judge, 157th Judicial District	Randy Wilson (REP)	✓	✓				
District Judge, 180th Judicial District	<No Vote>	✓	✓				
District Judge, 182nd Judicial District	Jearmine Barr (REP)	✓	✓				
District Judge, 183rd Judicial District	Robert Voigt (DEM)	✓	✓				
District Judge, 184th Judicial District	Jan Krocker (REP)	✓	✓				
District Judge, 185th Judicial District	Randall Kallinen (DEM)	✓	✓				
District Judge, 189th Judicial District	Charles (Chuck) Silverman (DEM)	✓	✓				
District Judge, 190th Judicial District	<No Vote>	✓	✓				
District Judge, 208th Judicial District	Denise Collins (REP)	✓	✓				
District Judge, 209th Judicial District	Michael McSpadden (REP)	✓	✓				
District Judge, 228th Judicial District	Marc Carter (REP)	✓	✓				
District Judge, 230th Judicial District	Belinda Hill (REP)	✓	✓				
District Judge, 232nd Judicial District	Herb Ritchie (DEM)	✓	✓				
District Judge, 234th Judicial District	Reece Rondon (REP)	✓	✓				
District Judge, 245th Judicial District	Mary Kay Green (DEM)	✓	✓				
District Judge, 246th Judicial District	Jim York (REP)	✓	✓				
District Judge, 247th Judicial District	Bonnie Crane-Hellums (REP)	✓	✓				
District Judge, 248th Judicial District	Lydia Clay-Jackson (DEM)	✓	✓				
District Judge, 257th Judicial District	Judy Warne (REP)	✓	✓				
District Judge, 262nd Judicial District	Mike Anderson (REP)	✓	✓				
District Judge, 263rd Judicial District	Jim Wallace (REP)	✓	✓				
District Judge, 269th Judicial District	John T. Woodridge (REP)	✓	✓				

24
27
28
29
30
31
32
33
34
35
36
37
38
39
40
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15





Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
54 District Judge, 270th Judicial District	Brent Gamble (REP)	✓	✓				
7 District Judge, 280th Judicial District	<No Vote>	✓	✓				
8 District Judge, 281st Judicial District	David Bernal (REP)	✓	✓				
9 District Judge, 295th Judicial District	Tracy Elizabeth Christopher (REP)	✓	✓				
60 Family District Judge, 308th Judicial District	<No Vote>	✓	✓				
1 Family District Judge, 309th Judicial District	Frank Ryncd (REP)	✓	✓	✓			
2 Family District Judge, 310th Judicial District	Lisa Millard (REP)	✓	✓				
3 Family District Judge, 311th Judicial District	Doug Warne (REP)	✓	✓				
4 Family District Judge, 312th Judicial District	James D. Squier (REP)	✓	✓				
5 Family District Judge, 313th Judicial District	Pat Shelton (REP)	✓	✓				
6 Family District Judge, 314th Judicial District	John F. Phillips (REP)	✓	✓				
7 Family District Judge, 315th Judicial District	Bill Connolly (DEM)	✓	✓				
8 County Judge	Robert Eckels (REP)	✓	✓				
9 Judge, County Court at Law No. 1	R. Jack Cagle (REP)	✓	✓				
70 Judge, County Court at Law No. 2	Jacqueline Lucchi Smith (REP)	✓	✓				
1 Judge, County Court at Law No. 3	<No Vote>	✓	✓				
2 Judge, County Court at Law No. 4	Roberta A. Lloyd (REP)	✓	✓				
3 Judge, County Criminal Court No. 1	Joan Nwuli (DEM)	✓	✓				
4 Judge, County Criminal Court No. 2	Silvia Pubchara (DEM)	✓	✓				
5 Judge, County Criminal Court No. 3	<No Vote>	✓	✓				
6 Judge, County Criminal Court No. 4	James E. Jim Anderson (REP)	✓	✓				
7 Judge, County Criminal Court No. 5	Margaret Stewart Harris (REP)	✓	✓				
8 Judge, County Criminal Court No. 6	Lamy Standley (REP)	✓	✓				
9 Judge, County Criminal Court No. 7	Pam Derbyshire (REP)	✓	✓				
80 Judge, County Criminal Court No. 8	Alfred (Bud) Valdez (DEM)	✓	✓				
1 Judge, County Criminal Court No. 9	Randy E. Roll (DEM)	✓	✓				
2 Judge, County Criminal Court No. 10	Sherman A. Ross (REP)	✓	✓				
3 Judge, County Criminal Court No. 11	Diane Bull (REP)	✓	✓				
4 Judge, County Criminal Court No. 12	Robin Brown (REP)	✓	✓	✓			
5 Judge, County Criminal Court No. 13	Mark D. Atkinson (REP)	✓	✓				

NO SELECTION

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
86 Judge, County Criminal Court No. 14	Mike Fields (REP)	✓	✓				
7 Judge, County Criminal Court No. 15	<No Vote>	✓	✓				
8 Judge, County Probate Court No. 1	Russell Austin (REP)	✓	✓				
9 Judge, County Probate Court No. 2	Mike Wood (REP)	✓	✓				
90 Judge, County Probate Court No. 3	<No Vote>	✓	✓				
1 Judge, County Probate Court No. 4	Bill McCulloch (REP)	✓	✓				
2 District Clerk	John Shike (DEM)	✓	✓				
3 County Clerk	James G. Pierre (DEM)	✓	✓				
4 County Treasurer	Richard Garcia (DEM)	✓	✓				
5 County School Trustee, Position 3, At Large	Andrew C. Burks, Jr. (DEM)	✓	✓				
6 County Commissioner, Precinct 2	Sylvia R. Garcia (DEM)	✓	✓				
7 Justice of the Peace, Precinct No. 2, Place 2	George E. Risner (DEM)	✓	✓				
8 [Review Screen]							

48



Harris Script 51

PART 1	County	Vendor	Precinct	Start time:	14:30	Script # 51
	Harris	Hart	0029-24	Time Ballot Cast:	14:37	
Tester:	MB3		Video:	Ben Columbus		
Observer:	AA			A		
PART 2	Language: ENH			Vote for Susan Combs (REP), then change to Fred Head (DEM) on the same scree		
PART 3						
1. The Tester records the start time as shown on the test clock. The Tester displays the Test Script Number so the video camera can get a good view of the script number. Tester announces the script number and any alerts noted in the Alert box.						
2. The Tester generates a passcode from the JBC and staples it at the top right corner of this script.						
3. The Tester activates one of the DREs with the passcode, selects a language and records the language choice in the <i>Language</i> box above. The Tester passes the script to the Observer.						
4. The Observer announces each contest or measure on the attached ballot script and the selection to make for that contest or measure. The Tester makes the selection on the DRE. The Observer checks the <i>Voted</i> column after the selection is made. Ensure that the announcement is clear enough for the videocamera to record it.						
5. If the Tester makes an error in voting, for instance choosing the wrong candidate, the error may be corrected immediately on the same screen. The tester should notify the Observer that the original vote or action was in error and should be corrected. The Observer will record it as an <i>Unscripted Error</i> in the <i>Scr or Unscr Error</i> column on the voting script.						
6. Some ballots include <i>Scripted Errors</i> . These are indicated by an S in the <i>Scr or Unscr Error</i> column. See instructions in the <i>Explanation or Instructions</i> column for how to enter the error and how to handle it. The Observer will instruct the Tester how to vote the error according to the script.						
7. Tester stops at the confirmation/review screen after finishing any final script instructions that are required. The tester then calls out the selections as they appear on the confirmation/review screen.						
<ul style="list-style-type: none"> • If a selection is verified as correct, the Observer checks the <i>Valid</i> column. • If a selection is verified as incorrect, the Observer enters U in the <i>Scr or Unscr Error</i> column, and informs the Tester of the correction that is needed. <ul style="list-style-type: none"> ○ The Tester makes all the corrections noted by the Observer and returns to the confirmation screen and begins step 7 again. 						
6. When all selections are confirmed as correct, the Tester casts the ballot and records the finish time.						

Harris County

Precinct Number: 0029-24

Summary of Ballot Number: 51

Ballot Style: 1

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Straight Party	<No Vote>	✓	✓				
United States Senator	Kay Bailey Hutchison (REP)	✓	✓				
United States Representative, District 29	Gene Green (DEM)	✓	✓				
Governor	Carole Keeton Strayhorn (IND)	✓	✓				
Lieutenant Governor	David Dewhurst (REP)	✓	✓				
Attorney General	David Van Os (DEM)	✓	✓				
Comptroller of Public Accounts	Fred Head (DEM)	✓	✓	S	✓	✓	Vote for Susan Combs (REP), then change to Fred Head (DEM) on the same screen.
Commissioner of the General Land Office	Jerry Patterson (REP)	✓	✓				
Commissioner of Agriculture	Todd Staples (REP)	✓	✓				
Railroad Commissioner	Tabitha Serrano (LIB)	✓	✓				
Chief Justice, Supreme Court, Unexpired Term	Wallace Jefferson (REP)	✓	✓				
Justice, Supreme Court, Place 2	William E. "Bill" Moody (DEM)	✓	✓				
Justice, Supreme Court, Place 4	David M. Medina (REP)	✓	✓				
Justice, Supreme Court, Place 6	Nathan Hecht (REP)	✓	✓				
Justice, Supreme Court, Place 8, Unexpired Term	Jay H. Cookingham (LIB)	✓	✓				
Presiding Judge, Court of Criminal Appeals	J.R. Molina (DEM)	✓	✓				
Judge, Court of Criminal Appeals, Place 7	Barbara Parker Hervey (REP)	✓	✓				
Judge, Court of Criminal Appeals, Place 8	Charles Holcomb (REP)	✓	✓				
Member, State Board of Education, District 4	Lawrence A. Allen (DEM)	✓	✓				
State Representative, District 145	Richard J. (Rick) Norega (DEM)	✓	✓				
Justice, 1st Court of Appeals District, Place 2	Jane Bland (REP)	✓	✓				
Justice, 1st Court of Appeals District, Place 6	George C. Hanks, Jr. (REP)	✓	✓				
Justice, 1st Court of Appeals District, Place 7	Terry Jennings (REP)	✓	✓				
Justice, 1st Court of Appeals District, Place 8	Tim Taft (REP)	✓	✓				
Justice, 1st Court of Appeals District, Place 9	Eisa Alcalá (REP)	✓	✓				

Harris County
Precinct 0029-24

Test Ballot # 51

Page 2 of 5





Contest	Candidate	Voted	Valid	Scr of Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Justice, 14th Court of Appeals District, Place 3	<No Vote>	✓	✓				
Justice, 14th Court of Appeals District, Place 4	<No Vote>	✓	✓				
Justice, 14th Court of Appeals District, Place 5	Wanda McKee Fowler (REP)	✓	✓				
Justice, 14th Court of Appeals District, Place 6	Richard Edelman (REP)	✓	✓				
Justice, 14th Court of Appeals District, Place 8	Charles Seymore (REP)	✓	✓				
District Judge, 55th Judicial District	Jeff Brown (REP)	✓	✓				
District Judge, 80th Judicial District, Unexpired Term	Lary Weiman (DEM)	✓	✓				
District Judge, 113th Judicial District	Patricia Hancock (REP)	✓	✓				
District Judge, 157th Judicial District	Randy Wilson (REP)	✓	✓				
District Judge, 180th Judicial District	Debbie Mantooth Stricklin (REP)	✓	✓				
District Judge, 182nd Judicial District	Jeanine Barr (REP)	✓	✓				
District Judge, 183rd Judicial District	Vanessa Velasquez (REP)	✓	✓				
District Judge, 184th Judicial District	<No Vote>	✓	✓				
District Judge, 185th Judicial District	Susan Brown (REP)	✓	✓				
District Judge, 189th Judicial District	Bill Burke (REP)	✓	✓				
District Judge, 190th Judicial District	Jennifer W. Elrod (REP)	✓	✓				
District Judge, 208th Judicial District	Denise Collins (REP)	✓	✓				
District Judge, 209th Judicial District	Michael McSpadden (REP)	✓	✓				
District Judge, 228th Judicial District	<No Vote>	✓	✓				
District Judge, 230th Judicial District	Belinda Hill (REP)	✓	✓				
District Judge, 232nd Judicial District	Mary Lou Keel (REP)	✓	✓				
District Judge, 234th Judicial District	Reece Rondon (REP)	✓	✓				
District Judge, 245th Judicial District	Annette Galik (REP)	✓	✓				
District Judge, 246th Judicial District	<No Vote>	✓	✓				
District Judge, 247th Judicial District	Bonnie Crane Hellums (REP)	✓	✓				
District Judge, 248th Judicial District	Joan Campbell (REP)	✓	✓				
District Judge, 257th Judicial District	Judy Wame (REP)	✓	✓				
District Judge, 262nd Judicial District	Mike Anderson (REP)	✓	✓				
District Judge, 263rd Judicial District	Jim Wallace (REP)	✓	✓				
District Judge, 269th Judicial District	John T. Woodridge (REP)	✓	✓				
District Judge, 270th Judicial District	Brent Gambie (REP)	✓	✓				

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
District Judge, 280th Judicial District	Tony Lindsay (REP)	✓	✓				
District Judge, 281st Judicial District	David Bernal (REP)	✓	✓				
District Judge, 295th Judicial District	Tracy Elizabeth Christopher (REP)	✓	✓				
Family District Judge, 308th Judicial District	Georgia Dempster (REP)	✓	✓				
Family District Judge, 309th Judicial District	Frank Rynd (REP)	✓	✓				
Family District Judge, 310th Judicial District	<No Vote>	✓	✓				
Family District Judge, 311th Judicial District	Doug Warne (REP)	✓	✓				
Family District Judge, 312th Judicial District	James D. Schlier (REP)	✓	✓				
Family District Judge, 313th Judicial District	<No Vote>	✓	✓				
Family District Judge, 314th Judicial District	<No Vote>	✓	✓				
Family District Judge, 315th Judicial District	Michael "Mike" Schneider (REP)	✓	✓				
County Judge	<No Vote>	✓	✓				
Judge, County Court at Law No. 1	R. Jack Cagle (REP)	✓	✓				
Judge, County Court at Law No. 2	<No Vote>	✓	✓				
Judge, County Court at Law No. 3	<No Vote>	✓	✓				
Judge, County Court at Law No. 4	Roberta A. Lloyd (REP)	✓	✓				
Judge, County Criminal Court No. 1	Reagan Cartwright Helm (REP)	✓	✓				
Judge, County Criminal Court No. 2	<No Vote>	✓	✓				
Judge, County Criminal Court No. 3	<No Vote>	✓	✓				
Judge, County Criminal Court No. 4	James E. "Jim" Anderson (REP)	✓	✓				
Judge, County Criminal Court No. 5	Margaret Stewart Harris (REP)	✓	✓				
Judge, County Criminal Court No. 6	Larry Standley (REP)	✓	✓				
Judge, County Criminal Court No. 7	Pam Depbyshire (REP)	✓	✓				
Judge, County Criminal Court No. 8	<No Vote>	✓	✓				
Judge, County Criminal Court No. 9	Analia Wilkerson (REP)	✓	✓				
Judge, County Criminal Court No. 10	Sherman A. Ross (REP)	✓	✓				
Judge, County Criminal Court No. 11	<No Vote>	✓	✓				
Judge, County Criminal Court No. 12	Robin Brown (REP)	✓	✓				
Judge, County Criminal Court No. 13	Mark D. Atkinson (REP)	✓	✓				
Judge, County Criminal Court No. 14	Mike Fields (REP)	✓	✓				

Should have been Voted → Was Not No 8





Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Judge, County Criminal Court No. 15	Jean Spradling Hughes (REP)	✓	✓				
Judge, County Probate Court No. 1	Russell Austin (REP)	✓	✓				
Judge, County Probate Court No. 2	Mike Wood (REP)	✓	✓				
Judge, County Probate Court No. 3	Rory Robert Olsen (REP)	✓	✓				
Judge, County Probate Court No. 4	Bill McCulloch (REP)	✓	✓				
District Clerk	<No Vote>	✓	✓				
County Clerk	Beverly B. Kaufman (REP)	✓	✓				
County Treasurer	Orlando Sanchez (REP)	✓	✓				
County School Trustee, Position 3, At Large	<No Vote>	✓	✓				
County Commissioner, Precinct 2	<No Vote>	✓	✓				
Justice of the Peace, Precinct No. 2, Place 2	George E. Risner (DEM)	✓	✓				
[Review Screen]		✓	✓				

Harris Script 53

PART 1	County	Vendor	Precinct	Start time:	14:58	Script # 53
	Harris	Hart	0029-24	Time Ballot Cast:	14:53	
Tester:	TWA		Video:	Ben Columbus		
Observer	AB		(B)			
PART 2	Language: ENG		None			
PART 3						
1. The Tester records the start time as shown on the test clock. The Tester displays the Test Script Number so the video camera can get a good view of the script number. Tester announces the script number and any alerts noted in the Alert box.						
2. The Tester generates a passcode from the JBC and staples it at the top right corner of this script.						
3. The Tester activates one of the DREs with the passcode, selects a language and records the language choice in the <i>Language</i> box above. The Tester passes the script to the Observer.						
4. The Observer announces each contest or measure on the attached ballot script and the selection to make for that contest or measure. The Tester makes the selection on the DRE. The Observer checks the <i>Voted</i> column after the selection is made. Ensure that the announcement is clear enough for the videocamera to record it.						
5. If the Tester makes an error in voting, for instance choosing the wrong candidate, the error may be corrected immediately on the same screen. The tester should notify the Observer that the original vote or action was in error and should be corrected. The Observer will record it as an <i>Unscripted Error</i> in the <i>Scr or Unscr Error</i> column on the voting script.						
6. Some ballots include Scripted Errors. These are indicated by an S in the <i>Scr or Unscr Error</i> column. See instructions in the <i>Explanation or Instructions</i> column for how to enter the error and how to handle it. The Observer will instruct the Tester how to vote the error according to the script.						
7. Tester stops at the confirmation/review screen after finishing any final script instructions that are required. The tester then calls out the selections as they appear on the confirmation/review screen.						
<ul style="list-style-type: none"> • If a selection is verified as correct, the Observer checks the <i>Valid</i> column. • If a selection is verified as incorrect, the Observer enters U in the <i>Scr or Unscr Error</i> column, and informs the Tester of the correction that is needed. <ul style="list-style-type: none"> ○ The Tester makes all the corrections noted by the Observer and returns to the confirmation screen and begins step 7 again. 						
6. When all selections are confirmed as correct, the Tester casts the ballot and records the finish time.						





Harris County

Precinct Number: 0029-24

Summary of Ballot Number: 53

Ballot Style: 1

Contest	Candidate	Voted	Valid	Scr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Straight Party	Democratic Party (DEM)	✓	✓				
United States Senator	Barbara Ann Radnofsky (DEM)	✓	✓				
United States Representative, District 29	Gene Green (DEM)	✓	✓				
Governor	Chris Bell (DEM)	✓	✓				
Lieutenant Governor	Maria Luisa Alvarado (DEM)	✓	✓				
Attorney General	David Van Os (DEM)	✓	✓				
Comptroller of Public Accounts	Fred Head (DEM)	✓	✓				
Commissioner of the General Land Office	Valinda Hatfield (DEM)	✓	✓				
Commissioner of Agriculture	Hank Gilbert (DEM)	✓	✓				
Railroad Commissioner	Dale Henry (DEM)	✓	✓				
Chief Justice, Supreme Court, Unexpired Term	Tom Oxford (LIB)	✓	✓				
Justice, Supreme Court, Place 2	William E. "Bill" Moody (DEM)	✓	✓				
Justice, Supreme Court, Place 4	Jerry Adkins (LIB)	✓	✓				
Justice, Supreme Court, Place 6	Todd Phillips (LIB)	✓	✓				
Justice, Supreme Court, Place 8, Unexpired Term	<No Vote>	✓	✓				
Presiding Judge, Court of Criminal Appeals	J.R. Molina (DEM)	✓	✓				
Judge, Court of Criminal Appeals, Place 7	Quanah Parker (LIB)	✓	✓				
Judge, Court of Criminal Appeals, Place 8	<No Vote>	✓	✓				
Member, State Board of Education, District 4	Lawrence A. Allen (DEM)	✓	✓				
State Representative, District 145	Richard J. (Rick) Noriega (DEM)	✓	✓				
Justice, 1st Court of Appeals District, Place 2	Jane Bland (REP)	✓	✓				
Justice, 1st Court of Appeals District, Place 6	George C. Hanks, Jr. (REP)	✓	✓				
Justice, 1st Court of Appeals District, Place 7	<No Vote>	✓	✓				
Justice, 1st Court of Appeals District, Place 8	Tim Tate (REP)	✓	✓				
Justice, 1st Court of Appeals District, Place 9	Jim Sharp (DEM)	✓	✓				

Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Justice, 14th Court of Appeals District, Place 3	John S. Anderson (REP)	✓	✓				
Justice, 14th Court of Appeals District, Place 4	J. Harvey Hudson (REP)	✓	✓				
Justice, 14th Court of Appeals District, Place 5	Wanda McKee Fowler (REP)	✓	✓				
Justice, 14th Court of Appeals District, Place 6	Leora T. Kahn (DEM)	✓	✓				
Justice, 14th Court of Appeals District, Place 8	Charles Seymour (REP)	✓	✓				
District Judge, 55th Judicial District	Jeff Brown (REP)	✓	✓				
District Judge, 80th Judicial District, Unexpired Term	Larry Weiman (DEM)	✓	✓				
District Judge, 113th Judicial District	Patricia Hancock (REP)	✓	✓				
District Judge, 157th Judicial District	Randy Wilson (REP)	✓	✓				
District Judge, 180th Judicial District	Debbie Mantooth Stricklin (REP)	✓	✓				
District Judge, 182nd Judicial District	Jeanine Barr (REP)	✓	✓				
District Judge, 183rd Judicial District	Robert Voigt (DEM)	✓	✓				
District Judge, 184th Judicial District	<No Vote>	✓	✓				
District Judge, 185th Judicial District	Randall Kallinen (DEM)	✓	✓				
District Judge, 189th Judicial District	Charles (Chuck) Silverman (DEM)	✓	✓				
District Judge, 190th Judicial District	Jennifer W. Elrod (REP)	✓	✓				
District Judge, 208th Judicial District	Denise Collins (REP)	✓	✓				
District Judge, 209th Judicial District	Michael McSpadden (REP)	✓	✓				
District Judge, 228th Judicial District	Marc Carter (REP)	✓	✓				
District Judge, 230th Judicial District	Belinda Hill (REP)	✓	✓				
District Judge, 232nd Judicial District	Herb Ritchie (DEM)	✓	✓				
District Judge, 234th Judicial District	Reece Rondon (REP)	✓	✓				
District Judge, 245th Judicial District	Mary Kay Green (DEM)	✓	✓				
District Judge, 246th Judicial District	Jim York (REP)	✓	✓				
District Judge, 247th Judicial District	Bonnie Crane Heliums (REP)	✓	✓				
District Judge, 248th Judicial District	Lydia Clay-Jackson (DEM)	✓	✓				
District Judge, 257th Judicial District	<No Vote>	✓	✓				
District Judge, 262nd Judicial District	Mike Anderson (REP)	✓	✓				
District Judge, 263rd Judicial District	Jim Wallace (REP)	✓	✓				
District Judge, 269th Judicial District	John T. Woodridge (REP)	✓	✓				





Contest	Candidate	Voted	Valid	Scr or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
District Judge, 270th Judicial District	Brent Gamble (REP)	✓	✓				
District Judge, 280th Judicial District	<No Vote>	✓	✓				
District Judge, 281st Judicial District	David Bernal (REP)	✓	✓				
District Judge, 295th Judicial District	<No Vote>	✓	✓				
Family District Judge, 308th Judicial District	Georgia Dempster (REP)	✓	✓				
Family District Judge, 309th Judicial District	Frank Rynd (REP)	✓	✓				
Family District Judge, 310th Judicial District	Lisa Millard (REP)	✓	✓				shld have been voted / NOT VOTED No
Family District Judge, 311th Judicial District	<No Vote>	✓	✓				
Family District Judge, 312th Judicial District	James D. Squier (REP)	✓	✓				
Family District Judge, 313th Judicial District	Pat Shelton (REP)	✓	✓				
Family District Judge, 314th Judicial District	<No Vote>	✓	✓				
Family District Judge, 315th Judicial District	Bill Connolly (DEM)	✓	✓				
County Judge	Robert Eckels (REP)	✓	✓	✓			
Judge, County Court at Law No. 1	<No Vote>	✓	✓				
Judge, County Court at Law No. 2	Jacqueline Lucel Smith (REP)	✓	✓				
Judge, County Court at Law No. 3	<No Vote>	✓	✓				
Judge, County Court at Law No. 4	Robert A. Lloyd (REP)	✓	✓				
Judge, County Criminal Court No. 1	Joan Nwuli (DEM)	✓	✓				
Judge, County Criminal Court No. 2	Silvia Pubhara (DEM)	✓	✓				
Judge, County Criminal Court No. 3	Don Jackson (REP)	✓	✓				
Judge, County Criminal Court No. 4	James E. "Jim" Anderson (REP)	✓	✓				
Judge, County Criminal Court No. 5	Margaret Stewart Harris (REP)	✓	✓				
Judge, County Criminal Court No. 6	<No Vote>	✓	✓				
Judge, County Criminal Court No. 7	Pam Derbyshire (REP)	✓	✓				
Judge, County Criminal Court No. 8	Alfred (Bud) Valdez (DEM)	✓	✓				
Judge, County Criminal Court No. 9	Randy E. Roll (DEM)	✓	✓				
Judge, County Criminal Court No. 10	<No Vote>	✓	✓				
Judge, County Criminal Court No. 11	Diane Bull (REP)	✓	✓				
Judge, County Criminal Court No. 12	Robin Brown (REP)	✓	✓				
Judge, County Criminal Court No. 13	Mark D. Atkinson (REP)	✓	✓				
Judge, County Criminal Court No. 14	<No Vote>	✓	✓				

Contest	Candidate	Voted	Valid	Set or Unscr. Error	Re-Voted	Re-Valid	Explanation or Instructions
Judge, County Criminal Court No. 15	Jean Spradling Hughes (REP)	✓	✓				
Judge, County Probate Court No. 1	<No Votes>						
Judge, County Probate Court No. 2	Mike Wood (REP)	✓	✓				
Judge, County Probate Court No. 3	Rory Robert Olsen (REP)	✓	✓				
Judge, County Probate Court No. 4	Bill McCulloch (REP)	✓	✓				
District Clerk	John Shike (DEM)	✓	✓				
County Clerk	James G. Pierre (DEM)	✓	✓				
County Treasurer	Richard Garcia (DEM)	✓	✓				
County School Trustee, Position 3, At Large	Andrew C. Burks, Jr. (DEM)	✓	✓				
County Commissioner, Precinct 2	Sylvia R. Garcia (DEM)	✓	✓				
Justice of the Peace, Precinct No. 2, Place 2	George E. Risner (DEM)	✓	✓				
[Review Screen]							

APPENDIX H

Scripts Referenced In The Report

The appendix of voting scripts for El Paso County is not included in this report because of the large size of the document.

However, the scripts have been provided to the Texas Secretary of State.

APPENDIX I

Scripts Referenced In The Report

The appendix of voting scripts for Harris County is not included in this report because of the large size of the document.

However, the scripts have been provided to the Texas Secretary of State.

APPENDIX J

Scripts Referenced In The Report

The appendix of voting scripts for Hidalgo County is not included in this report because of the large size of the document.

However, the scripts have been provided to the Texas Secretary of State.

GLOSSARY OF TERMS

Brennan Report - “The Machinery of Democracy: Protecting Elections In An Electronic World”, The Brennan Center Task Force On Voting System Security, Lawrence Norden, Chair, Voting Rights & Elections Series, Brennan Center For Justice At NYU School Of Law (www.brennancenter.org)

CCTV - Closed-Circuit Television is the use of video cameras to transmit a signal to a specific, limited set of monitors. It differs from broadcast television in that the signal is not openly transmitted, though it may employ point to point wireless links. CCTV is often used for surveillance in areas which need security, such as banks, casinos, and airports or military installations. CCTV systems may operate continuously or only as required to monitor a particular event.

Closing the Polls - The steps necessary to and act of shutting down the voting mechanism, such that no further citizen voting inputs are accepted on Election Day, usually by an agreed upon time.

Crossover Vote - For the purpose this project, a crossover vote is one in which a Straight Party (e.g. Republican Party) is chosen, and then some subset of the pre-defined votes are changed to reflect a different party affiliation.

CVR - Cast Vote Records show what votes were cast on each voting device. The Cast Vote Record provides a means of recounting votes and ensuring that results are accurate.

Diebold Incorporated - A company that manufactures electronic voting machines such as AccuVote - TSX, AccuVote - TS, AccuVote - OS, VoteRemote Suite, and others.

DRE - A Direct-Recording Electronic (DRE) voting machine records votes by means of a ballot display provided with mechanical or electro-optical components that can be activated by the voter; that processes data by means of a computer program; and that records voting data and ballot images in memory components.

Early Voting - The process which voters can cast their vote on a single or series of days prior to an election. Early voting can take place remotely, such as by mail, or in person, usually in designated early voting polling stations. The availability and time periods for early voting vary based on jurisdiction and type of election. In many U.S. states the period varies between four and fifty days prior to Election Day. Early voting can be considered synonymous with “no-excuse” absentee voting. The goal of early voting is usually to increase participation and relieve congestion of polling stations on Election Day.

Elections Warehouse - Location where DRE equipment is stored. Polling sites obtain their equipment from and return it to the Elections Warehouse.

ENG - ENG is a broadcasting (usually television) industry acronym which stands for **E**lectronic **N**ews **G**athering. It can mean anything from a lone reporter taking a single camcorder out to get a story to an entire television crew taking a satellite truck on location to do a live report for a newscast. In its early days, the term ENG was used by newsroom staff to differentiate between the NG (newsgathering) crews that collected tv news with traditional film cameras and the new ENG crews who collected tv news with new electronic analogue tape formats like low band U-matic. The requirement for the differentiation stems from the radically different methods of post-production involved in video versus film. Film needed to be processed before editing, unlike tape where footage could be edited fairly quickly, thus dramatically reducing the turn-around time for a story.

ES&S - **E**lectronic **S**ystems & **S**oftware Inc., a company based in Omaha, NE, that manufactures the iVotronic voting machine.

eSlate[®] - The device that voters use to cast their ballots. eSlate is about the size of a legal pad. Ballots are presented to the voter on a durable color screen. Selections are made by using an integrated rotary optical encoder.

iVotronic - A DRE voting machine manufactured by Electronic Systems & Software Inc.

Hart - Hart InterCivic, Inc. makes electronic voting equipment and document management software for state and local governments

JBC - Judge Booth Controller which manages the election process in each precinct; enables the election official to know which booths are in use at any given time; issues access codes for voting; and presents each voter with the appropriate ballot style. The JBC can control up to 12 eSlate units.

Malware - **Malicious Software** is software designed to infiltrate or damage a computer system without the owner's informed consent. It is a portmanteau of the words "malicious" and "software". The expression is a general term used by computer professionals to mean a variety of forms of hostile, intrusive, or annoying software or program code. Software is considered malware based on the perceived intent of the creator rather than any particular features. It includes computer viruses, worms, trojan horses, spyware, adware, and other malicious and unwanted software. In law, malware is sometimes known as a "computer contaminant". Malware should not be confused with defective software, that is, software which has a legitimate purpose but contains harmful bugs.

MBB - **M**obile **B**allot **B**ox[™] is eSlate's reusable, portable, flash memory PC card. Used to store election information, the MBB is the link among all components of the eSlate System. Each MBB is uniquely serialized for each election and tracked by the Ballot Origination Software System (BOSS) and Tally applications. When inserted into the Judge's Booth Controller, the MBB supplies election information and ballot styles at the polling place and stores the cast votes. Because the MBB uses solid-state, non-volatile memory storage, no batteries or constant power supplies are required to maintain data.

MiniDV - Digital Video (DV) is a digital video format launched in 1994, and, in its smaller tape form factor MiniDV, has since become a standard for home and semiprofessional video production; it is sometimes used for professional purposes as well, such as filmmaking and electronic news gathering. The DV specification (originally known as the Blue Book, current official name IEC 61834) defines both the codec and the tape format. Features include intraframe compression for uncomplicated editing, a standard interface for transfer to non-linear editing systems (FireWire also known as IEEE 1394), and good video quality, especially compared to earlier consumer analog formats such as 8 mm, Hi-8 and VHS-C. DV now enables filmmakers to produce movies inexpensively, and is strongly associated with independent film and citizen journalism.

Opening the Polls - The steps necessary to and the act of having the voting mechanism ready to accept citizen voting inputs on Election Day, usually by an agreed upon time.

Parallel Testing, Parallel Monitoring - The process of conducting mock voting on selected DREs on election day in order to detect software and security flaws. This differs from pre-election testing, which may not detect security attacks set to initiate only on election day.

PC card - See **PCMCIA**

PCMCIA - Personal Computer Memory Card International Association, and pronounced as separate letters. PCMCIA is an organization that has developed a standard for small, credit card-sized devices called PC Cards. Originally designed for adding memory to portable computers, the PCMCIA standard has been expanded several times and is now suitable for many types of devices

PEB - Personal Electronic Ballot is a portable data bank which holds the ballot styles for the election. This can be programmed to carry images, text, and also multiple languages. The PEB is inserted by the pollworker. This downloads the appropriate ballot for the voter into the iVotronic.

Pilot Test - A Pilot Test is a precursor to a full-scale study or test. Usually conducted with a smaller sample size than the full study, a pilot is generally intended to test experimental procedures and to obtain information useful for conducting power calculations.

RFID - Radio Frequency Identification is a technology that uses electronic tags for storing data. RFID tags are also known as “electronic labels,” but are more accurately described as transponders. They are made up of an RFID chip attached to an antenna. RFID chips may be battery-powered or derive their power from the radio frequency waves from the RFID reader. RFID tags are most often used to identify items in the same way bar codes are. But RFID tags do not require an optical scanner, and they can be embedded and read from within packages. RFID-tagged items can be identified much faster and more accurately than bar-coded items.

SOS - Office of the Secretary Of State, Texas

Straight Party Vote - Choosing the voting option to vote only within the confines of a particular party, i.e. Democratic, Republican, Libertarian, or Independent.

Tamper-Proof or Tamper-Evident Seal - A seal or tag which when broken would be

both obvious and visible.

Test Script - A list of directions for testing purposes. A known outcome is listed so that the actual outcome can be compared to what is expected.

Test Team - The finite group conducting all the test parameters for a particular County in the Parallel Monitoring project.

ENDNOTES

- ¹ Jones, Douglas, *Testing Voting Systems*, Voting and Elections.
<<http://www.cs.uiowa.edu/~jones/voting/testing.shtml>> (accessed November 20, 2006)
- ² R&G ASSOCIATES, LLC. 2005. Parallel Monitoring Program Special Statewide Election November 8, 2005 Report of Findings, Sacramento: State of California, Secretary of State
<http://www.ss.ca.gov/elections/2005_pmp_report_final.pdf> (accessed November 20, 2006)
- ³ Jones, Douglas, Voting and Elections, <<http://www.cs.uiowa.edu/~jones/voting/>> (November 20, 2006)
- ⁴ California Institute of Technology, Caltech/MIT Voting Technology Project,
<<http://www.vote.caltech.edu/>> (November 20, 2006)
- ⁵ "The Machinery of Democracy: Protecting Elections in an Electronic World", pp 23-30, Brennan Center Task Force on Voting System Security, Lawrence Norden, Chair, Brennan Center for Justice at NYU School of Law, New York, NY, 2005
- ⁶ Texas Secretary of State, *Online Poll Worker Training*, Elections & Voter information,
<<http://www.sos.state.tx.us/elections/onlinepollworker.shtml>> (November 20, 2006)
- ⁷ "The Machinery of Democracy: Protecting Elections in an Electronic World", Brennan Center Task Force on Voting System Security, Lawrence Norden, Chair, Brennan Center for Justice at NYU School of Law, New York, NY, 2005.
- ⁸ R&G ASSOCIATES, LLC. 2005. Parallel Monitoring Program Special Statewide Election November 8, 2005 Report of Findings. Sacramento: State of California, Secretary of State
<http://www.ss.ca.gov/elections/2005_pmp_report_final.pdf> (November 20, 2006)
- ⁹ The Brennan Center for Justice, *Voting Technology*,
<http://www.brennancenter.org/subpage.asp?key=38&init_key=105> (November 20, 2006)
- ¹⁰ The Federal Election Commission Help America Vote Act of 2002,
<<http://www.fec.gov/hava/hava.htm>> (November 20, 2006)
- ¹¹ Diebold Election Systems, *Demos*, <<http://www.diebold.com/dieboldes/demos.asp>> (November 20, 2006).
- ¹² *Ibid.*

¹³ Hart intercivic, *How to Vote Video*,
<<http://www.hartintercivic.com/innerpage.php?pageid=114>> (November 20, 2006)

¹⁴ Electronic Frontier Foundation, *Electronic Voting Machine Information Sheet (Hart InterCivic – eSlate 3000)*, E-voting, <http://www.eff.org/Activism/E-voting/20040818_hart_eslate_v0.8.pdf#search=%22hart%20eslate%20voting%20system%20%22> (November 20, 2006)

¹⁵ McLennan County, Texas, *McLennan County eSlate Installation Frequently Asked Questions*, Elections Office, <<http://www.co.mclennan.tx.us/elections/eslate/5faqs.html>> (November 20, 2006)

¹⁶ *The Machinery of Democracy: Protecting Elections in an Electronic World*, pp 23-30, Brennan Center Task Force on Voting System Security, Lawrence Norden, Chair, Brennan Center for Justice at NYU School of Law, New York, NY, 2005.

AI-2377

9.A.

Agenda Request
CC REGULAR

Date: 02/13/2007
Submitted By: Kimberly Echavarria, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3

Agenda Item

CAPTION

Presentation and discussion of 2006 Racial Profiling Report as presented by Hidalgo County Constable Pct. 3 Department in accordance with Article 2.133 of the Texas Code of Criminal Procedures

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/02/2007 04:05 PM	APRV
2	Dale Kennan	Dale Kennan	02/02/2007 04:28 PM	APRV
3	Purchasing Department	Marty Salazar	02/07/2007 02:51 PM	APRV
4	Auditor's Office	Linda Fong	02/08/2007 08:50 AM	APRV
5	Agenda Coordinator	Monica Badillo	02/08/2007 11:01 AM	APRV

Form Started By: Kimberly Echavarria

Started On: 02/02/2007 02:51 PM

Final Approval Date: 02/08/2007

AI-2388

10.A.

**Resolution - ORCA Colonia Fund Appl.
CC REGULAR**

Date: 02/13/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Resolution: Office of Rural Community Affairs (ORCA), Texas Community Development Block Grant Program (TxCDBG), 2006 Colonia EDAP Fund Application.

BACKGROUND

Resolution authorizing the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the ORCA - TxCDBG Program, 2006 Colonia EDAP Fund Application.
(See Attachment - Resolution)

Revenue & Expenditures

Attachments

Link: [Resolution](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/07/2007 08:41 AM	APRV
2	Sergio Cruz	Sergio Cruz	02/07/2007 09:54 AM	APRV
3	Purchasing Department	Marty Salazar	02/07/2007 03:03 PM	APRV
4	Auditor's Office	Linda Fong	02/08/2007 09:19 AM	APRV
5	Agenda Coordinator	Monica Badillo	02/08/2007 11:01 AM	APRV

Form Started By: Estella Webber

Started On: 02/06/2007 10:43 AM

Final Approval Date: 02/08/2007

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: 02/05/2007


Meeting Date Request: 02/13/2007

Deadline for Action: 02/13/2007

Contact Person: Ms. Diana R. Serna

Department: Urban County Program

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

Ms. Diana R. Serna, Urban County Program Director 

Caption:

RESOLUTION: OFFICE OF RURAL COMMUNITY AFFAIRS (ORCA)
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG)
2006 COLONIA EDAP FUND APPLICATION.

Background:

Resolution authorizing the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the ORCA - TxCDBG Program, 2006 Colonia EDAP Fund Application. See Attachment - Resolution

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes: _____ No: _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

R E S O L U T I O N

A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR THE COLONIA EDAP FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners' Court of the County of Hidalgo desires to develop a viable urban community including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of the County of Hidalgo to apply for funding under the 2006 Texas Community Development Block Grant Program - Colonia EDAP Fund;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

1. That a Texas Community Development Block Grant Program Application for the Colonia EDAP Fund is hereby authorized to be filed on behalf of the County with the Office of Rural Community Affairs.
2. That the County's application be placed in competition for funding under the Colonia EDAP Fund.
3. That the application be up to \$500,000 of grant funds to provide sewer connections and related improvements for low and moderate income persons.
4. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

PASSED , AND APPROVED THIS 13th DAY OF FEBRUARY, 2007

Juan D. Salinas, III, County Judge
Hidalgo County, Texas

ATTEST:

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

**Pct. # 1 - Testing services
CC REGULAR**

Date: 02/13/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a) for professional testing services with L & G Engineering Laboratory, LLC in connection with Hidalgo County Precinct No. 1 for testing services to Mile 6 West (from HWY 107 to Mile 11 North).
2. Approval of professional services testing contract with L & G Engineering Laboratory, LLC with Hidalgo County Precinct No. 1 for the testing services for Mile 6 West (from HWY 107 to Mile 11 North) using Urban County Program Funding from Year 19 (2006) in the amount of \$7,957.90

BACKGROUND

Approval to enter into a Professional Services Testing Contract with L & G Engineering Laboratory, LLC for the testing services for Mile 6 West (from HWY 107 to Mile 11 North), L & G Engineering Laboratory, LLC was the highest firm out of three (3) firms evaluated. The Professional Services Testing Contract shall be in the total amount of \$7,957.90
(See attached scope of services)

Professional Services Agreement Amount: \$7,957.90
Available Fund:
Street Improvements (Year 19) 2006 \$776,627.81

Revenue & Expenditures

Attachments

Link: [Pct. #1 Testing Services](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/07/2007 02:29 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/08/2007 09:35 AM	APRV
3	Purchasing Department	Marty Salazar	02/08/2007 01:44 PM	APRV
4	Auditor's Office	Linda Fong	02/09/2007 03:04 PM	APRV
5	Agenda Coordinator	Monica Badillo	02/09/2007 04:01 PM	APRV

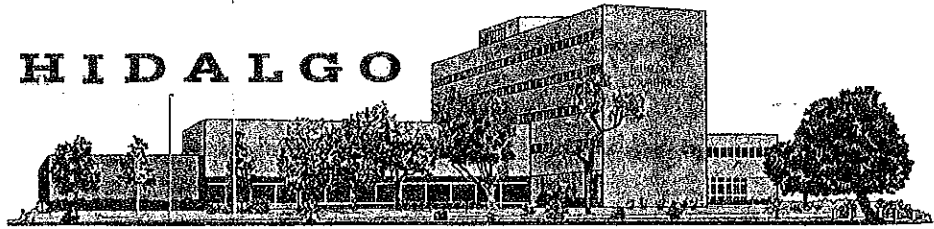
Form Started By: Estella Webber **Started On:** 02/06/2007 11:21 AM

Final Approval Date: 02/09/2007

Precinct No. 1
Testing Services
Street Improvements – Mile 6 West (from HWY 107 to Mile 11 North)
Grading-Ranking Grid

CRITERIA	L & G Engineering Laboratory		Millennium Engineers		Raba Kistner	
	Grader 1	Grader 2	Grader 1	Grader 2	Grader 1	Grader 2
Experience	53	53	51	51	51	50
Work Performance	24	20	22	22	21	21
Capacity to Perform	15	15	14	13	13	13
Affirmative Action	5	5	5	4	4	3
TOTALS	97	93	92	90	89	87
AVERAGES	95%	95%	91%	91%	88%	88%
RANKING	1	1	2	2	3	3

COUNTY *of* HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

FEB 7 2007

February 07, 2006

Hidalgo County
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Attention: Ms. Linda Sandoval

RE: Project: Mile 6 West from Mi 11 North to S.H. 107

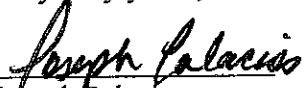
Dear Linda:

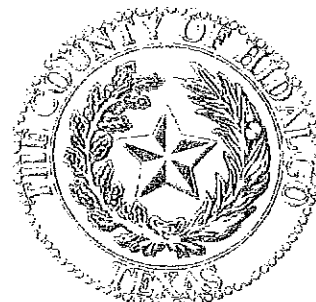
Enclosed you will find the Proposal letter from L & G Engineering for their Scope of Services regarding the above described project.

Mr. Palacios has reviewed the same and has approved the amount with L& G on their Scope of Services submitted.

Request that this quote be placed on the Agenda for next week if possible. If you have any questions, please call me or Fred Saenz.

Very truly yours,


Joseph Palacios
Chief Administrator Pct. 1



February 5, 2007

FEB 7 2007

Mr. Joseph Palacios
Chief Administrator
Attn: Mr. Fred Saenz
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

RE: Work Authorization No. 2 / Mile 6 Reconstruction Project

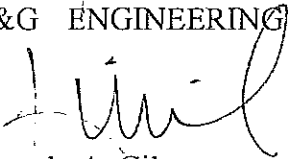
Dear Mr. Saenz:

L&G Engineering Laboratory, L.L.C. (L&G), is thankful for providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 2
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No. 2 and look forward to working with **Hidalgo County Pct. 1**. If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.


Ricardo A. Gil
Laboratory Manager

Attachments

Attachment I
Mile 6 West (Approx. 5 1/2 Miles)
Prepared For Hidalgo County Pct. No. 1

<i>In-Situ Subgrade Laboratory Testing</i>					
Tech Time	5	Hrs.	\$40.50	\$202.50	based on 2 trips and 2 samples for MD Det & Atterberg Limits
Trip Charge	50	Mi	\$0.52	\$26.00	
Proctor	2	Ea.	\$174.45	\$348.90	
Atterberg	2	Ea.	\$67.50	\$135.00	
Reports	4	Ea.	\$18.00	\$72.00	
Sub.				<u>\$784.40</u>	
<i>In-Situ Subgrade Field Density Testing</i>					
Tech Time	12.5	Hrs.	\$40.50	\$506.25	based on 5 trips to perform field density testing on subgrade
Trip Charge	125	Mi	\$0.52	\$65.00	
Comp. Test	16	Ea.	\$20.25	\$324.00	
Reports	5	Ea.	\$18.00	\$90.00	
Sub.				<u>\$985.25</u>	
<i>Roadway Base Materials Testing - Laboratory</i>					
Tech Time	3.5	Hrs.	\$40.50	\$141.75	based on 1 trips to pick up one base mtl sample
Trip Charge	25	Mi.	\$0.52	\$13.00	
Sieve Analysis	1	Ea.	\$50.65	\$50.65	
Texas Wet Ball Mill	1	Ea.	\$196.95	\$196.95	
Atterberg	1	Ea.	\$67.50	\$67.50	
Moisture-Density Determ	1	Ea.	\$174.45	\$174.45	
Reports	2	Ea.	\$18.00	\$36.00	
Sub.				<u>\$680.30</u>	
<i>Base Material Field Density Testing</i>					
Tech Time	12.5	Hrs.	\$40.50	\$506.25	based on 5 trips to perform field density testing on Caliche
Trip Charge	125	Mi	\$0.52	\$65.00	
Comp. Test	20	Ea.	\$20.25	\$405.00	
Reports	5	Ea.	\$18.00	\$90.00	
Sub.				<u>\$1,066.25</u>	
<i>Asphalt Testing-Field and Laboratory</i>					
Tech Time	24	Hrs.	\$51.75	\$1,242.00	based on 6 trips to perform asphalt rolling patterns, secure samples and perform laboratory testing
Trip Charge	275	Mi	\$0.52	\$143.00	
Rolling Patterns	18	Ea.	\$33.75	\$607.50	
Laboratory Molded (ga)	6	Ea.	\$91.90	\$551.40	
%AC-Grad	6	Ea.	\$197.00	\$1,182.00	
Rice Gravity (gr)	6	Ea.	\$101.30	\$607.80	
Reports	6	Ea.	\$18.00	\$108.00	
Sub.				<u>\$4,441.70</u>	

Total Estimated Materials Testing Fees

\$7,957.90

AI-2390

10.C.

**Bids - HOME Rehab
CC REGULAR**

Date: 02/13/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Consider awarding bid for the demolition and reconstruction of one (1) unit in the City of San Juan in the total amount of \$44,499.99 to Quality Investments and the demolition and reconstruction of two (2) units in the Countywide area in the total amount of \$52,999.99 to Quality Investments and \$46,827.00 to J.D. Villarreal Construction.

BACKGROUND

The families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioner’s Court on December 12, 2006. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, January 31, 2007, for the reconstruction including demolition of one (1) existing structure in the City of San Juan and two (2) existing structures in the Countywide area. A review and tabulation of bid revealed that Quality Investments was the lowest bidder for the City of San Juan project in the amount of \$44,499.99; \$52,999.99 to Quality Investments and \$46,827.00 to J.D. Villarreal for the Countywide Area.

(See Attachments)

Revenue & Expenditures

Attachments

Link: [Bids - HOME Rehab](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/07/2007 08:41 AM	APRV
2	Sergio Cruz	Sergio Cruz	02/07/2007 09:54 AM	APRV
3	Purchasing Department	Marty Salazar	02/07/2007 03:04 PM	APRV
4	Auditor's Office	Linda Fong	02/08/2007 09:22 AM	APRV
5	Agenda Coordinator	Monica Badillo	02/08/2007 11:01 AM	APRV

Form Started By: Estella Webber
Started On: 02/06/2007 11:50 AM

Final Approval Date: 02/08/2007

URBAN COUNTY PROGRAM

**Hidalgo County Commissioner's Court
Agenda Request Form**

No. _____

Date: FEBRUARY 5, 2007

Meeting Date Request: FEBRUARY 13, 2007

Deadline for Action: A.S.A.P

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME Program

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

Diana R. Serna, Urban County Director

AGENDA:

Consider awarding bid for the demolition and reconstruction of one (1) unit in the City of San Juan in the total amount of \$44,499.99 to Quality Investments and the demolition and reconstruction of two (2) units in the Countywide area in the total amount of \$52,999.99 to Quality Investments and \$46,827.00 to J. D. Villarreal Construction.

STAFF COMMENTS & RECOMMENDATION:

The families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioner's Court on December 12, 2006. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, January 31, 2007, for the reconstruction including demolition of one (1) existing structure in the City of San Juan and two (2) existing structures in the Countywide area. A review and tabulation of bid revealed that Quality Investments was the lowest bidder for the City of San Juan project in the amount of \$44,499.99; \$52,999.99 to Quality Investments and \$46,827.00 to J.D. Villarreal for the Countywide Area.

<u>CONTRACTOR</u>	<u>APPLICANT</u>	<u>CASE NUMBER</u>	<u>CITY</u>	<u>FUNDING YEAR</u>	<u>LOCATION OF PROPERTY</u>
Quality Investments Rehabilitation \$44,499.99 Deferred Loan – Disabled	Nicholas & Hermelinda Cardenas	SJ 75-06-01	San Juan	CDBG 2003, 2005 & 2006	Lot #35, BAR SUBDIVISION, UNIT #4 HIDALGO COUNTY, TEXAS.
Quality Investments Rehabilitation \$52,999.99 Deferred Loan – Elderly Partial pay back due to add. 1 bedroom	Benita Davila	CW 85-06-34	Countywide	HOME 2005	The North One Hundred Fifty (N 150') Block Eleven (11), TOWNSITE OF HARGILL, Hidalgo County, Texas, according to the map thereof Recorded in Volume 3, Page 45 & 46, Map Records Hidalgo County, Texas.
J.D. Villarreal Construction Rehabilitation Deferred 50% - Loan 50%	Natividad Flores	CW 85-06-34	Countywide	HOME 2005	Lot Twenty (20) SIOUX ESTATES SUBDIVISION UNIT NO. 1, being a subdivision of the South 13.24 acres of Lot 14, Block 45, Alamo Land & Sugar Company's Subdivision, Hidalgo County Texas.

Approval is commended by Staff: HOME Manager [Signature] Finance Manager [Signature] Deputy Director [Signature]

Please initial for approval:

Legal Council _____ Budget _____ Human Resources _____
 Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/ Staffing Budgeted: Yes _____ No _____
 Amount Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

Housing Rehab Program

ENTITY: Countywide

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2005

SYNOPSIS:

The family is being recommended for bid approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Wait List since May 1999, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Program. The following is a profile of the project.

Natividad Flores: Family of four (4)
Applicant's age is 39, two son's ages 15 and 10, a daughter age 13.

Title Search:	No Abstract & Liens
Flood Zone:	No
Insurance:	No
Structures:	1
Taxes:	current
Assets & Deposits:	\$ 0
Pay Back:	50% of \$46,827.00;
Number of Bedrooms:	3
Square Feet:	1174
Total annual household income:	\$ 14,911.92
HUD Income Limits (family of 4):	\$ 34,500.00
Deferred 50%; Loan 50%	

Existing Dwelling: 1 bedroom frame home, built in 1995.

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2005

SYNOPSIS:

The family is being recommended for bid approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Wait List since January 2000, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Program. The following is a profile of the project.

Benita Davila: Family of three (3)
Applicant's age is 78, daughter's age 42, and a grandson age 17.

Title Search:	No Abstract & Liens
Flood Zone:	No
Insurance:	No
Structures:	1
Taxes:	current
Assets & Deposits:	\$ 248.44
Pay Back:	Add. 1 Bedroom;
Number of Bedrooms:	3
Square Feet:	1174
Total annual household income:	\$ 15,836.80
HUD Income Limits (family of 3):	\$ 31,050.00
Pay back	Add. 1 Bedroom

Existing Dwelling: 2 bedroom frame home, built in 1972.

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of San Juan

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: CDBG 2003, 2005 & 2006

SYNOPSIS:

The family is being recommended for bid approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant was referred to us from the City of San Juan on October 2006, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Program. The following is a profile of the project.

Nicholas & Hermelinda: Cardenas	Family of four (4) Applicant's age is 55, wife's age 54 and two son's ages 17 and 10. Title Search: No Abstract & Liens Flood Zone: No Insurance: No Structures: 1 Taxes: current Assets & Deposits: \$ 163.05 Pay Back: No Number of Bedrooms: 3 Square Feet: 1183 Total annual household income: \$ 20,640.00 HUD Income Limits (family of 4): \$ 34,500.00 Deferred Loan - Disabled
--	---

Existing Dwelling: 3 bedroom frame home, built in 1991.

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program by the County Commissioner's Court.

**HIDALGO COUNTY PURCHASING DEPARTMENT
 BID TABULATION SHEET**

DEPARTMENT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

BID OPENING DATE: January 31, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "BIDS ON HOUSING REHABILITATION"

GRANT NO: M-04-UC-48-0501

Bid No	Bidder/Company Name	Location	Total Lump Sum	Bid Bond/Cashier Check
1	Rolando's General Construction	Cardenas	\$ 47,000.00	Bid Bond
		Davila	\$ 54,000.00	Bid Bond
		Flores	\$ 51,999.99	Cashier Check
2	Quality Investment	Cardenas	\$ 44,499.99	Cashier Check
		Davila	\$ 52,999.99	Cashier Check
		Flores	\$ 51,999.99	Cashier Check
3	De Leon Construction	Flores	\$ 54,000.00	Cashier Check
		Cardenas	\$ 46,770.00	Bid Bond
		Davila	\$ 57,770.00	Bid Bond
4	J. D. Villarreal Construction	Flores	\$ 46,827.00	Bid Bond
		Cardenas	\$ 49,200.00	Cashier Check
		Davila	No Bid	Cashier Check
5	Image Construction	Flores	\$ 54,600.00	Cashier Check

**Agreement-La Joya Water Supply
CC REGULAR**

Date: 02/13/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Hidalgo County Urban County Program on behalf of Hidalgo County Precinct # 3 is requesting authorization to approve an agreement with La Joya Water Supply Corporation in the amount of \$486,220.00. The agreement is for the installation of a waterline, approximately 3 miles in length, from the Havana Water Plant to Sullivan City. Hidalgo County Precinct No.3 will be utilizing recaptured Urban County Program water/sewer improvement funds from the cities of Granjeno, Palmview Palmhurst, Peñitas, and Sullivan City for funding Years 12(1999), 13(2000), 14(2001), 16(2003), 17(2004), 18(2005), and 19(2006).

BACKGROUND

Hidalgo County Urban County Program will make a one-time payment on behalf of Hidalgo County Precinct No.3 in the amount of \$486,220.00 to La Joya Water Supply Corporation which is the sole source provider in the La Joya and Sullivan City area. La Joya Water Supply Corporation will perform the installation through its own contractor under service agreement utilizing accepted construction methods.

Contract Amount: \$ 486,220.00

Available Funding: \$1,565,667.30 Year 12(1999), 13(2000), 14(2001), 16(2003), 17 (2004), 18(2005),19(2006) Precinct No.3 Water/Sewer Improvements

Revenue & Expenditures

Attachments

Link: [Agreement LJWSC](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/08/2007 08:35 AM	APRV
2	Dale Kennan	Dale Kennan	02/08/2007 10:35 AM	APRV
3	Purchasing Department	Marty Salazar	02/08/2007 01:50 PM	APRV
4	Auditor's Office	Linda Fong	02/09/2007 03:11 PM	APRV
5	Martha Salazar			NEW
6	Agenda Coordinator			

Form Started By: Estella Webber

Started On: 02/07/2007 04:06 PM

Final Approval Date:

STATE OF TEXAS
COUNTY OF HIDALGO

{
{
{

AGREEMENT

This Agreement, made and entered into on this the 13th day of February, 2007 by and between **Hidalgo County-Urban County Program** and on behalf of Hidalgo County Precinct #3 hereinafter referred to as "ENTITY," a political subdivision of the State of Texas and La Joya Water Supply Corporation a private not-for-profit organization, hereinafter referred to as "SUB RECIPIENT".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in Exhibit A and permitted by 24 CFR §570.201 (l); and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the *eligible* activities described in Exhibit A can be carried out in the **ENTITY's** jurisdiction;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of CDBG funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work**, of this Agreement for and in consideration of CDBG funding in the amount of \$486,220.00 enumerated in **Exhibit B-1: Grant Budget** and **B-2: Payment Schedule**.

SECTION II Statement of Work (Continued)

SUBRECIPIENT agrees to notify **ENTITY** *in writing* of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval *in writing* from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity**, of this Agreement, and shall notify **ENTITY**, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedules of Activities.

SECTION III Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of CDBG funds.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Payments**.

ENTITY agrees that the program income stipulation is not applicable to **SUBRECIPIENT**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds will be returned to **ENTITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604.

SECTION VIII Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" and the following attachments to OMB Circular No. A-110 as applicable:

- (1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance;
- (2) Attachment B, "Bonding and Insurance";
- (3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions in paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR §570.507, in which the specific activity is reported on for the final time;
- (4) Attachment F, "Standards for Financial Management Systems";
- (5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;
- (6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds not needed by the **SUBRECIPIENT** for CDBG activities shall be transferred to the **ENTITY** for the use of the CDBG program or shall be retained after compensating the **ENTITY** for the original cost of such property or the portion thereof acquired with CDBG Funds; and
- (7) Attachment O, "Procurement Standards".

SECTION IX Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E.

This agreement may be terminated for convenience by either party at any time prior to the full term of the Agreement period, provided that written notice is given to the other party thirty (30) days in advance.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and La Joya Water Supply Corporation**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** for and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XIV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on

Exhibit A.

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A**.

SECTION XV Legal Action and Venue

The **SUBRECIPIENT** agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVI Miscellaneous Provisions

14.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14.02 **No Waiver.** No waiver by **ENTITY** 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.

14.03 **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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14.05 **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 (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to ENTITY:

Hidalgo County
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to SUBRECIPIENT:

La Joya Water Supply Corporation
P.O. Box A
La Joya, TX 78560

SECTION XVI
Miscellaneous Provisions (Continued)

14.05 (Continued) 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.

14.06 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

14.08 **Assignment.** This Agreement shall not be assignable by SUBRECIPIENT. ENTITY may assign this Agreement without the consent of SUBRECIPIENT.

14.09 **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.

14.10 **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

14.11 **Authority to Execute.** The execution and performance of this Agreement by ENTITY and SUBRECIPIENT have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of ENTITY and SUBRECIPIENT in accordance with its terms.

SECTION XVII
Effective Date

The effective date of this contract shall be the 13th day of February, 2007, such date being the date the County Commissioners' Court approved entering into this Agreement with SUBRECIPIENT, and shall terminate on the 30th day of June, 2007.

Approved and signed this ___ day of _____, 20__.

Pablo Vela, Receiver

SUBRECIPIENT Firm Name: La Joya Water Supply Corporation
Address: P.O. Box A
City/State/Zip: La Joya, TX 78560
Fed. I.D. # or Soc. Sec. #:

STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary - Signature

**COUNTY OF HIDALGO
URBAN COUNTY PROGRAM**

Witness:

Diana R. Serna
UCP Executive Director

Exhibit A
Statement of Work

Describe the type and amounts of services provided by your agency that will result from the use of grant Funds. (Please explain in detail. If additional space is needed, use additional paper.)

The funding of \$486,220.00 will:

Replace 17,025 linear feet of waterline with upgraded 12 inch DR25 fire-rated line from the Havana Water Plant going east on Highway 83. The upgraded line will defer the 30% water loss currently experienced by the present line and will also allow for the commercial and industrial development of the service area by offering fire protection (fire hydrants) that the current line cannot offer. All engineering fees shall be borne by the LJWSC.

The following services will be performed in this manner:

The installation of the line will be performed by the LJWSC through its own contractor under service agreement utilizing accepted construction methods.

The following services will be expanded/added as a result of CDBG funds:

Increased access to water service for customers of the LJWSC by negating water service loss due to constant breaks in the existing line. Increased access to fire protection along Highway 83.

The following type of beneficiaries will be served:

At least 51% of service area covered by the line are persons of low/mod income.

The services will be provided at the following address and/or location(s):

CT 24201 BG 1-4; CT 24202 BG1-4

Exhibit B-1
Grant Budget
City: _____ / Pct.: 3

TYPE OF EXPENDITURES	BUDGETED AMOUNT
12" PVC, 17025 LINEAR FEET AT \$22.00 PER FT	\$ 374,550.00
12" PVC 90 DEGREE BEND; 1 AT \$750.00 EACH	\$ 750.00
6" FLUSH VALVES 10 AT \$1,250.00 EACH	\$ 12,500.00
TIE-IN TO EXISTING WATERLINE; 2 AT \$2,500.00 EACH	\$ 5,000.00
12" VALVE AND BOX; 12 AT \$2,500.00 EACH	\$ 30,000.00
SUBTOTAL	\$ 422,800.00
15% CONSTRUCTION CONTINGENCY	\$ 63,420.00
	\$
TOTAL GRANT BUDGET:	\$ 486,220.00

EXHIBIT B-2
PAYMENT SCHEDULE
City: _____ / Pct.: _____

2007 _ For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
JULY	\$	
AUGUST	\$	
SEPTEMBER	\$	
OCTOBER	\$	
NOVEMBER	\$	
DECEMBER	\$	
JANUARY	\$	
FEBRUARY	\$ 486,220.00	CONSTRUCTION AND SUPPLY COSTS
MARCH	\$	
APRIL	\$	
MAY	\$	
JUNE	\$	
TOTALS:	\$ 486,220.00	

Exhibit C Records & Reports

City: _____ / Pct.: 3

A). When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

B). 1 Performance report must be submitted to the Urban County Program at the completion of the project. The performance report must have the following items:

- Period covered by Performance Report
- Type of services provided
- Type of Equipment/Supplies Purchased
- Amount of fund Expended
- Number of Beneficiaries Served & Ethnicity Data
 - 4000 White, non Hispanic
 - 600 Black, non Hispanic
 - Native American
 - 75 Asian or Pacific Islander
 - 19000 Hispanic
 - 23675 Total
- Other significant Information

***BECAUSE OF THE NATURE OF THIS PROJECT, THE URBAN COUNTY PROGRAM WILL ASSUME THE LEAD IN GATHERING THE DATA ABOVE (BENEFICIARY AND ETHNICITY DATA) FOR FILE COMPLIANCE.**

C). SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program.

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

D). SUBRECIPIENT must maintain proper financial records.

Exhibit D
Schedule of Activity
City: _____ / Pct.: 3

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of twelve months from contract date.

<u>20 07</u> For the Months of...	Number of Beneficiaries	Services
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
JANUARY		
FEBRUARY	0	Order materials for project
MARCH	0	Commence project construction
APRIL	0	Continue and complete construction
MAY	23675	Increased access to water for LJWSC customers and fire protection along hwy 83
JUNE		

EXHIBIT E
REQUESTS FOR PAYMENT

City: _____ / Pct.: 3

- A) **SUBRECIPIENT shall submit one invoice for the entire cost of the project. This invoice can be submitted at the onset of the project. Entity will pay in advance the total cost of the project.**

- B) **ENTITY will only reimburse for those costs and areas eligible as identified in Exhibits A, B, C, and D.**

AI-2432

10.E.

**Benches -North San Juan
CC REGULAR**

Date: 02/13/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY

Agenda Item

CAPTION

Requesting authorization to award a contract to Play Well Group for the purchase of park benches for North San Juan Park utilizing Precinct No.2 Urban County Program Parks, Recreational Facilities funding from Year 17 (2004) and Year 18 (2005) in the amount of \$17,196.22.

BACKGROUND

Hidalgo County Urban County Program requests approval on behalf of Hidalgo County Precinct No.2 for the purchase of park benches from Play Well Group for the North San Juan Park. Precinct No.2 has selected Play Well Group which is a participating vendor through the State Cooperative Purchasing Agency Buyboard. (See attached recommendation and quote).

Contract Amount: \$17,196.22
Available Funding: \$ 2,863.48 Year 17 (2004) Precinct No. 2 Parks, Recreational Facilities
\$95,706.50 Year 18 (2005) Precinct No. 2 Parks, Recreational Facilities
\$98,569.98

Revenue & Expenditures

Attachments

Link: [Pct. #2 NSJP](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/07/2007 04:18 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/08/2007 10:32 AM	APRV
3	Purchasing Department	Marty Salazar	02/08/2007 01:49 PM	APRV
4	Auditor's Office	Linda Fong	02/09/2007 03:12 PM	APRV
5	Agenda Coordinator	Monica Badillo	02/09/2007 04:02 PM	APRV
Form Started By: Estella Webber			Started On: 02/07/2007 03:50 PM	

Final Approval Date: 02/09/2007

Hidalgo County

Precinct No. 2

HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

FEB 7 2007

To: Diana Serna, Director – County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

From: Honorable Hector "Tito" Palacios, Commissioner
c/o Charlie Contreras, Special Project Coordinator

February 07, 2007

RE: Purchased of Park Benches for North San Juan Park

Diana, I am interested in acquiring park benches for the North San Juan Park. The Precinct has received a very reasonable proposal from Play Well Group. This company is a member of the Buy Board. The equipment we want to purchase is 6 (6ft) Recycled Plastic Benches, 12 (8ft) Recycled Plastic Benches, 1(4ft) Recycled Plastic Bench, and 2 (15ft) Benches. The total cost of the benches is \$17,196.22 to include shipping and handling. Our Precinct Coordinator has been provided the details on the equipment proposal.

If this meets your standards and your approval, please place it on Commissioner's Court for approval.

If you have any questions or concerns, don't hesitate to call my office at 956-787-1891.

Thanks,



CC:

Tony Barco, Urban County Program Manager
Monica Luna, Urban County Coordinator

AI-2456

11.A.

**Appointment to the Health Services District
CC REGULAR**

Date: 02/13/2007
Submitted By: Mari Gutierrez, COUNTY JUDGE
Department: COUNTY JUDGE

Agenda Item

CAPTION

Consideration and authorization to appoint a member to the Rio Grande Valley Health Services District.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 10:27 AM	APRV
2	Purchasing Department	Marty Salazar	02/09/2007 04:35 PM	APRV
3	Auditor's Office			NEW
4	Agenda Coordinator			

Form Started By: Mari Gutierrez

Started On: 02/08/2007 01:55 PM

Final Approval Date:

AI-2457

11.B.

Memberships
CC REGULAR

Date: 02/13/2007
Submitted By: Mari Gutierrez, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Agenda Item

CAPTION

1. Consideration and Authorization to join the US/Mexico Border Counties Coalition
2. Authorization to pay pro-rated annual membership dues in the amount of \$5000.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Membership](#)

Confidential documents are indicated with a **(c)**.

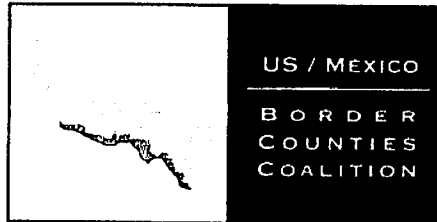
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 10:31 AM	APRV
2	Purchasing Department	Marty Salazar	02/09/2007 04:36 PM	APRV
3	Auditor's Office			NEW
4	Agenda Coordinator			

Form Started By: Mari Gutierrez

Started On: 02/08/2007 03:24 PM

Final Approval Date:



310 N. Mesa • Suite 824 • El Paso, Texas • 79901 • Tel: (915) 838-6860 • Fax: (915) 838-6880
Washington, D.C. Tel: (202) 661-4736 • Fax: (202) 329-8901
www.bordercounties.org

January 31, 2007

Ms. Veronica de Lafuente
Governmental Affairs Director
Office of Hidalgo County Judge J.D. Salinas III
100 East Cano St., 2nd Floor
Edinburg, Texas 78539

Dear Ms. de Lafuente:

In response to the request of your counsel, I am providing further clarification of the general purpose of the US/Mexico Border Counties Coalition (Coalition) and the specific services that will be provided to Hidalgo County as a member of the Coalition.

The Coalition is established as Nonprofit Mutual Benefit Corporation under California law. As stated in Article II, Section B. of its Articles of Incorporation "The specific purpose of this corporation is to provide a non-partisan, consensus-based policy and technical forum to address challenges facing county governments located on the United States/Mexico Border". In other words, it is specifically established to address the public interests of taxpayers residing on the U.S./Mexico border.

In the process of carrying out its specific stated purpose for the mutual benefit of its members, the Coalition does provide specific services to each county member. Specific services provided to Hidalgo County and benefits derived as a consequence of its membership in the Coalition include but are not limited to:

- Receipt of regular (as often as daily) communications regarding proposed federal legislation impacting the interests of Hidalgo County.
- Receipt of professional advice regarding appropriate responses to such legislation.
- Receipt of regular communications regarding federal grant opportunities benefiting Hidalgo County.
- Compilation and inclusion of its county data in the various public reports published by the Coalition. Such data is for the educational benefit of the readers and is available to the County for its own use and purposes. Examples include the Coalition's Criminal Justice Cost study, its Emergency Medical Cost study, and its Border Profile.
- Preservation of federal programs such as the State Criminal Alien Assistance Program and the Southwest Border Prosecution Initiative that directly benefit Hidalgo County.
- Opportunities to meet and network with other border counties and border service providers in mutual support.
- Opportunities to meet with federal decision makers who influence legislation and programs directly impacting the County.

I hope this adequately addresses the request of your counsel. We look forward to your active participation in the Coalition as our collective efforts produce more and better results for the benefit of all border county residents.

Sincerely,

David M. Austin
Border Representative

The United States/Mexico Border Counties Coalition

Invoice

El Paso Office
310 N. Mesa, Suite 824
El Paso, Texas 79901

Date	Invoice #
1/1/2007	450

Bill To
Ms. Veronica de Lafuente Hidalgo County PO Box 1356 Edinburg TX 78540

Description	Amount
Pro-rated Annual membership dues - 2006/2007	5,000.00
RECEIVED JAN 23 2007 <i>ME</i> COUNTY JUDGE	
We appreciate your prompt payment.	Total \$5,000.00

AI-2472

11.C.

2007-Intradepartmental transfer
CC REGULAR

Date: 02/13/2007
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Rigo Villarreal
Department: COUNTY JUDGE

Agenda Item

CAPTION

Approval of intradepartmental transfer: 2007-County Judge's Office (1100)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: ACCT. #: 7-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

From 743 to 666 in the amount of \$2,000.00. Available balance is \$6,000.00 as of 2/9/07.

Attachments

Link: [transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 04:11 PM	APRV
2	Dale Kennan	Dale Kennan	02/09/2007 04:52 PM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:57 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Sandra De Leon

Started On: 02/09/2007 03:56 PM

Final Approval Date:

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: February 9, 2007

DEPARTMENT HEAD: Judge JD Salinas III

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 7-1100-413-00-110-006-0

CONTACT PERSON: Raul Lozano PHONE: 318-2600

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
743	Office Equipment	666	Minor Office Furniture	2,000.00
TOTAL				2,000.00

REASON: Need to create object code to order office furniture.


 DEPARTMENT HEAD SIGNATURE

9-Feb-07
 CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

Phptp://10.1.1.47/frs/agenda/agenda_memo.cfm?seq=2423&rev_num=0&formid=AG_MEMO&stopid=1&sortby=form_num,%20rev_num&StartRow=1#Planning
Department

CC REGULAR

Date: 02/13/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Agenda Item

CAPTION

1. **FINAL APPROVAL**
 - a. Circle K No. 2212 Subdivision - Pct. 3 (E.V. Bonner)
 - b. Tierra Norte Subdivision - Pct. 1 (Ricardo Ochoa)
 - c. Platinum Estates Subdivision - Pct. 4 (San Juanita Palacios)
2. **FINAL APPROVAL WITH FINANCIAL GUARANTEE**
 - a. Hopewell Gardens Subdivision - Pct. 4 (Baldemar Balderas)
 - b. Zando Subdivision - Pct. 1 (Kyle Bennett)
 - c. Claudia/Jorge Subdivision - Pct. 3 (Jorge Gonzalez)
 - d. Hutton No. 2 Subdivision - Pct. 3 (Cruz Hogan)
 - e. Hutton No. 3 Subdivision - Pct. 3 (Karen Hutton)
3. **Request authorization to rename county dedicated roads within Hidalgo County Pct. 3 - Eduardo's No. 7 Subdivision as follows:**

From: 01 Street	To: Azul Street
From: 02 Street	To: Claudia Street
From: 03 Street	To: Karen Street

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Circle K 2212 - Final](#)
 Link: [Circle K 2212 - plat](#)
 Link: [Tierra Norte - Final](#)
 Link: [Tierra Norte - plat](#)
 Link: [Platinum Estates - Final](#)
 Link: [Platinum Estates - plat](#)
 Link: [Hopewell Gardens - Final](#)
 Link: [Hopewell Gardens - plat](#)
 Link: [Zando - Final](#)
 Link: [Zando - plat](#)
 Link: [Claudia/Jorge - Final](#)
 Link: [Claudia/Jorge - plat](#)
 Link: [Hutton No. 2 - Final](#)
 Link: [Hutton 2 - plat](#)
 Link: [Hutton No. 3 - Final](#)
 Link: [Hutton 3 - plat](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/07/2007 03:42 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/08/2007 10:29 AM	APRV
3	Purchasing Department	Marty Salazar	02/08/2007 01:46 PM	APRV
4	Auditor's Office	Linda Fong	02/09/2007 04:25 PM	APRV
5	Agenda Coordinator	Monica Badillo	02/09/2007 05:13 PM	APRV

Form Started By: Nora Cavazos
Started On: 02/07/2007 02:47 PM

Final Approval Date: 02/09/2007



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 7, 2007

RE: **Circle K Subdivision No. 2212 – Pct. 3**
Final Approval

Circle K No. 2212 is a one (1) commercial lot subdivision located on the Northwest corner of Mile 7 Road and Doffing Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 10, 2006. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

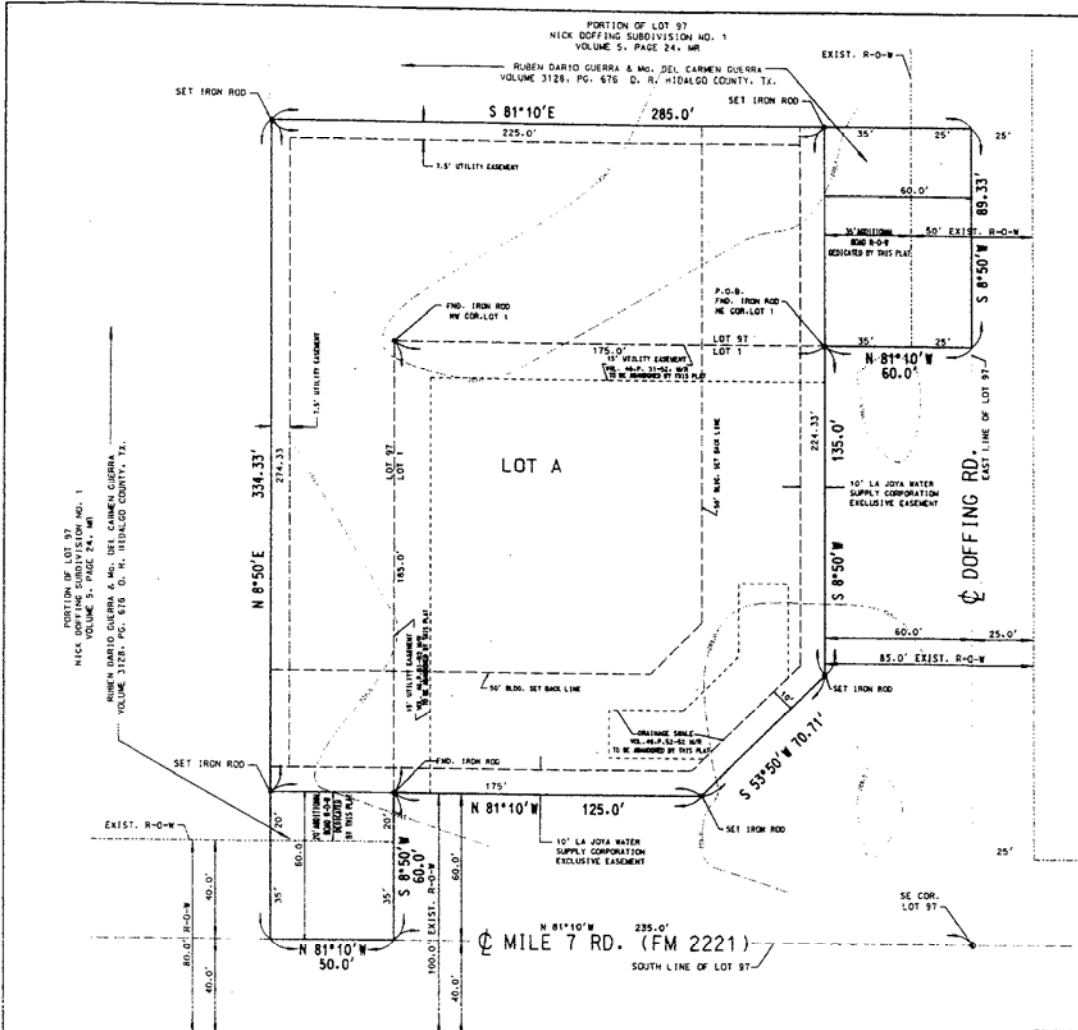
The proposed subdivision plat will dedicate twenty (20) feet on Mile 7 Road and thirty five (35) feet on Doffing Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jerry Davis and approved by the Hidalgo County Environmental Health Department. Septic tank has been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing twelve (12) inch waterline on Mile 7 North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary approval from the Hidalgo County Commissioner's Court on September 12, 2006. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **February 12, 2007**.



HIDALGO COUNTY IRRIGATION NO. 6 CERTIFICATE
 THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION NO. 6 THIS 16 DAY OF November, 2006.
 SUBJECT TO THE FOLLOWING:
 1) NO BUILDING ALLOWED ON TOP OF AN IRRIGATION LINE;
 2) 15.0 FEET EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHT-OF-WAY AND EASEMENT OF DISTRICT; AND
 4) IF SUBDIVISION IS NOT NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

Thomas H. Thayer PRESIDENT DATE
H. John White SECRETARY DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE
 HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

GODFREY GARZA JR. DATE

STATE OF TEXAS COUNTY OF HIDALGO
 I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY DIRECTION ON THE GROUND. THERE ARE NO DISCREPANCIES, CONFLICT OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR ANY OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

Plinio C. Medina 10/26/06
 PLINIO C. MEDINA DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1590

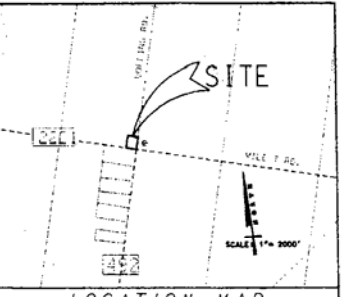
STATE OF TEXAS COUNTY OF HIDALGO
 I, GILBERTO ANTONIO GRACIA, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN IN THIS PLAT.

Gilberto A. Gracia 9-21-06
 GILBERTO A. GRACIA DATE
 REGISTERED PROFESSIONAL ENGINEER P.E. REGISTRATION NO. 82477

STATE OF TEXAS-COUNTY OF HIDALGO PLAT APPROVAL CERTIFICATE
 UNDER LOCAL GOVERNMENT CODE 232.028
 I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CIRCLE K # 2212 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE DATE ATTEST: HIDALGO COUNTY CLERK DATE
 COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ 2006, AND WAS RECORDED IN BOOK _____ SHEET _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____ 2006.

LOCATION OF CIRCLE K # 2212 SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL JURISDICTION OF A MUNICIPALITY:
 CIRCLE K # 2212 SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 3 ON THE WEST SIDE OF HIDALGO COUNTY AT THE NORTHWEST INTERSECTION OF FM 2221 AND DOFFING ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 60,148). CIRCLE K # 2212 SUBDIVISION LIES APPROXIMATELY FIVE (5) MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S 3.5 EXTRAJURISDICTIONAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 49.021(BUT IT IS WITHIN THE CITY'S FIVE-MILE ETJ UNDER LOCAL GOVERNMENT CODE 5.212.001).



LOCATION MAP
 PREPARED BY: ALPHAMERICAN ENGINEERING
 317 E. PARK AVE.
 PHARR, TEXAS 78577
 DATE PREPARED: 07-10-06
 DATE SURVEYED: 02-27-06

SUBDIVISION PLAT OF CIRCLE K # 2212 SUBDIVISION
 A 1.581 ACRE TRACT OUT OF COMPRISED ALL OF LOT 1, RUBEN GUERRA SUBDIVISION, RECORDED IN VOLUME 49, PAGE 151 MAP RECORDS AND 0.674 ACRE OUT OF LOT 97, MCK DOFFING SUBDIVISION NO. 1, RECORDED IN VOLUME 5, PAGE 24, MAP RECORDED IN ALL IN HIDALGO COUNTY, TEXAS.
 PLAT SHEET 1

METES & BOUNDS
 A 1.581 ACRE TRACT OF LAND, COMPRISED OF ALL OF LOT 1, RUBEN GUERRA SUBDIVISION, RECORDED IN VOLUME 49, PAGE 151, MAP RECORDS AND 0.674 ACRE OUT OF LOT 97, MCK DOFFING SUBDIVISION, NO. 1, RECORDED IN VOLUME 5, PAGE 24, MAP RECORDED ALL IN HIDALGO COUNTY, TEXAS.
 BEGINNING AT AN IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF DOFFING ROAD;
 THENCE SOUTH 8 DEGREES 50 MINUTES WEST, ALONG THE EAST LINE OF LOT 1, AND THE WEST RIGHT-OF-WAY OF SAID ROAD, A DISTANCE OF 135.0 FEET TO AN IRON ROD SET AT AN ANGLE POINT OF LOT 1, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE SOUTH 8 DEGREES 50 MINUTES WEST, ALONG THE SOUTHWESTERLY LINE OF LOT 1 AND SOUTHWESTERLY LINE OF DOFFING ROAD, A DISTANCE OF 70.71 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, FOR THE MIDDLE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE NORTH 81 DEGREES 10 MINUTES WEST, ALONG THE SOUTH LINE OF LOT 1 AND THE WEST RIGHT-OF-WAY OF SAID ROAD, A DISTANCE OF 135.0 FEET TO AN IRON ROD SET AT AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE NORTH 81 DEGREES 10 MINUTES WEST, ALONG THE SOUTH LINE OF LOT 1, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE SOUTH 8 DEGREES 50 MINUTES WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 97, NICK DOFFING SUBDIVISION NO. 1, AT 10.0 FEET DISTANCE OF 125.0 FEET TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE SOUTH 8 DEGREES 50 MINUTES WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 97, NICK DOFFING SUBDIVISION NO. 1, AT 10.0 FEET DISTANCE OF 125.0 FEET TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE NORTH 81 DEGREES 10 MINUTES WEST, ALONG THE SOUTH LINE OF LOT 1, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE NORTH 81 DEGREES 10 MINUTES WEST, ALONG THE SOUTH LINE OF LOT 1, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE SOUTH 8 DEGREES 50 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 97, AT A DISTANCE OF 60.0 FEET TO THE WEST 285.0 FEET TO A NAIL SET ON THE EAST LINE OF LOT 97, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE SOUTH 8 DEGREES 50 MINUTES WEST, ALONG THE EAST LINE OF LOT 97, IN DOFFING ROAD, A DISTANCE OF 80.33 FEET TO A NAIL SET, FOR THE MOST NORTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE NORTH 81 DEGREES 10 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 97, AT A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING;
 IN SAID ROAD, A DISTANCE OF 80.33 FEET TO A NAIL SET, FOR THE MOST NORTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE SOUTH 8 DEGREES 50 MINUTES WEST, ALONG THE EAST LINE OF LOT 97, IN DOFFING ROAD, A DISTANCE OF 80.33 FEET TO A NAIL SET, FOR THE MOST NORTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE NORTH 81 DEGREES 10 MINUTES WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 97, AT A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING;
 IN DOFFING ROAD RIGHT-OF-WAY AND 0.046 ACRE LIES IN MILE 7 ROAD (P.E. NO. 2221) RIGHT-OF-WAY.

- FLOOD ZONE DESIGNATION:**
 ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480-334-0290 D, REVISED JUNE 9, 2000.
- SETBACKS:**
 30.0 FEET ON FM 2221
 10.0 FEET ON DOFFING ROAD
 7.5 FEET ON EITHER SIDE WHICHEVER IS GREATER
- CONFORMANCE FOR COMMERCIAL LOTS:**
 LOT 1 SHALL COMPLY WITH THE MINIMUM STANDARDS OF THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
- MINIMUM FINISH FLOOR NOTE:**
 MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OR 12" ABOVE NATURAL GROUND. WHERE NECESSARY, ELEVATION DATA MAY BE REQUIRED FOR LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY THE AND POST CONSTRUCTION DESIGNATED FLOOD PLAIN. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD PLAIN AT THE TIME OF DEVELOPMENT.
- BENCHMARKS:**
 THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
 B.M. # 1 - SET ON TOP OF TRUFFY LIGHT POLY CONCRETE BASE AT THE NORTHWEST INTERSECTION OF DOFFING ROAD AND MILE 7 ROAD (FEET); ELEV. 428.95 U.S.C. & G. DATUM.
- DRAINAGE:**
 ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS: THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 3.643 CUBIC FEET PER ACRE FEET OF STORM WATER RUNOFF AND DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY ONSITE DETENTION SCALES.
- DRAINAGE SWALE EASEMENTS NOTE:**
 NO FILL OR PERMANENT EASEMENT SHALL BE ALLOWED WITH ANY DRAINAGE SWALE EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE.
- ON-SITE SEWERAGE FACILITIES (OSSF) NOTE:**
 THIS SUBDIVISION SHALL USE ON-SITE SEWERAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REQUIREMENTS FOR SEWERAGE. THE OWNER A SUBDIVIDER OF CIRCLE K # 212, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON ALL LOTS AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
 A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
 B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
 C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
 D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
 E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
 F. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
 G. SSP PARTNERS, A TEXAS GENERAL PARTNERSHIP, THE OWNER A SUBDIVIDER OF CIRCLE K # 212, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
 H. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHROUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE MAINTENANCE OF THE EASEMENT).
 I. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
 J. AN OFF-STREET PARKING LOT SITEPLAN AND DRAINAGE PLAN SHALL BE REQUIRED ON COMMERCIAL INDUSTRIAL USE. MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.
 K. STORM WATER DETENTION WITHIN THE LA JOIA WATER SUPPLY CORPORATION EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHROUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE MAINTENANCE OF THE EASEMENT). THE DETENTION SHOULD NOT BE DEEPER THAN 2 FEET AND THE BOTTOM SHOULD BE AT LEAST 0 FEET WIDE.

STATE OF TEXAS-COUNTY OF NUECES OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
 SOUTH FOLK SUBDIVISION VOLUME 28, P. 34
 WE, SSP PARTNERS, A TEXAS GENERAL PARTNERSHIP AS OWNERS OF THE 1.581 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CIRCLE K # 2212 SUBDIVISION HERE BY SUBDIVIDE THE LAND AS DEPICTED IN THE SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
 (A) THE WATER QUALITY AND CONNECTIONS TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
 (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
 (C) ELECTRICAL CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
 (D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
 I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

SSP PARTNERS, A TEXAS GENERAL PARTNERSHIP
 NAME: *E.V. Bonner, Jr.* 10/3/06
 E.V. BONNER, JR., EXECUTIVE V.P., DATE
 4033 BALDWIN BLVD.,
 CORPUS CHRISTI, TEXAS 78408

STATE OF TEXAS-COUNTY OF NUECES PUBLIC NOTARY CERTIFICATE
 BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E.V. BONNER, JR. TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THERE IN STATED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3RD DAY OF October, 2006

Leabra B. Smith 4.27.2007
 NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS-COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
 WE, RUBEN DARIO GUERRA & WIFE MARIA DEL CARMEN GUERRA AS PARTIAL OWNERS OF THE ABOVE REFERENCED PROPERTY WITHIN THE PROPOSED CIRCLE K # 2212 SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THE SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
 (A) THE WATER QUALITY AND CONNECTIONS TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
 (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
 (C) ELECTRICAL CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
 (D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
 I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RUBEN DARIO GUERRA & WIFE MARIA DEL CARMEN GUERRA 10-21-06
 RUBEN DARIO GUERRA DATE: MARIA DEL CARMEN GUERRA DATE: 10-21-06
 ST. NO. 40 BOX 1264 MISSION, TEXAS 78574 ST. NO. 40 BOX 1264 MISSION, TEXAS 78574

STATE OF TEXAS-COUNTY OF HIDALGO PUBLIC NOTARY CERTIFICATE
 BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUBEN DARIO & WIFE MARIA DEL CARMEN GUERRA TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THERE IN STATED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11TH DAY OF October, 2006

Leabra B. Smith 10-23-2006
 NOTARY PUBLIC MY COMMISSION EXPIRES

HIDALGO COUNTY LA JOIA WATER SUPPLY CERTIFICATE
 I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE LA JOIA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY PLAN FOR CIRCLE K # 2212 SUBDIVISION IN HIDALGO COUNTY, TEXAS. THE LA JOIA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS, THE LA JOIA WATER SUPPLY CORPORATION AGREES THAT THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET, WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF ALL WATER FACILITIES SHOWN ON THE PLAT OF THIS SUBDIVISION.

STATE OF TEXAS-CITY OF MISSION PLAT APPROVAL CERTIFICATE
 I HEREBY, THE UNDERSIGNED, MAYOR TO THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.
 MAYOR (CITY OF MISSION) DATE ATTEST: CITY SECRETARY DATE
 PLANNING AND ZONING COMMISSION CHAIRMAN DATE

I/WE, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY OF MISSION.

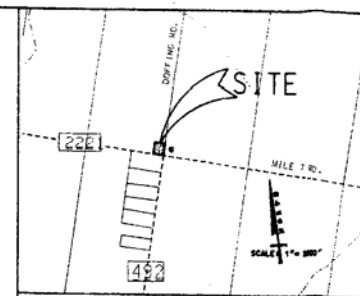
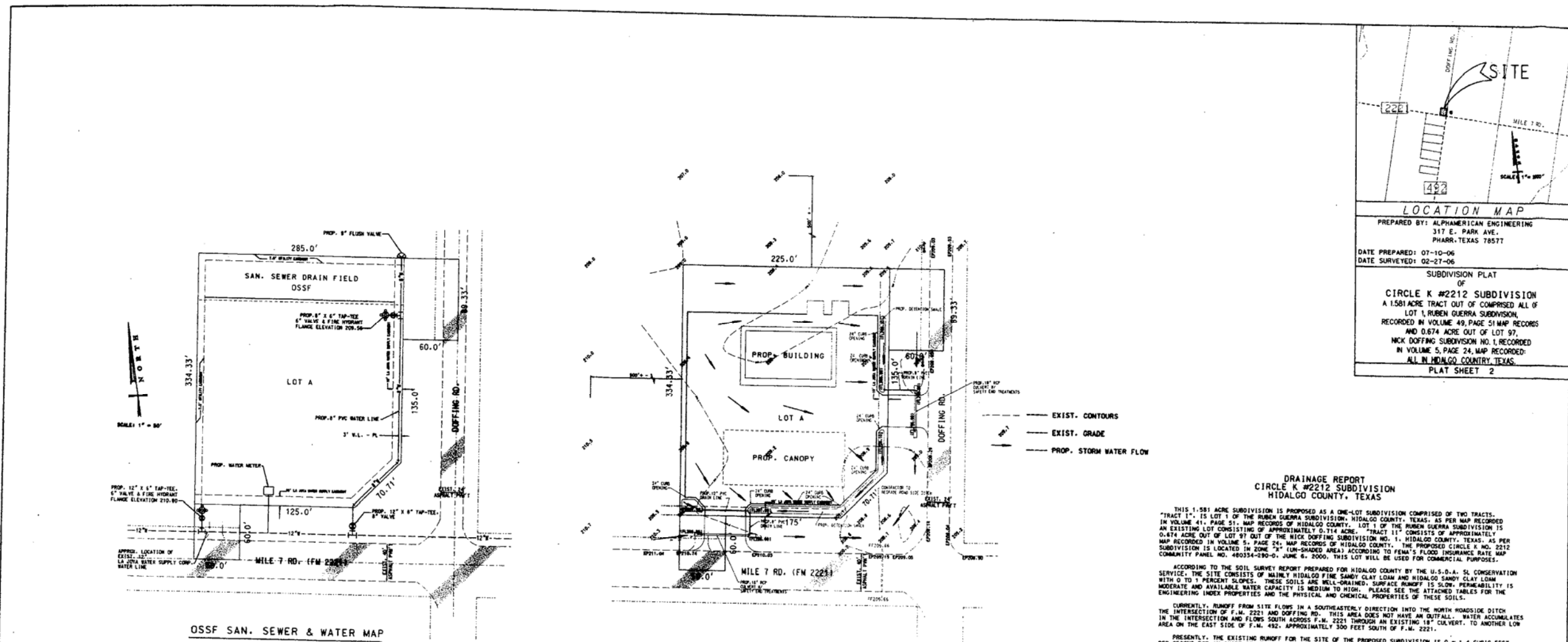
PRINCIPAL CONTACTS:

OWNER:	ADDRESS	CITY & ZIP	PHONE	FAX
E.V. BONNER, JR., EXECUTIVE V.P., SSP PARTNERS	4033 BALDWIN BLVD.	CORPUS CHRISTI, TEXAS 78408	(361) 693-3846	(361) 693-3725
RUBEN DARIO & WIFE MARIA DEL CARMEN GUERRA	ST. NO. 40 BOX 1264	MISSION, TEXAS 78574	(361) 588-4817	
ENGINEER: GILBERTO A. GRACIA, ALPHAMERICAN ENGINEERING	317 E. PARK AVE.	PHARR, TEXAS 78577	(361) 787-6758	(361) 787-6776
SURVEYOR: PLINIO C. MEDINA, R.P.L.S.	2812 N. 6TH ST.	MCCALLEN, TEXAS 78501	(361) 882-2816	(361) 882-2816

Plinio C. Medina
 REGISTERED PROFESSIONAL LAND SURVEYOR

ALPHAMERICAN ENGINEERING CONSULTANTS
 317 E. PARK AVE. TEL. (361) 787-6758
 PHARR, TEXAS 78577 FAX (361) 787-6776

NO. SHEETS	REVISIONS	DATE	APPROVED



LOCATION MAP
 PREPARED BY: ALPHAMERICAN ENGINEERING
 317 E. PARK AVE.
 PHARR, TEXAS 78577
 DATE PREPARED: 07-10-06
 DATE SURVEYED: 02-27-06
 SUBDIVISION PLAT
 OF
CIRCLE K #2212 SUBDIVISION
 A 1.581 ACRE TRACT OUT OF COMPRISED ALL OF
 LOT 1, RUBEN GUERRA SUBDIVISION,
 RECORDED IN VOLUME 49, PAGE 51 MAP RECORDS
 AND 0.674 ACRE OUT OF LOT 97,
 MCK DOFFING SUBDIVISION NO. 1, RECORDED
 IN VOLUME 5, PAGE 24, MAP RECORDS
 ALL IN HIDALGO COUNTY, TEXAS.
 PLAT SHEET 2

OSSF SAN. SEWER & WATER MAP

TOPOGRAPHY AND DRAINAGE MAP

DRAINAGE REPORT
CIRCLE K #2212 SUBDIVISION
HIDALGO COUNTY, TEXAS

THIS 1.581 ACRE SUBDIVISION IS PROPOSED AS A ONE-LOT SUBDIVISION COMPRISED OF TWO TRACTS. "TRACT 1", IS LOT 1 OF THE RUBEN GUERRA SUBDIVISION, HIDALGO COUNTY, TEXAS; AS PER MAP RECORDED IN VOLUME 41, PAGE 51, MAP RECORDS OF HIDALGO COUNTY. LOT 1 OF THE RUBEN GUERRA SUBDIVISION IS QUARTY ACRE OUT OF LOT 97 OUT OF THE MCK DOFFING SUBDIVISION NO. 1, HIDALGO COUNTY, TEXAS; AS PER MAP RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS OF HIDALGO COUNTY. THE PROPOSED CIRCLE K #2212 SUBDIVISION IS LOCATED IN ZONE "X" (UN-SHADED AREA) ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334-290-0, JUNE 6, 2000. THIS LOT WILL BE USED FOR COMMERCIAL PURPOSES.

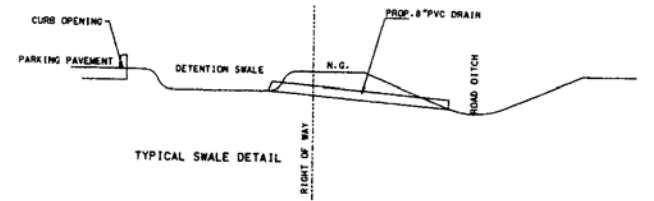
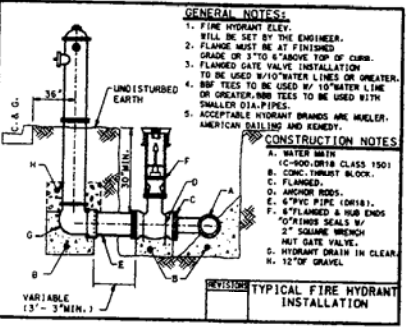
ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF MAINLY HIDALGO FINE SANDY CLAY LOAM AND HIDALGO SANDY CLAY LOAM WITH 0 TO 1 PERCENT SLOPES. THESE SOILS ARE WELL-DRAINED, SURFACE RUNOFF IS SLOW, PERMEABILITY IS MODERATE AND AVAILABLE WATER CAPACITY IS MEDIUM TO HIGH. PLEASE SEE THE ATTACHED TABLES FOR THE ENGINEERING INDEX PROPERTIES AND THE PHYSICAL AND CHEMICAL PROPERTIES OF THESE SOILS.

CURRENTLY, RUNOFF FROM SITE FLOWS IN A SOUTHEASTERLY DIRECTION INTO THE NORTH ROADSIDE DITCH THE INTERSECTION OF F.M. 2221 AND DOFFING RD. THIS AREA DOES NOT HAVE AN OUTFALL. WATER ACCUMULATES IN THE INTERSECTION AND FLOWS SOUTH ACROSS F.M. 2221 THROUGH AN EXISTING 18" CULVERT, TO ANOTHER LOW AREA ON THE EAST SIDE OF F.M. 492, APPROXIMATELY 300 FEET SOUTH OF F.M. 2221.

PRESENTLY, THE EXISTING RUNOFF FOR THE SITE OF THE PROPOSED SUBDIVISION IS 0 = 1.4 CUBIC FEET PER SECOND FOR AN INCREASE OF 0 = 3.79 CUBIC FEET PER SECOND. STORM WATER DETENTION WILL BE ACCOMPLISHED ON-SITE BY OBTAINING 4,000 CUBIC FEET BEING WITHIN THE PROPOSED DETENTION AREA. FINISHED FLOOR ELEVATIONS SHALL BE SET ABOVE THE ANTICIPATED 100-YEAR FLOOD LEVEL.

CERTIFICATION:
 BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A FLOOD ZONE "X" - ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN (COMMUNITY-PANEL NO. 480334-290-0, JUNE 6, 2000.)

Gilberto A. Gracia 9-21-06
 GILBERTO A. GRACIA DATE
 REGISTERED PROFESSIONAL ENGINEER
 P.E. REGISTRATION NO. 62477



PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: E.Y. BONNER, JR., EXECUTIVE V.P., SFP PARTNERS	4433 BALDWIN BLVD.	CORPUS CHRISTI, TEXAS 78409	(361) 693-2646	(361) 693-3725
OWNER: RUBEN DARIO & WIFE MARIA DEL CARMEN GUERRA	RT. NO. 40 BOX 1284	MISSION, TEXAS 78274	(361) 983-8917	N/A
ENGINEER: GILBERTO A. GRACIA ALPHAMERICAN ENGINEERING	317 E. PARK AVE.	PHARR, TEXAS 78577	(956) 787-6758	(956) 787-6776
SURVEYOR: PLINIO C. MEDINA, R.P.L.S.	2912 N. 6TH ST.	MOLLEN, TEXAS 78501	(956) 882-2814	(956) 830-2616

Plinio C. Medina
 REGISTERED PROFESSIONAL LAND SURVEYOR

ALPHAMERICAN ENGINEERING CONSULTANTS
 317 E. PARK AVE.
 PHARR, TEXAS 78577

TEL: (956) 787-6758
 FAX: (956) 787-6776

NO. SHEETS	REVISIONS	DATE	APPROVED

INDEX

SHEET	DESCRIPTION
SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W. AND ADDITIONAL R.O.W. DESIGNATIONS; SEPTIC TANK NOTES; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS (HARDHAT ELEV. LEGAL DESCRIPTION (METES AND BOUNDS)); DRAINAGE REPORT; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY CLERK RECORDING, COUNTY PLAT APPROVAL, CITY PLAT APPROVAL, H.C.D.O. NO. 1, LA JOYA WATER SUPPLY CORP., H.C.E.D. NO. 6, SURVEYOR'S, AND ENGINEER'S.
SHEET 2	UTILITY LAYOUT, DRAINAGE REPORT, ENGINEER'S CERTIFICATION, PROGRAM, TYPICAL DETAILS, DRAINAGE SWALE CROSS-SECTION.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 7, 2007

RE: **Tierra Norte Subdivision – Pct. 1**
Final Approval

Tierra Norte Subdivision is a thirty (30) lot subdivision located on the North side of Mile 13 ½ North Road, approximately 1720 feet West of its intersection with FM 1015.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 12, 2005. The proposed subdivision lies within Zone “X” as per FEMA’s FIRM.

The proposed subdivision plat will dedicate forty (40) feet on Mile 13 ½ North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Isaac Mata and approved by the Hidalgo County Environmental Health Department. All septic tanks have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 13 ½ North Road that will serve as the primary source of water for the proposed development.

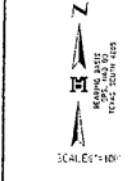
The Subdivision received Preliminary approval from the Hidalgo County Commissioner’s Court on August 09, 2005. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **February 12, 2007**.

SUBDIVISION PLAT OF TIERRA NORTE SUBDIVISION

BEING A RESUBDIVISION OF 20.796 ACRES OUT OF FARM TRACT 619 WEST AND ADAMS TRACTS SUBDIVISION VOLUME 2, PAGES 34-37, H.C.M.R. HIDALGO COUNTY TEXAS

- LEGEND: FLD. No. 4 REBAR, FLD. No. 5 REBAR, etc.



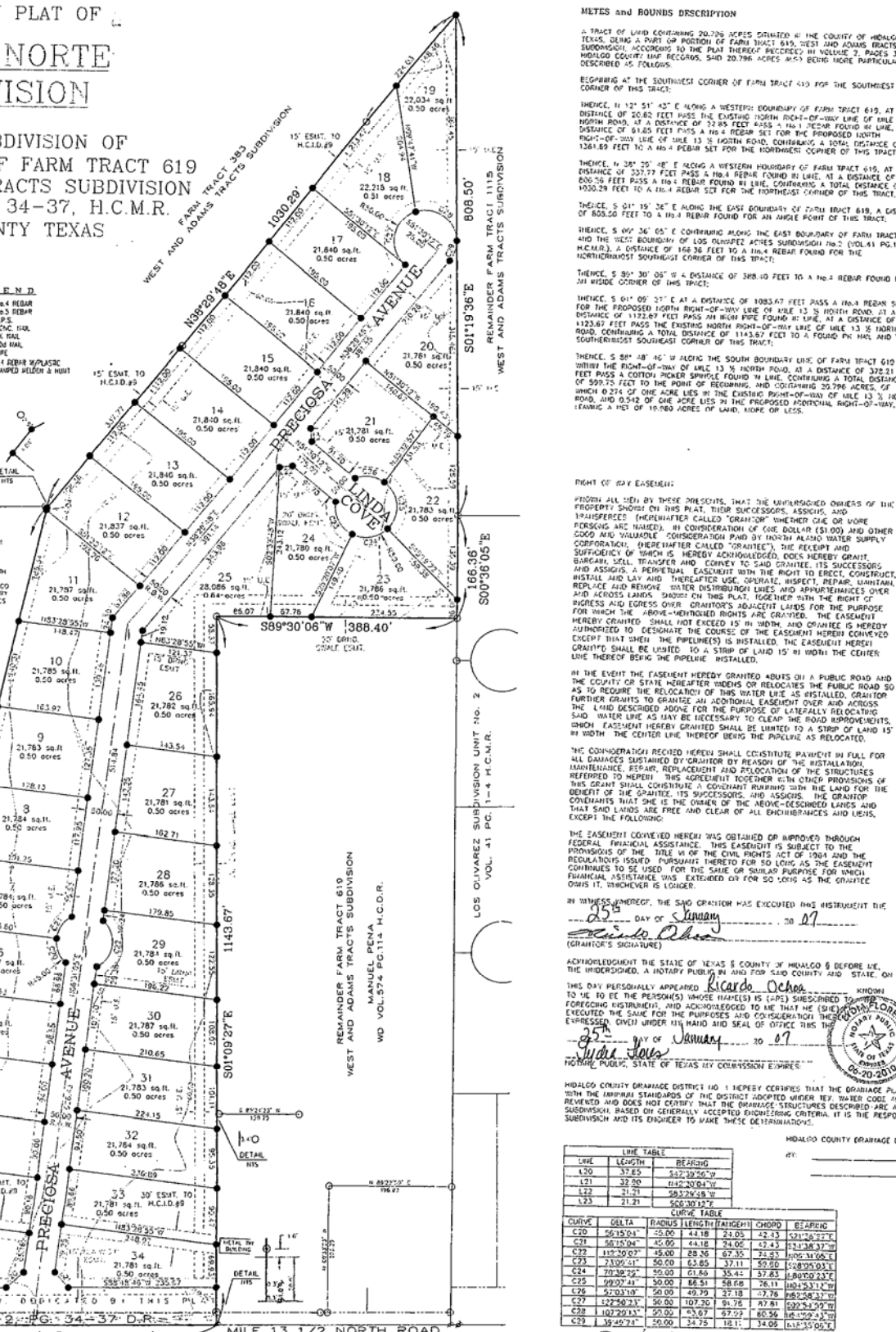
S 88°43'46" W 658.17

LOCATION OF SUBDIVISION AS REFLECTED TO THE EXISTING TOWNSHIP...

INDEX TO SHEETS OF TIERRA NORTE

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF...

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE.



MEASUREMENT AND BOUNDS DESCRIPTION: A TRACT OF LAND CONTAINING 20.796 ACRES... BEING A PART OF PORTION OF FARM TRACT 619...

RIGHT OF EASEMENT: FROM ALL THE ABOVE PRESENT, THE APPROXIMATED OWNERS... TO THE PROPERTY SHOWN ON THIS PLAT...

THE CONVEYANCE HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL GRANTS...

IN WITNESS WHEREOF, THE SAID GRANTEE HAS EXECUTED THIS INSTRUMENT THE 25th DAY OF JANUARY, 2007

ACKNOWLEDGMENT OF THE STATE OF TEXAS & COUNTY OF HIDALGO... BEFORE ME, A NOTARY PUBLIC...

Table with columns: LINE NUMBER, LINE LENGTH, BEARING, CURVE DATA (DELTA, RADIUS, CHORD, CHORD BEARING)

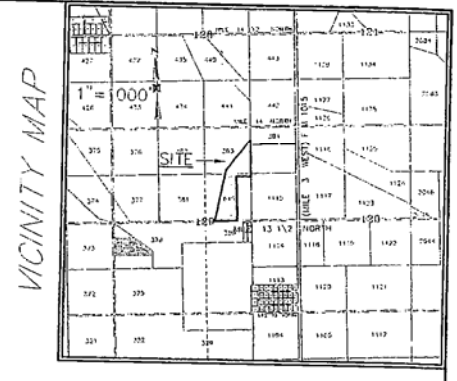
STATE OF TEXAS COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION... RICARDO OCHOA

FRED L. KURTZ, P.E. 54151 RLS # 4750... MAY 9-11, 2005... STATE OF TEXAS COUNTY OF HIDALGO

CITY OF WESLACO CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.011(B)...

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL IRRIGATION DISTRICT NO. 9... DAVID REYNOLDS, P.A.Z. CHAIRPERSON OF THE CITY OF WESLACO

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 212.009 (A)...



COUNTY CLERK'S RECORDING CERTIFICATE... COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT...

- 1. PROPOSED SETBACKS: FRONT: 25 FEET, SIDE: 10 FEET, REAR: 20 FEET... 2. FLOOD ZONE STATISTICS... 3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES... 4. PUBLIC UTILITIES EXISTENCES...

MILDEN & HUNT INC. CONSULTANTS - ENGINEERS - SURVEYORS... ADDRESS: 501 S. GREENE RD. MISSION, TEXAS 78572



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Segin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Segin, P.E., Planning Administrator

DATE: February 7, 2007

RE: **Platinum Estates Subdivision – Pct. 4**
Final Approval

Platinum Estates is a nine (9) commercial lot subdivision located on the Southwest corner of Wisconsin Road and Raul Longoria Road intersection.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 07, 2006. The proposed subdivision lies within Zone "B" as per FEMA's FIRM.

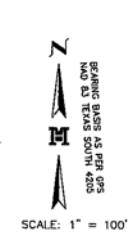
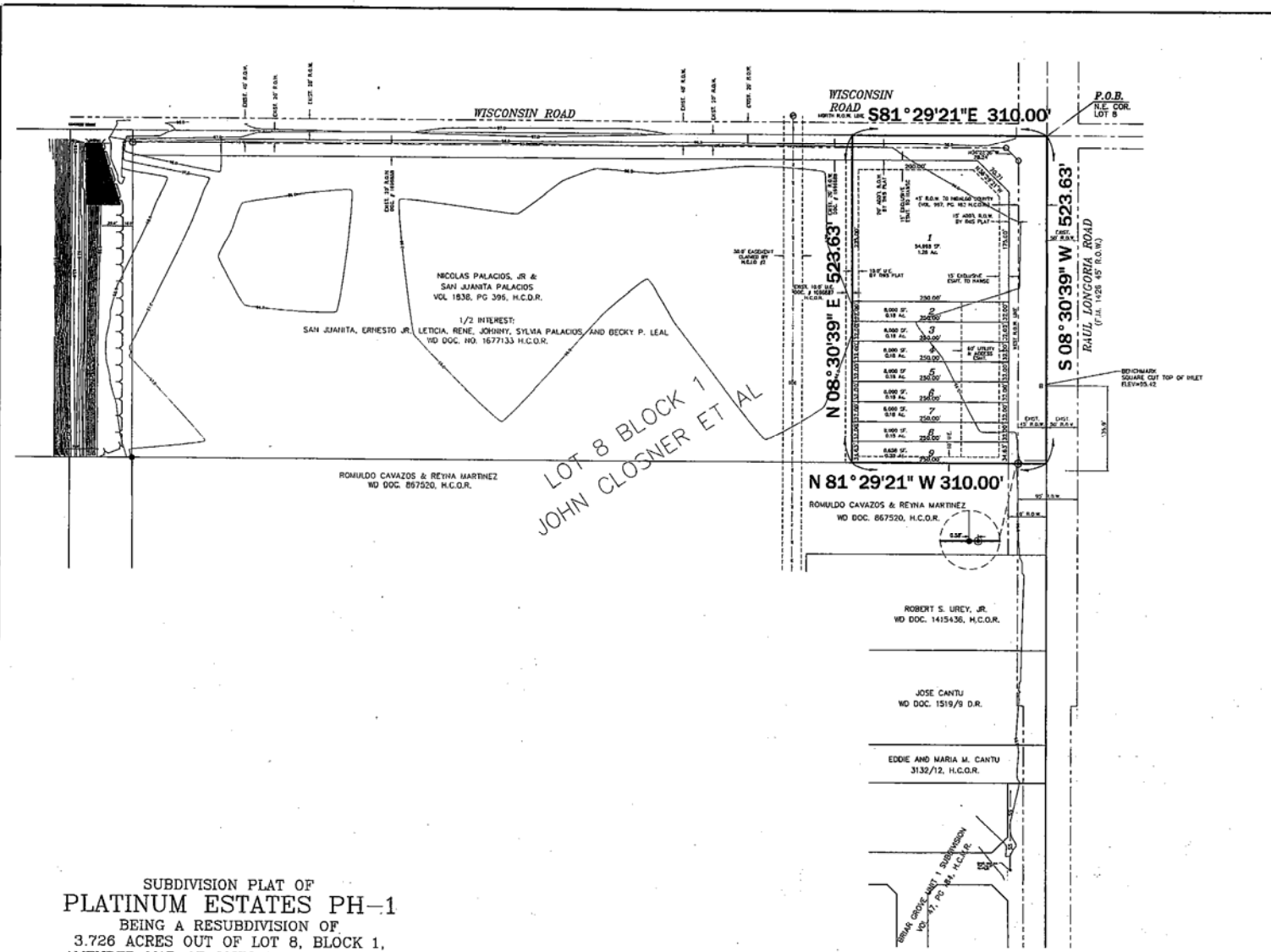
The proposed subdivision plat will dedicate fifteen (15) feet on Raul Longoria Road and twenty (20) feet on Wisconsin Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by North Alamo Water Supply Corporation.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Raul Longoria that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 23, 2007**.



- LEGEND:
- FOUND IRON ROD
 - ▲ FOUND COTTON PICKER SPINDLE
 - SET #4 IRON ROD WITH YELLOW CAP
 - ⊙ STAMP WELDER AND RIGHT
 - ⊙ FOUND #5 IRON PIPE
 - ⊙ SET COTTON PICKER SPINDLE
 - ⊙ FOUND IRON PIPE
 - ⊙ 1/2" STAND PIPE

- GENERAL PLAT NOTES & RESTRICTIONS:
- FLOOD ZONE STATEMENT:**
FLOOD ZONE DESIGNATION: ZONE "B" (MEDIUM SHADING)
AREAS OF 500-YEAR FLOOD, AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
-PANEL NO. 480334 0425 C
EFFECTIVE: NOVEMBER 16, 1982
 - SETBACKS:**
FRONT: 50 FEET OR EASEMENT WHICHEVER IS GREATER FRONTING WISCONSIN AND RAUL LONGORIA RD.
REAR: 20% LOT DEPTH BUT NOT OVER 40 FT.
SIDE: 10.0 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE CORNER: 20.00 FT. OR EASEMENT WHICHEVER IS GREATER
 - MINIMUM FINISH FLOOR NOTE:**
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
 - BENCHMARK:**
SQUARE CUT ON TOP OF RILEY LOCATED ALONG THE WEST SIDE OF RAUL LONGORIA ROAD ADJACENT TO THE PROPERTY. ELEV=95.42 HAVD. REFERENCE TO NAD83 TEXAS STATE PLANE.
 - WATER:**
ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE.
 - DRAINAGE:**
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO OBTAIN A TOTAL OF 24,655 CUBIC FEET (0.568 ACRE-FEET) OF STORM WATER RUNOFF, DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.4)
LOT 1 = 12,475 CF
LOT 2 THRU 8 = 1,504 CF (EACH)
LOT 9 = 1,827 CF
 - NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT, EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHURBES, TREES AND OTHER PLANTINGS (EXCEPT LOW GROWING TREES AND SHRUBS) WITHIN THE EASEMENT BOUNDARIES. (EXCEPT LOW GROWING TREES AND SHRUBS) WITHIN THE EASEMENT BOUNDARIES. (EXCEPT LOW GROWING TREES AND SHRUBS) WITHIN THE EASEMENT BOUNDARIES.**
 - EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.**
 - ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.**
 - THE DEVELOPER SHALL BUILD A FIVE FEET SIDEWALK ALONG RAUL LONGORIA ROAD AND WISCONSIN ROAD DURING SUBDIVISION CONSTRUCTION.**
 - ALL LOT CORNERS ARE SET 1/2" INCH IRON RODS.**
 - ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.**
 - GENERAL NOTE FOR COMMERCIAL USE:**
LOTS 1 TO 9 ARE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 THROUGH 9 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS, AND CONTRACTS (IF USED) APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL, ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLANS, DRAINAGE PLAN ARE APPROVED, AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
 - RIGHT OF WAY EASEMENTS:**
THERE IS AN EASEMENT FOR RIGHT OF WAY GRANTED TO MACK VALLEY ELECTRIC COOPERATIVE, INC. AS SET FORTH IN INSTRUMENT RECORDED IN VOL. 1812, PG. 320, DEED RECORDS, HIDALGO COUNTY, TEXAS, AS MAY BE AMENDED IN THE FUTURE.
NOT PLOTTABLE: BLANKET IN NATURE.
 - RECIPROCAL ACCESS AGREEMENT IS REQUIRED BETWEEN COMMERCIAL LOTS 1 THRU 9, INCLUDING ACCESS OVER RAUL LONGORIA.**
 - COMMON ACCESS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY EACH RESPECTIVE LOT OWNER.**
 - TRUCK DRIVEWAY PERMIT IS REQUIRED PRIOR TO CONSTRUCTION OF DRIVEWAY ACCESS ON TO FM 1426 (RAUL LONGORIA RD.)**

SUBDIVISION PLAT OF
PLATINUM ESTATES PH-1
BEING A RESUBDIVISION OF
3.726 ACRES OUT OF LOT 8, BLOCK 1,
AMENDED MAP OF JOHN CLOSNER, ET AL
AS RECORDED IN VOLUME 0, PAGES 4 & 5, H.C.M.R.
HIDALGO COUNTY, TEXAS

- INDEX TO SHEET OF SUBDIVISION
- SHEET 1: HEADING, INDEX, LOCATION MAP AND ETC. PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS), PLAT NOTES AND RESTRICTIONS.
 - SHEET 2: SURVYOR'S CERTIFICATION, OWNER'S EDUCATION, CERTIFICATION, ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, H.C.M.R., H.C.D. #2, REVISION NOTES.
 - SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSIONS), REVISION NOTES, AND CONSTRUCTION DETAILS.
 - SHEET 4: DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SHALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PLATINUM ESTATES PH-1 IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY AT THE SOUTHWEST CORNER OF WISCONSIN ROAD AND RAUL LONGORIA ROAD INTERSECTION. THE NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 82,733 - 2000 CENSUS). PLATINUM ESTATES PH-1 LIES ADJACENT TO THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.



METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 3.726 ACRES, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOT 8, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGES 4-5, HIDALGO COUNTY MAP RECORDS, 540 3.726 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 1 FOR THE NORTHEAST CORNER OF PLATINUM ESTATES PH-1 (THIS TRACT);

THENCE, S 08° 30' 39" W ALONG THE EAST LINE OF LOT 8, BLOCK 1 AND WITHIN THE RIGHT-OF-WAY OF RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 503.63 FEET TO THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 81° 29' 21" W, AT A DISTANCE OF 44.42 FEET PASS AN IRON PIPE FOUND, AT A DISTANCE OF 45.00 FEET PASS A NO.4 REBAR SET FOR THE WEST RIGHT-OF-WAY LINE OF RAUL LONGORIA ROAD (F.M. 1426), CONTINUING A TOTAL DISTANCE OF 310.00 FEET TO A NO.4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08° 30' 39" E, AT A DISTANCE OF 503.63 FEET FOR THE SOUTH RIGHT-OF-WAY LINE OF WISCONSIN ROAD, CONTINUING A TOTAL DISTANCE OF 523.63 FEET TO THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 29' 21" E, ALONG THE NORTH LINE OF LOT 8, BLOCK 1 AND WITHIN THE RIGHT-OF-WAY OF WISCONSIN ROAD, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 3.726 ACRES, OF WHICH 0.243 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF WISCONSIN ROAD, AND 0.721 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF RAUL LONGORIA ROAD (F.M. 1426), LEAVING A NET OF 2.762 ACRES OF LAND, MORE OR LESS.

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	SAN JUANITA PALACIOS	821 E. EMMY LANE	EDINBURG, TX 78839	(956) 387-4361	
ENGINEER:	CARLOS GARZA	115 W. MCINTYRE	EDINBURG, TX 78839	(956) 381-0981 (956) 381-1839	
SURVEYOR:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX 78839	(956) 381-0981 (956) 381-1839	

M MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

110 W. HARTSHORN
EDINBURG, TX 78839
E-MAIL: www.meldenandhunt.com

OFF: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947

NO.	SHEET	REVISION	DATE	APPROVED
4	1, 4, 5	ADDED RECORDED DOC. # FOR R.O.W. & ESM!	12-12-08	
4	1, 3, 4	GENERAL COMMENTS BY COUNTY	11-30-08	
3	1 & 2	SANITARY SEWER LINE B, C, D, E, F	11-06-08	
2	1 & 2	SANITARY SEWER LINE F - VERT. ALIGN.	10-06-08	
1	1 & 2	SANITARY SEWER LINE F - HORIZ. ALIGN.	09-10-06	

FOR ISSUANCE:
APPROVED BY: _____ DATE: 12-12-08
DRAWN BY: J. J. JARA
SURVEYED, CHECKED BY: _____ DATE: 12-12-08
FINAL CHECK: _____ DATE: 12-12-08



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 7, 2007

RE: **Hopewell Gardens Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Hopewell Gardens is a fifty seven (57) lot subdivision located approximately 660 feet North along the intersection of Alberta Road and on the West side of Alamo Road (FM 907).

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 25, 2005. The proposed subdivision lies within Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Alamo Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

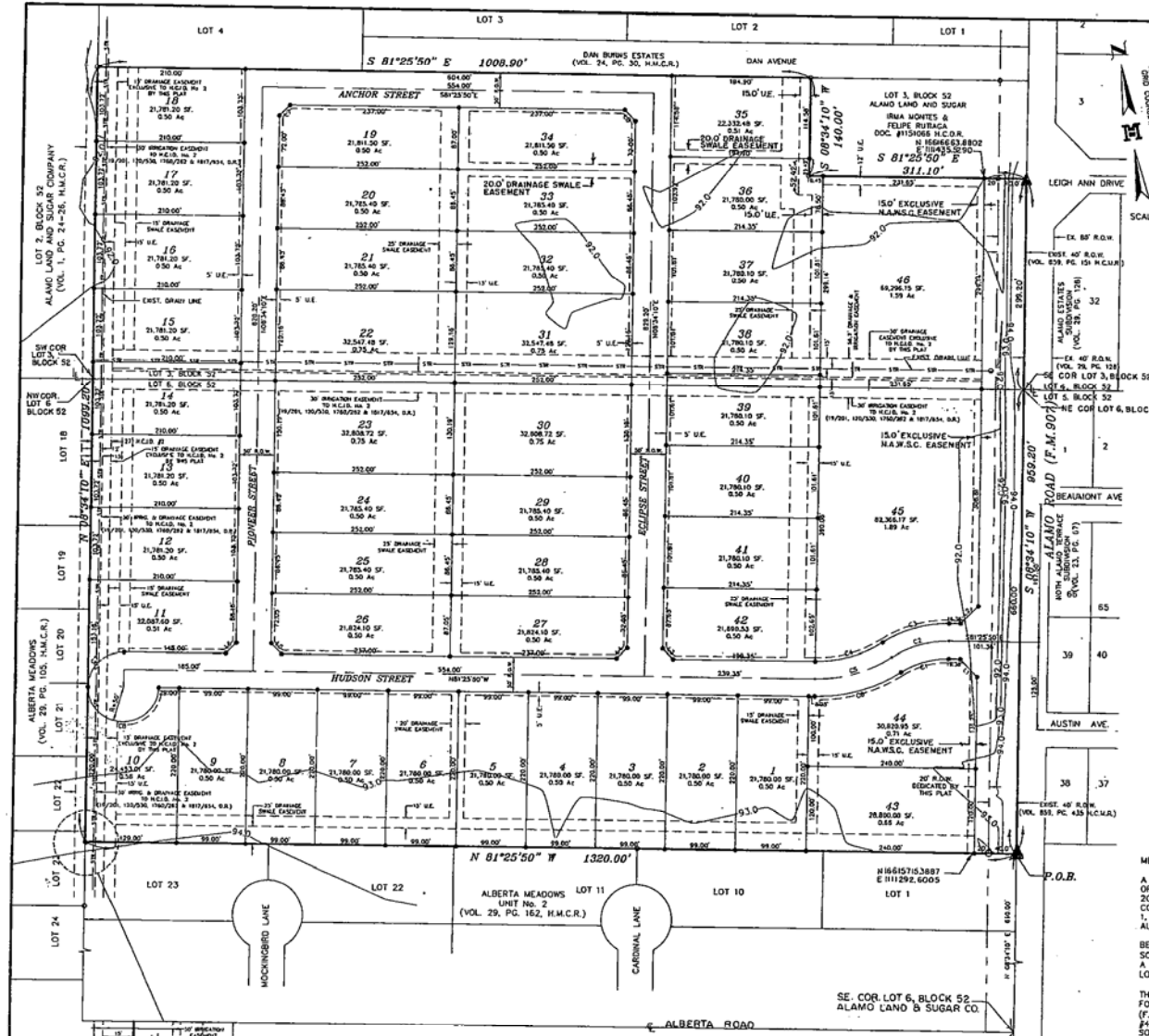
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected, and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Alamo Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary approval from the Hidalgo County Commissioner's Court on February 28, 2006. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of \$20,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 07-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for Paving Improvements.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on February 12, 2007.**



KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRAFFERES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED, IN CONSIDERATION OF THE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO CONSTRUCT, INSTALL AND MAINTAIN, A PERPETUAL WATER MAIN, WATER SERVICE LINES, WATER METER, WATER VALVE, WATER TAP, WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS OVER GRANTEE'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-IDENTIFIED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY OBLIGATED TO DEGRADE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS LOCATED.

GENERAL PLAT NOTES AND RESTRICTIONS:
1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: "ZONE B" (MEDIUM SHADING) AREAS BETWEEN LOTS 2 AND 100-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WHERE THE CONTINUED EXISTENCE OF THE FLOOD ZONE IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
-PANEL NO. 4800334-0415 C EFFECTIVE DATE: NOVEMBER 15, 1983 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATION ACQUIRES NO CREDIT AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING UNITS FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SEWERAGE: FOR LOTS 1-42 ABOVE TOP OF CURB OR 12' ABOVE FINISH FLOOR, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO BE MADE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. MINIMUM FINISH FLOOR: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12' ABOVE FINISH FLOOR, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO BE MADE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. GENERAL NOTE FOR SINGLE FAMILY RESIDENCE: LOTS 43-46 ARE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN THAT SPECIFICALLY IDENTIFIED IN THIS PLAT. THIS SHALL BE THE ONLY USE STIPULATED FOR ALL LOTS, AND CONTRACT FOR DEEDS.
5. GENERAL NOTE FOR COMMERCIAL USE: LOTS 43-46 ARE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN THAT SPECIFICALLY IDENTIFIED IN THIS PLAT. THIS SHALL BE THE ONLY USE STIPULATED FOR ALL LOTS, AND CONTRACT FOR DEEDS.
6. BENCHMARK NOTE: CONC. MONUMENT (WHICHER IS GREATER) SHALL BE 6 FEET OF EASEMENT WHICHEVER IS GREATER
7. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO OBTAIN A TOTAL OF 73,550 CUBIC FEET (1.69 ACRES) OF STORM WATER RUNOFF, DRAINAGE RETENTION IN ACCORDANCE WITH THE FLOOD CONTROL ACT OF 1968. THE DRAINAGE DESIGN AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE DRAINAGE DESIGN PLAN, WHICH SHALL BE SUBMITTED AT BUILDING PERMIT STAGE.
8. DRAINAGE SHALL CONFORM TO: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY BENCHES, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE MAINTENANCE AND OPERATION OF THE DRAINAGE SYSTEM. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SYSTEM.
9. BALDAMAR BALDERAS & FREDY BALDERAS, THE OWNER & SUBDIVIDER OF HOPEWELL GARDENS RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF TREES, BUSHES, SHRUBS, TREES AND OTHER PLANTINGS EXCEPT LAWN, ORNAMENTALS, OR OTHER PLANTINGS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
11. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT CONCERNING HOW AND UNDER WHAT TERMS, ELECTRICITY, GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
12. ALL PUBLIC UTILITIES EASEMENTS SHALL BE AT LEAST 10 FEET MINIMUM WIDTH OF 1500 FEET PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AGREES TO MAINTAIN AND OPERATE ALL UTILITIES EASEMENTS WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. A FURNER FROM THE UTILITY PROVIDER SHALL BE REQUIRED BEFORE STARTING CONSTRUCTION IN ANY OF THE LOTS.
14. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL UTILITIES ARE IN PLACE.
15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
16. A 4' X 4' SIDEWALK 4 FEET BROAD OF CURB IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER.
17. A 5' SIDEWALK WITH ADA RAMPS ARE REQUIRED ALONG ALAMO ROAD (F.M. 907) BEYOND SUBDIVISION CONSTRUCTION OR DURING THE CONSTRUCTION OF THE COMMERCIAL AREA.
18. BIOPHILICAL ACCESS AGREEMENT IS REQUIRED BETWEEN LOTS 43 & 44 AND 45 THROUGH 46.
19. ALL LOT CORNERS ARE 1/2 INCH IRON RODS.
20. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE FOR COMMERCIAL AREAS.
21. THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TEXAS AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF FOR ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLETES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE AND ABSORPTIVE DRAIN FIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF THE LOT.
22. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
23. COMMON PARKING LOT SHALL BE USED FOR LOTS 45-46.
SHARED DRIVEWAY SHALL BE USED FOR LOTS 43 & 44. NO ACCESS ALLOWED ONTO ALAMO ROAD FROM LOTS 43 & 44.
24. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER FLOW TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. DRAINAGE PLAN OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, BALDAMAR BALDERAS & FREDY BALDERAS AS OWNER OF THE 32.31 ACRE TRACT OF LAND COMPASSED WITHIN THE PROPOSED HOPEWELL GARDENS SUBDIVISION, DO HEREBY DEDICATE TO THE PUBLIC THE STREETS, PARKS AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 233.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSURED IN THIS PLAT ARE TRUE AND COMPLETE.
Baldamar Balderas
BALDAMAR BALDERAS & FREDY BALDERAS
1 CEDAR BROOK DRIVE
SOMERSET, N.J. 08873

STATE OF TEXAS
COUNTY OF HIDALGO
I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR AND REGISTERED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE HOPEWELL GARDENS SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON 08/15/07.
Fred L. Kurth
FRED L. KURTH, P.L.S. & S.E.
DATE SURVEYED: 08/15/07
JOB NO. 050007-47
SURVEY JOB NO. 050007-47

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED BALDAMAR BALDERAS & FREDY BALDERAS, WHOSE NAMES ARE SET FORTH IN THE FOREGOING INSTRUMENT, THIS BEING BY MY FIRST DAY SHOWN, DECLARED THAT THE STATEMENTS MADE ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTES THIS INSTRUMENT FOR THE PURPOSES AND CONSIDERATION HEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th day of October, 2007.
Julie Sloan
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 06/12/2016

HIDALGO COUNTY
COUNTY CLERK'S RECORDING CERTIFICATE
I, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ AND WAS RECORDED IN BOOK _____ SHEET(S) _____ OF THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____
HIDALGO COUNTY CLERK

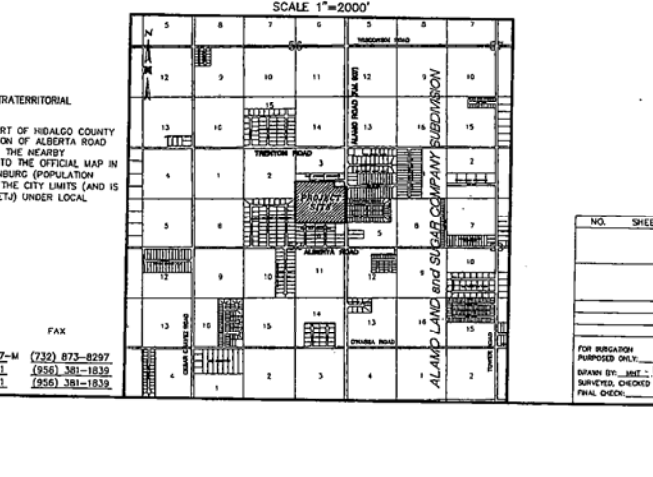
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 233.026 (A)
WE, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY IN ACCORDANCE WITH CHAPTER 233, TEXAS LOCAL GOVERNMENT CODE.
slg106
CHAIRMAN, PLANNING AND ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

LINE TABLE and CURVE TABLE

LINE	LENGTH	BEARING
L1	35.36	S36°25'50"E
L2	35.36	S53°34'10"W
L3	21.21	N36°25'50"W
L4	21.21	S53°34'10"W
L5	21.21	N36°25'50"W
L6	21.21	S53°34'10"W
L7	21.21	N53°34'10"E
L8	21.21	S36°25'50"E

CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING
C1	32°56'07"	71.85	125.00	38.95	70.87	N82°06'07"E
C2	32°56'07"	86.22	150.00	44.34	85.04	N82°06'07"E
C3	32°56'07"	100.59	175.00	51.73	99.22	S82°06'07"W
C4	32°56'07"	114.97	200.00	59.12	113.39	S82°06'07"W
C5	32°56'07"	129.34	225.00	66.51	127.56	N82°06'07"E
C6	32°56'07"	143.71	250.00	73.90	141.73	N82°06'07"E
C7	80°00'00"	78.54	50.00	50.00	70.71	S53°34'10"W
C8	180°00'00"	157.08	50.00	INFINITE	100.00	S81°26'50"E



REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

SUBDIVISION PLAT OF
HOPEWELL GARDENS
BEING A RESUBDIVISION OF
32.31 ACRES OUT OF LOTS 3 & 6,
BLOCK 52, ALAMO LAND AND SUGAR COMPANY
AS RECORDED IN VOLUME 1, PGS. 24-26, H.C.M.R.
HIDALGO COUNTY, TEXAS

INDEX TO SHEET OF HOPEWELL GARDENS
SHEET 1: HEADING, INDEX, LOCATION MAP AND ETC.
SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER PIPING AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, AND ENGINEERING CERTIFICATION, REVISION NOTES.
SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
HOPEWELL GARDENS IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY LOCATED 6600 FEET NORTH ALONG THE INTERSECTION OF ALBERTA ROAD AND ON THE WEST SIDE OF ALAMO ROAD (F.M. 907), THE NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 82,321). HOPEWELL GARDENS LIES 2 1/2 MILE FROM THE CITY LIMITS (AND IS INSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. THIS SUBDIVISION FALLS WITHIN PREDCONT 4.

PRINCIPAL CONTACTS

CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	BALDAMAR BALDERAS & FREDY BALDERAS	1 CEDAR BROOK DRIVE	SOMERSET, NJ 08873	(732) 991-0937-M	(732) 873-8297
ENGINEER:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839

DRAINAGE STATEMENT

HOPEWELL GARDENS IS A REDIVISION OF 32.31 ACRES OUT OF LOTS 3 AND 6, BLOCK 32, ALAMO LAND AND SUGAR COMPANY AS RECORDED IN HOALCO, P. 25, HOALCO COUNTY, TEXAS. HOALCO COUNTY HEALTH DEPARTMENT HAS REVIEWED THIS SUBDIVISION AND HAS DETERMINED THAT THE SUBDIVISION IS LOCATED IN ZONE "B", ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AREAS OF DEPTH LESS THAN ONE FOOT OR WIDE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE FLOOD, (WHICH SHOWN). TEXAS FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982.

THE SOILS IN THIS AREA ARE CLAY, CLAY LOAM AND SANDY CLAY LOAM. CLAY LOAM AND SANDY CLAY LOAM IS IN SOILS GROUP "D" AND IS NOT VERY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. CLAY IS IN HYDRAULIC MEDIUM TO FINE SAND, WHICH IS NOT VERY PERVIOUS AND HAS A HIGH PLASTICITY INDEX. (SEE EXHIBITS FROM "SOIL SURVEY OF HOALCO COUNTY, TEXAS", FOR THE PURPOSE OF THIS REPORT, HE WILL USE TYPE "D", THE MOST COMMON MOST USE SOIL ON THIS SITE.

EXISTING RUNOFF IS IN NORTHWESTERLY DIRECTION WITH A RUNOFF OF 0.48 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR HOPEWELL GARDENS SHALL CONSIST OF SURFACE RUNOFF FROM LOTS AND STREETS INTO A 2" AND PERCOLATE INTO THE SOIL. AT TIMES WHEN SHOALS REACHES CAPACITY THE SHOALS SHALL FLOW VIA 8" PIPE INTO ALAMO ROAD DITCH, ULTIMATELY DISCHARGES INTO THE SOUTH MAIN DRAIN.

IN ACCORDANCE WITH THE COUNTY OF HOALCO DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THIS SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE DIVISION OF THIS SUBDIVISION. THEREFORE, AS PER THE ATTACHED CALCULATIONS, 56,812 CUBIC FEET OF DETENTION WILL BE PROVIDED ON THE RESIDENTIAL LOTS OF THIS SUBDIVISION. EACH RESIDENTIAL LOT SHALL BE REQUIRED TO OBTAIN 1,337 CUBIC FEET, AND 14,712 CUBIC FEET OF DETENTION WILL BE PROVIDED ON THE COMMERCIAL LOTS OF THIS SUBDIVISION. EACH COMMERCIAL LOT SHALL BE REQUIRED TO OBTAIN 861 CUBIC FEET OF WATER IN THE GREEN AREAS, AT THE TIME THE BUILDING PERMIT IS ISSUED OR PRIOR.

CERTIFICATION:
BY MY SIGNATURE BELOW I CERTIFY THAT THE 100 YEAR FLOODPLAN AS DESCRIBED IN COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED, NOVEMBER 16, 1982 IS CONTAINED WITHIN THE DRAINAGE SHOALS ALONG THE SIDE AND THE REAR OF THE LOTS.

Fred L. Kurth
FRED L. KURTH RPE # 54151 RPLS # 4750 DATE: 11-20-06



ENGINEERING REPORT HOPEWELL GARDENS
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

HOPEWELL GARDENS WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE MADE A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUPPORTIVE WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLY TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

AN EXISTING 8" WATER LINE IS LOCATED ALONG THE EAST RIGHT-OF-WAY OF ALAMO ROAD (P.M. 507). THE OWNER WILL INSTALL AN 8" WATER LINE ALONG AND WITHIN THE NORTH RIGHT-OF-WAY OF HUDSON STREET AND ALONG AND WITHIN THE EAST RIGHT-OF-WAY OF PIONEER STREET, AND AN 8" WATER LINE ALONG AND WITHIN THE EAST RIGHT-OF-WAY OF ECLIPSE STREET, AND AN 8" WATER LINE ALONG AND WITHIN THE SOUTH RIGHT-OF-WAY LINE OF ANCHOR STREET IN ORDER TO SERVICE THIS SUBDIVISION.

EACH LOT WILL BE SERVED BY A 3/4" SINGLE SERVICE CONNECTION FROM THE 8" WATER LINE. THEREFORE IT 1" DIAMETER DUAL SERVICE LINES WITH 3/4" SINGLE SERVICE CONNECTIONS SERVING 24 LOTS AND 1/2" 3/4" SINGLE SERVICE CONNECTIONS SERVING 12 LOTS. THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF \$10,000.00 WHICH COVERS THE \$348.91 COST PER FOOT FOR THE WATER METERS INCLUDING INSTALLATION COSTS OF METERS AND ALL TAP FEES AND MEMBERSHIP FEES. N.A.W.S.C. WILL INSTALL THE WATER METERS ON THE LOTS AS N.A.W.S.C. RECEIVES REQUESTS. IF ALL OF THE WATER METERS ARE NOT INSTALLED BY APR. 15, 2007, N.A.W.S.C. WILL PROCEED TO INSTALL ALL OF THE REMAINING METERS. IN ANY EVENT, THE ENTIRE WATER FACILITIES WILL BE OPERABLE ON OR BEFORE SEP. 15, 2007.

THIS SUBDIVISION HAS 8 FIRE HYDRANTS @ \$2,500.00 EACH.

ALL WATER LINE, 1 INCH DUAL SERVICE LINES AND 3/4 INCH SINGLE SERVICE CONNECTION SERVING THE 46 LOTS WILL BE OPERABLE ON OR BEFORE SEP. 15, 2007.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.
I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:
WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METER, WILL COST A GRAND TOTAL OF \$71,000.00 WHICH EQUATES TO \$904.34 PER LOT.
SEWER FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST \$150.00 PER LOT (LALL INCLUSIVE), FOR A TOTAL OF \$22,500.00 FOR THE ENTIRE SUBDIVISION.

Fred L. Kurth
FRED L. KURTH RPE # 54151 RPLS # 4750 DATE: 11-20-06



REPORT DE INGENIERIA HOPEWELL GARDENS
BY: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

HOPEWELL GARDENS SERA ABASTECIDA CON AGUA POTABLE POR PARTE DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). LA PERSONA ENCARGADA O DUEÑO DE LA SUBDIVISION Y N.A.W.S.C. HAN HECHO UN CONTRATO EN EL CUAL N.A.W.S.C. HA PROMETIDO ABASTECER CON SUFICIENTE AGUA A LA SUBDIVISION POR LOS SIGUIENTES 30 AÑOS. N.A.W.S.C. HA PROPORCIONADO DOCUMENTACION QUE ESTABLECE LA CANTIDAD Y CALIDAD DE ABASTECIMIENTO DE AGUA A LARGO PLAZO PARA SERVIR EL COMPLETO DESARROLLO DE ESTA SUBDIVISION.

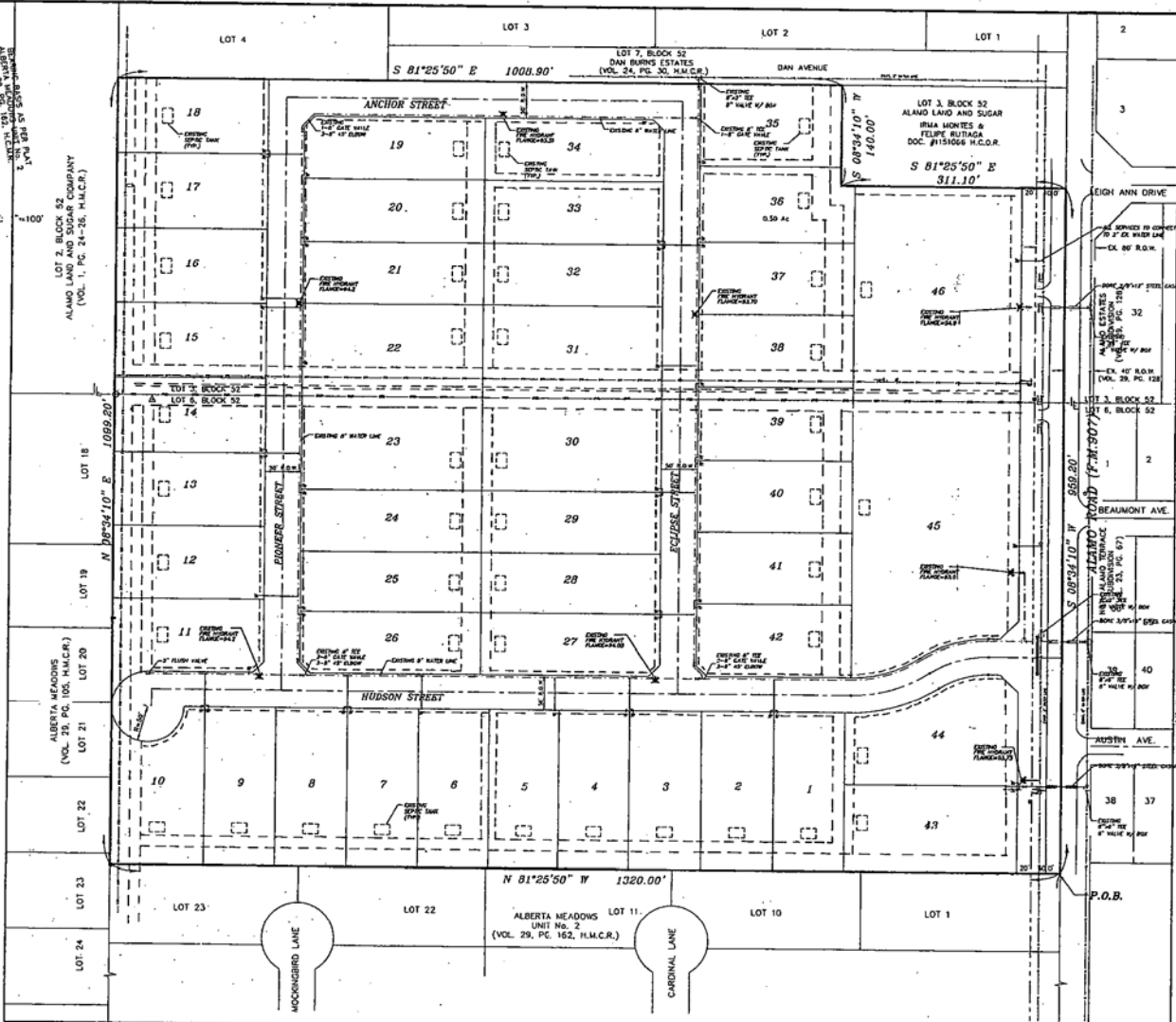
UNA LINEA DE AGUA EXISTENTE Y PULGADA ESTA SITUADA A LO LARGO DEL RIGHT-OF-WAY ALAMO ROAD DEL OESTE DEL BUENO HESTALARA UNA LINEA DE AGUA DEL 8 PULGADA A LO LARGO Y DENTRO DEL RIGHT-OF-WAY DEL NORTE DELA PROPIETA HUDSON STREET Y UNA LINEA DE AGUA DEL 8 PULGADA A LO LARGO Y DENTRO DEL RIGHT-OF-WAY DEL ORIENTE DE PROPIETA PIONEER STREET Y UNA LINEA DE AGUA DEL 8 PULGADA A LO LARGO Y DENTRO DEL RIGHT-OF-WAY DEL ORIENTE DE PROPIETA ECLIPSE STREET Y UNA LINEA DE AGUA DEL 8 PULGADA A LO LARGO Y DENTRO DEL RIGHT-OF-WAY DEL SUR DEL PROPIETA ANCHOR STREET PARA MANTENER ESTA SUBDIVISION.

CADA LOTE SERA ABASTECIDO CON UNA CONEXION INDIVIDUAL DE 3/4" (19.05MM) DE LA LINEA DE 8" (203.2 MM) 17 SERVICIOS DOBLES DE 1" (25.4 MM) CORRERAN EN PARES HACIA LOS LOTES, SEPARANDOSE ANTES EN SERVICIOS INDIVIDUALES DE 3/4" (19.05MM) Y 10 SERVICIOS INDIVIDUALES DE 3/4" (19.05 MM), VAJANDO HACIA LOS MEDIDORES DE CADA LOTE. LA PERSONA ENCARGADA O DUEÑO DE LA SUBDIVISION HA PAGADO LA CANTIDAD DE \$10,000.00 PARA CUBRIR EL COSTO DE \$348.91 DE LOS MEDIDORES POR LOTE (INCLUIDO COSTOS DE INSTALACION DE CONEXION A LA LINEA EXISTENTE Y COSTOS DE MUESTRAS). LA INSTALACION ES REQUERIDA PARA EL 15 DE ABRIL DEL AÑO 2007. SIN EMBARGO N.A.W.S.C. PROCEDERA A INSTALAR LOS MEDIDORES DE AGUA DE ESTA MANERA TODOS LOS MEDIDORES E INSTALACIONES DE AGUA DE CONEXIONES OPERABLES PARA O ANTES DEL 15 DE SEP. DEL AÑO 2007.

ESTA SUBDIVISION TENE 8 HORANTES @ \$2,500.00 POR CADA UNA.
TODAS LAS LLENAS LOS SERVICOS DE 1" (25.4 MM) Y LAS CONEXIONES INDIVIDUAL DE 3/4" (19.05 MM) QUE SUSTITIR 46 LOTES ESTARAN EN OPERACION ANTES DEL 15 DE SEP. AÑO 2007.

CERTIFICACION:
POR MEDIO DE LA PRESENTE CERTIFICO QUE LOS SERVICIOS DE AGUA DESCRITOS ANTERIORMENTE, CUMPLAN CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DE AGUA.
CERTIFICO QUE LOS COSTOS ESTIMADOS PARA INSTALAR LOS SERVICIOS DE AGUA SUBTERRANEA EN CADA HAN SIDO EFECTUADOS CON ANTERIORIDAD DE LA SIGUIENTE MANERA:
SISTEMA DE AGUA: ESTE SISTEMA TOTALMENTE CONSTRUIDO, CON MEDIDORES DE AGUA, INSTALADOS, COSTARA UN GRAN TOTAL DE \$71,000.00 O \$904.34 POR LOTE.
DRENAJE SANITARIO: EL SISTEMA SERA CONSTRUIDO SE PROPONIA A UN COSTO DE \$1,500.00 POR LOTE PARA UN TOTAL DE \$22,500.00 PARA TODO EL SUBDIVISION.

Fred L. Kurth
FRED L. KURTH RPE # 54151 RPLS # 4750 DATE: 11-20-06



MAP OF WATER DISTRIBUTION SYSTEM / MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

THE SEWAGE FROM HOPEWELL GARDENS WILL BE TREATED BY INDIVIDUAL ON SITE SEWAGE FACILITIES (OSSF). OSSF WILL CONSIST OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND GRASS FIELD ON EACH LOT. THE UNDERGROUND PROFESSIONAL ENGINEER HAS EVALUATED THE SUTABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HOALCO COUNTY HEALTH DEPARTMENT. HOALCO ARE AS FOLLOWS:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 8 ACRES IN SIZE. THE UNITED STATES DEPARTMENT OF AGRICULTURE SOIL SURVEY BOOK OF HOALCO COUNTY INDICATES A CLAY, CLAY LOAM AND FINE SANDY LOAM. THE SOILS EVALUATED COMPLETED TWO SOIL ANALYSIS ON EACH LOT. THE OSSF ARE NOT IN THE 100 YEAR FLOODPLAIN.

LOT 43 HAS AN EXISTING SEPTIC TANK TO BE ABANDONED AND REMOVED. AS PER ONSITE AND HOALCO COUNTY HEALTH DEPARTMENT OSSF LETTER ALL 42 RESIDENTIAL LOTS HAVE BEEN INSTALLED.
LOTS 43-46 ARE FOR NON-RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS.

DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

EL DRENAJE SANITARIO DE HOPEWELL GARDENS SERA TRATADO INDIVIDUALMENTE EN CADA LOTE CONSTRUYENDO UN TANQUE O FOSA SEPTICA DE DISEÑO ESTANDAR DE DOBLE COMPARTIMIENTO Y UN AREA DE DRENAJE PARA CADA LOTE (OSSF). EL INGENIERO INTRASCADO HA EVALUADO LA SUTABILIDAD DE LA SUBDIVISION PARA OSSF Y HA ENTREGADO UN REPORTE CONCLUYENDO QUE EL LUGAR ES APTO PARA OSSF. EL REPORTE FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DEL AGUA Y SALUD DEL CONDADO DE HOALCO. LOS DETALLES SON LOS SIGUIENTES:
CADA LOTE EN LA SUBDIVISION PROPIETA CUENTA POR LO MENOS CON EL 8 ACRES (0.20343 HECTAREAS) DE TAMAÑO, DE ACUERDO CON EL LIBRO DE ESTUDIO DEL DEPARTAMENTO DE AGRICULTURA Y TIERRA DE LOS ESTADOS UNIDOS PROPORCIONADO AL CONDADO DE HOALCO, EN EL CUAL SE INDICA QUE LA TIERRA ES DEL TIPO TIERRA FINO-ARENOSO Y TIERRA ARCILLOSO. DOS MUESTRAS FUERON RECIBIDAS EN CADA LOTE. EL OSSF NO SE ENCUENTRA FUERA DEL AREA DE INUNDACION A 100 AÑOS.

EN LOTE 43 EXISTE TANQUE SEPTICO QUE SERA ABANDONADO Y QUITADO. POR EL HOALCO COUNTY HEALTH DEPARTMENT Y EL HOPEWELL DE LOCAL E EL DOCUMENTO DE OSSF TODOS LOS 42 PORCIONES RESIDENCIAL SE INSTALACION.
LOTE 43-46 NO SON PARA USO RESIDENCIAL. HAS SE DEBE DECLAR EN LOS DATOS Y CONTRATOS DE DATOS.

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (6) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (8) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:
1. WE, BALDEMAR BALDERAS AND FREDDY BALDERAS SUBDIVISION OF HOPEWELL GARDENS, HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HOALCO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER REGULATIONS.

Baldeмар Balderas
BALDEMAR BALDERAS
Freddy Balderas
FREDDY BALDERAS

India Flores 10-3-06
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

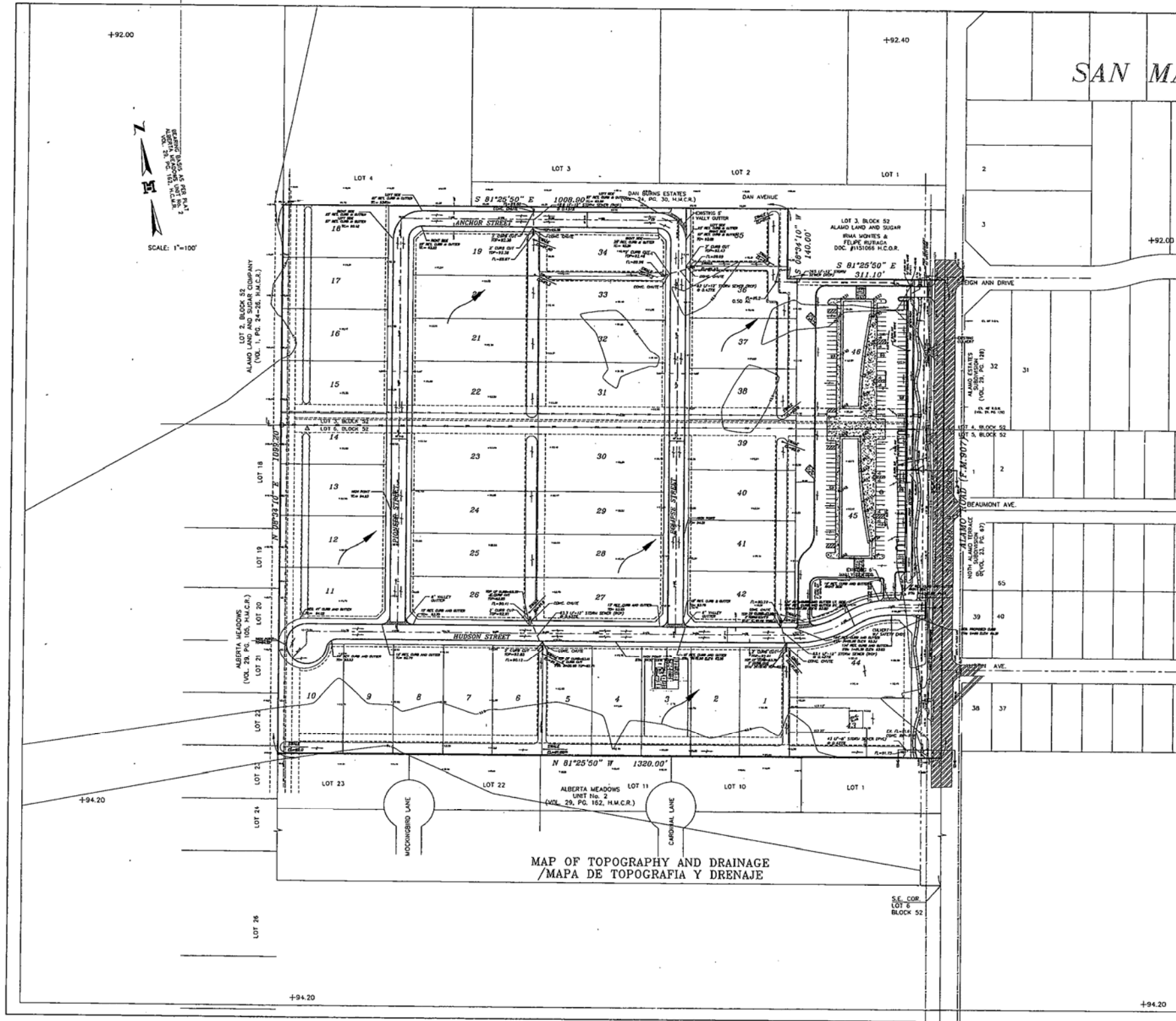


COST ESTIMATES:

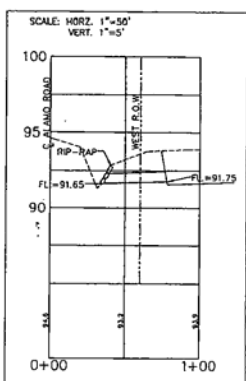
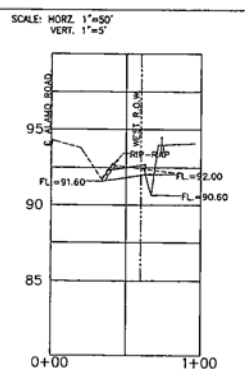
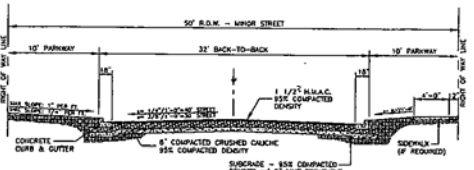
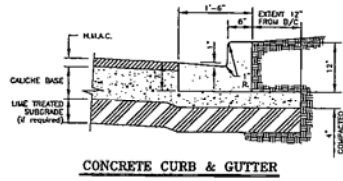
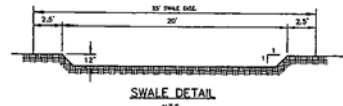
PAVING IMPROVEMENTS:	\$ 209,339.85
DRAINAGE IMPROVEMENTS:	\$ 17,996.00
WATER DISTRIBUTION:	\$ 71,550.00
SANITARY SEWER IMPROVEMENTS/OSSF:	\$ 43,000.00

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED



SAN MA



REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 07, 2007

RE: **Zando Subdivision – Pct. 1**
Final Approval with Financial Guarantee

Zando Subdivision is a two (2) lot subdivision located on the South side of Wisconsin Road, approximately 746.46 feet East of Valverde Road (FM 1423).

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 09, 2006. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Wisconsin Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Tests were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Wisconsin Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary approval from the Hidalgo County Commissioner's Court on December 12, 2006. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of \$1,900.00 was submitted to the Planning Department and deposited into Escrow Account No. 07-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of two (2) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on February 12, 2007.**



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 07, 2007

RE: **Claudia/Jorge Subdivision – Pct. 3**
Final Approval with Financial Guarantee

Claudia/Jorge Subdivision is a two (2) lot subdivision located approximately 3/4 miles North of the intersection of Stewart Road and Mile 7 North Road.

The proposed Subdivision lies within the City of McAllen E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 19, 2006. The proposed subdivision lies within a Zone "X & A" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on North Stewart Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

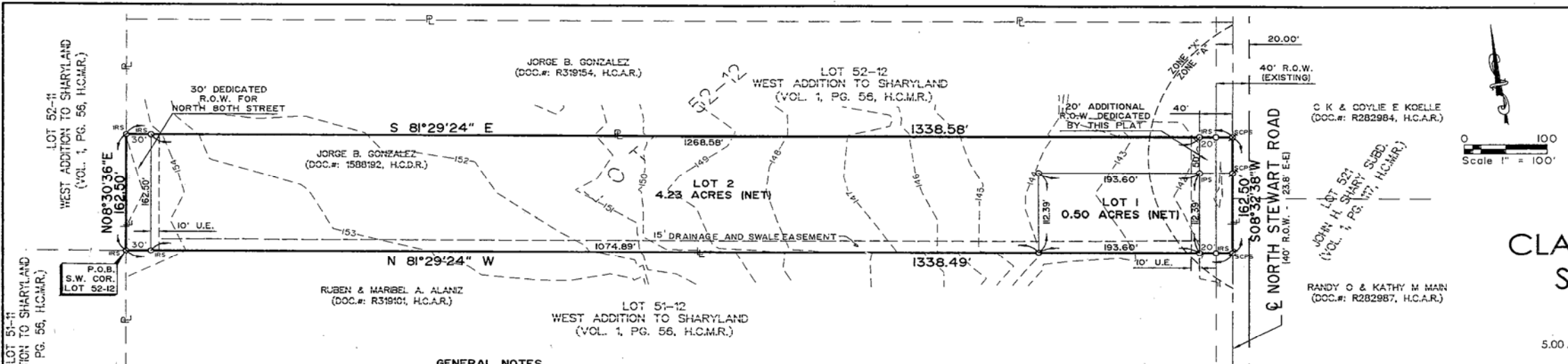
Sanitary Sewer Services will be provided by OSSF. Soil Tests were conducted by Rene Gonzalez, P.E. and approved by the Hidalgo County Environmental Health Department. There is one (1) existing septic tank system.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing eight (8) inch waterline on North Stewart Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of \$1,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 07-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of one (1) septic tank system.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on February 12, 2007.**

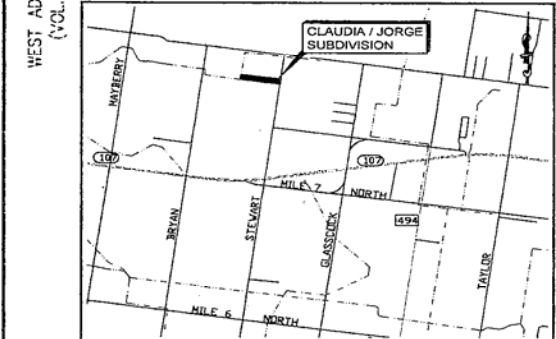


LEGEND:

- PROPERTY LINE
- - - ADJACENT LOT PROPERTY LINE
- - - EXISTING R.O.W.
- I.R.F. 1/2" IRON ROD FOUND
- I.R.S. 1/2" IRON ROD SET
- ⊙ S.C.P.S. COTTON SPINDLE SET

CLAUDIA / JORGE SUBDIVISION
McAlLEN, TEXAS

5.00 ACRES OF LAND WEST ADDITION TO SHARYLAND SUBDIVISION HIDALGO COUNTY, TEXAS VOLUME 1, PAGE 56-H.C.M.R.



LOCATION MAP
SCALE: 1" = 4000'

GENERAL NOTES

1. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF McALLEN, TEXAS.
 - LOT 1, ALONG NORTH STEWART ROAD, FRONT - 65' OR IN LINE WITH EXISTING STRUCTURES, WHICHEVER IS GREATER; REAR - 10 FT.; SIDES - 6 FT.
 - LOT 2, ALONG NORTH BOTH STREET, FRONT - 45' OR IN LINE WITH EXISTING STRUCTURES, WHICHEVER IS GREATER; ALONG NORTH STEWART ROAD, FRONT - 65' OR IN LINE WITH EXISTING STRUCTURES, WHICHEVER IS GREATER; REAR - 10 FT.; SIDES - 6 FT.
2. THE FLOOD ZONE DESIGNATION FOR THIS PROPERTY IS FLOOD ZONE "A" AND FLOOD ZONE "X", WHICH ARE "NO BASE FLOOD ELEVATIONS DETERMINED." AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN" ACCORDING TO FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0295 D REVISED JUNE 6, 2000. FLOOD ZONE IS DETERMINED BY GRAPHIC PLOTTING ONLY. ELEV. 142.50
3. THE FINISH FLOOR OF ANY BUILDING CONSTRUCTED WITHIN THIS SITE SHALL BE SET AT A MINIMUM OF 2 FEET ABOVE THE BASE FLOOD ELEVATION OF 142.5 (NAVD88) AS DETERMINED BY THE ENGINEER OF RECORD.
4. NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT.
5. FLOOD DETENTION REQUIREMENTS FOR THE SUBDIVISION SHALL BE 9500 CUBIC FEET (0.216 AC-FT) ACRE-FEET AND SHALL BE DETAILED BY ON-SITE DETENTION SWALES. DRAINAGE SWALE TO BE MAINTAINED BY OWNER.
6. A 4 FT. SIDEWALK IS REQUIRED ALONG THE WEST SIDE OF STEWART ROAD AND ALONG THE EAST SIDE OF NORTH BOTH STREET. (ESCROWED TO CITY OF McALLEN.)
7. A 6 FT. BUFFER IS REQUIRED FROM ADJACENT COMMERCIAL USES AS NEEDED. INSTALLED BY OWNER.
8. AN ENGINEERED DETENTION PLAN APPROVED BY THE ENGINEERING DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT. (McALLEN ENG. DEPT.)
9. BENCH MARK, CITY OF McALLEN DATUM BENCH MARK MC30-1 LOCATED ON THE SOUTHEAST CORNER OF 8 MILE LINE/BRYAN ROAD INTERSECTION. THE MONUMENT IS 21 FEET EAST FROM THE CENTER LINE OF BRYAN ROAD AND 39 FEET SOUTH FROM CENTER LINE OF 8 MILE LINE. ELEVATION=156.29

STATE OF TEXAS COUNTY OF HIDALGO

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE CLAUDIA / JORGE SUBDIVISION TO THE CITY OF McALLEN, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF McALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF McALLEN.

WITNESS MY HAND ON THIS THE 6th DAY OF December A.D. 2006.

Jorge B. Gonzalez
JORGE B. GONZALEZ
12237 N. STEWART ROAD
McALLEN, TEXAS 78573

STATE OF TEXAS COUNTY OF HIDALGO

ON THIS DAY PERSONALLY APPEARED JORGE B. GONZALEZ, WHOSE NAME IS CAPSICED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACTING IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND ON THIS THE 6th DAY OF December A.D. 2006.

Monique Fuentes
MONIQUE FUENTES
Notary Public, State of Texas
My Commission Expires
July 09, 2008

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DATED THIS THE 22nd DAY OF Dec A.D. 2006.

Jorge B. Gonzalez
CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF McALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DATED THIS THE 22nd DAY OF December A.D. 2006.

Richard Cantel
MAYOR, CITY OF McALLEN



THIS PLAT IS HEREBY APPROVED BY THE CITY OF McALLEN DATED THIS _____ DAY OF _____ A.D. 2006.

CITY SECRETARY

APPROVED - HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: *[Signature]*

APPROVED - UNITED IRRIGATION DISTRICT

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE 14 DAY OF December A.D. 2006.

ATTEST:
[Signature]
SECRETARY

[Signature]
PRESIDENT

CONTRACTUAL AGREEMENT NOTE

THE PROPERTY COVERED BY THIS SUBDIVISION PLAT IS SUBJECT TO THAT ONE CERTAIN COVENANT AGAINST REAL PROPERTY BETWEEN JORGE B. GONZALEZ AND THE CITY OF McALLEN EXECUTED ON OCTOBER 10, 2006 AND RECORDED IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

[Signature]
OWNER

10-10-06
DATE

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION.

DATED THIS THE 6th DAY OF Dec A.D. 2006.

[Signature]
CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4608
517 BEAUMONT AVE.
McALLEN, TEXAS 78501



STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION WAS GIVEN TO THIS PLAT.

DATED THIS THE 4th DAY OF Dec A.D. 2006.

[Signature]
J. DAVID PEREZ, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 89429



PRINCIPAL CONTACTS:

OWNER:
JORGE B. GONZALEZ
12237 N. STEWART RD.
MISSION, TX. 78573
PH: 956-585-2160

ENGINEER:
J. DAVID PEREZ, P.E.
808 DALLAS AVE.
McALLEN, TX. 78501
PH: 956-631-4482

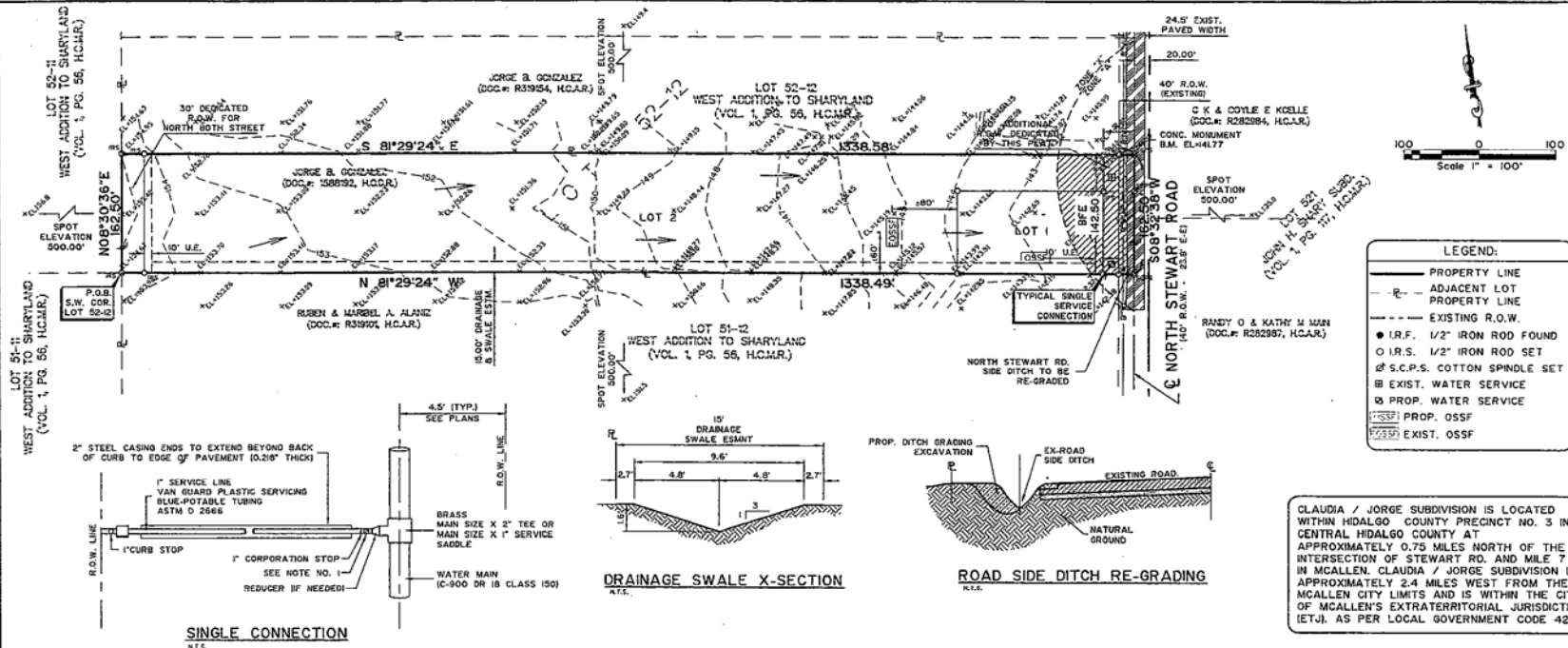
SURVEYOR:
CARLOS VASQUEZ, R.P.L.S.
517 BEAUMONT AVE.
McALLEN, TX. 78501
PH: 956-618-1551



808 Dallas Ave. McAllen, Texas 78501
(956) 631-4482 Fax (956) 682-1545

FOR INDEX OF SHEETS AND ADDITIONAL INFORMATION, REFER TO SHEET 2. SHEET 1

Acad Ref 16.2s (LMS Tech) User: j00
 Dec 06, 2006 9:57AM LT: PSLT: TW-314159205 VR:1
 H:\JRG06\DESIGN\DWG\JBG06\03_PLAT.dwg Lyl: Layout



SUBDIVIDER CERTIFICATION:
 I, BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

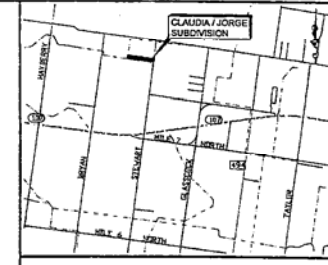
OWNERS SIGNATURE

STATE OF TEXAS
 COUNTY OF HIDALGO
 BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2007.

NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

HIDALGO COUNTY
 CERTIFICATE OF PLAT APPROVAL
 UNDER LOCAL GOVERNMENT CODE 232.026(a)
 WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SITO OZASSA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE DATE _____
 ATTEST: HIDALGO COUNTY CLERK DATE _____



LOCATION MAP
 SCALE: 1"=400'
 PREPARED BY: PEREZ CONSULTING ENGINEERS
 808 DALLAS AVE.
 MCALLEN, TEXAS 78501

SUBDIVISION PLAT OF CLAUDIA / JORGE SUBDIVISION
 BEING THE SOUTH 5.0 ACRES OF LOT 52-12 OUT OF WEST ADDITION TO SHARYLAND SUBDIVISION HIDALGO COUNTY, TEXAS VOLUME 1, PAGE 56, H.C.M.R.
 PLAT SHEET 2 OF 2

FINAL ENGINEERING REPORT FOR CLAUDIA / JORGE SUBDIVISION
 BY J. DAVID PEREZ, P.E.

CLAUDIA / JORGE SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY SHARYLAND WATER SUPPLY CORPORATION THE SUBDIVIDER AND SHARYLAND WATER SUPPLY CORPORATION HAVE ENTERED INTO A CONTRACT IN WHICH SHARYLAND WATER SUPPLY CORPORATION HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. SHARYLAND WATER SUPPLY CORPORATION HAS PROVIDED SUFFICIENT DOCUMENTATION TO ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. SHARYLAND WATER SUPPLY CORPORATION HAS AN 8" WATER LINE RUNNING ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH STEWART ROAD. THE CLAUDIA / JORGE SUBDIVISION WILL BE SERVICED FROM THE SAID EXISTING 8" WATER LINE ON STEWART ROAD. WATER DISTRIBUTION FOR LOT 1 AND LOT 2 CONSIST OF (2) 1/2" DIAMETER SINGLE SERVICE LINES GOING INTO A METER BOX.

THE SUBDIVIDER HAS PAID A TOTAL OF \$858.00 FOR THE AFOREMENTIONED WATER SERVICE SYSTEM. IN ADDITION, THE SUBDIVIDER HAS PAID SHARYLAND WATER SUPPLY CORPORATION THE SUM OF \$958.00 OR \$429.00 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH COVERS WATER METER, METER BOXES, WATER SUPPLY FEE AND ALL OTHER FEES ASSOCIATED WITH WATER SUPPLY. UPON REQUEST BY THE LOT OWNER OF A LOT, SHARYLAND WATER SUPPLY CORPORATION WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. IF THE OWNER OF A LOT HAS NOT REQUESTED INSTALLATION OF A METER BY SEPTEMBER 15, 2007, SHARYLAND WATER SUPPLY CORPORATION WILL PROCEED TO INSTALL THE WATER METER ON THE LOT. THUS, IN ANY EVENT, ALL THE WATER METERS WILL BE INSTALLED AND THE ENTIRE WATER FACILITIES WILL BE OPERABLE ON OR BEFORE JANUARY 15, 2008.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:
 SEWAGE FROM CLAUDIA / JORGE SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON EACH LOT.

AFTER A SITE EVALUATION BY THE ENGINEER AND BASED ON THE SOIL CONSERVATION SERVICE SOIL SURVEY FOR HIDALGO COUNTY IT WAS DETERMINED THAT THE SOIL TEXTURE IS SANDY LOAM, CLASS II, CONCLUDING THAT THE SITE IS SUITABLE FOR AN OSSF.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS \$1,000.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE SUBDIVIDER WILL POST A LETTER OF CREDIT WITH THE FILING OF THIS FINAL PLAT WITH HIDALGO COUNTY TO COVER THE TOTAL SEPTIC SYSTEM COST OF \$1,000.00. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD OR CONVEYED, THE PURCHASER MAY INITIATE INSTALLATION OF A SEPTIC SYSTEM BY WRITING TO OR CALLING THE SUBDIVIDER AND THEN FILING WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO CONSTRUCT A SEPTIC SYSTEM. IF ON A LOT BELONGING TO THE SUBDIVIDER NO SEPTIC SYSTEM HAS BEEN INSTALLED AS OF SEPTEMBER 15, 2007 THEN THE SUBDIVIDER WILL OBTAIN THE PROPER PERMIT AND INSTALL A SEPTIC SYSTEM BY OCTOBER 31, 2007. IF ON A LOT BELONGING TO SOMEONE OTHER THAN THE SUBDIVIDER NO SEPTIC SYSTEM HAS BEEN INSTALLED AS OF SEPTEMBER 15, 2007 THEN THE SUBDIVIDER WILL FIRST REMIND THE LOT OWNER OF THE AVAILABILITY OF THE SEPTIC SYSTEM. UNLESS THE LOT OWNER THEN PROMPTLY INITIATES THE INSTALLATION OF THE SEPTIC SYSTEM BY NOTIFYING THE SUBDIVIDER AND FILING AN APPLICATION FOR A PERMIT TO CONSTRUCT THE SYSTEM, THE SUBDIVIDER WILL EXERCISE HIS/HER RETAINED RIGHT OF ENTRY AND HIS/HER OBTAINED POWER OF ATTORNEY SO THAT HE/SHE MAY INSTALL THE SEPTIC SYSTEM. IN ANY EVENT, THE SEPTIC SYSTEM WILL BE INSTALLED ON THE LOT BY OCTOBER 31, 2007.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF \$958.00 WHICH EQUALS TO \$429.00 PER LOT.

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST \$1,000.00 FOR LOT 1, LOT 2 HAS AN EXISTING OSSF.

J. DAVID PEREZ, P.E. 2-2-07
 J. DAVID PEREZ, P.E.
 LICENSED PROFESSIONAL ENGINEER No. 89429



PRINCIPAL CONTACTS:

OWNER: JORGE B. GONZALEZ 12237 N. STEWART RD. MISSION, TEXAS 78573 PH. 956-585-8160	ENGINEER: J. DAVID PEREZ, P.E. 808 DALLAS AVE. MCALLEN, TEXAS 78501 PH. 956-631-4482	SURVEYOR: CARLOS VASQUEZ, R.P.L.S. 517 BEAUMONT AVE. MCALLEN, TEXAS 78501 PH. 956-618-1651
--	---	---

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION
 BY J. DAVID PEREZ, P.E.

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO
 LA SUBDIVISION CLAUDIA / JORGE, RECIBIRA SU PROVISION DE AGUA DE SHARYLAND WATER SUPPLY CORPORATION. LA COMPANIA SHARYLAND WATER SUPPLY CORPORATION Y EL DUEÑO DE LA SUBDIVISION HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. SHARYLAND WATER SUPPLY CORPORATION A PRESENTADO SUFICIENTE DOCUMENTACION LA CUAL ESTABLECE Y DEMUESTRA A LARGO PLAZO LA DISTRIBUCION DE LA CANTIDAD Y CALIDAD DE EL SERVICIO DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. SHARYLAND WATER SUPPLY CORPORATION TIENE UNA TUBERIA DE CONDUCCION DE AGUA DE 8 PULGADAS EN DIAMETRO LA CUAL ESTA LOCALIZADA EN EL LADO OESTE DE EL DERECHO DE VIA DE LA CARRETERA NORTH STEWART. LA SUBDIVISION CLAUDIA / JORGE PRESTARA SERVICIO DE ESTA DICHA LINEA DE 8 PULGADAS EN STEWART ROAD. LOS SERVICIOS DE AGUA DOMICILIARIA PARA LOS SOLARES 1 Y 2 DE LA SUBDIVISION CONSISTEN DE UNA TUBERIA DE 1 PULGADA CONECTADA A EL MEDIDOR DE AGUA.

EL SUBDIVIDOR LE HA PAGADO UN TOTAL DE \$858.00 PARA LA CONSTRUCCION YA MENCIONADA DE LA DISTRIBUCION DE AGUA. EL DUEÑO DE LA SUBDIVISION LE HA PAGADO A SHARYLAND WATER SUPPLY CORPORATION \$858.00 O \$429.00 POR SOLAR DE ACUERDO AL CONVENIO POR ESCRITO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE QUE CUBRE EL MEDIDOR DE AGUA, ACCESORIOS DE AGUA, Y CUALQUIER OTRO COBRO QUE SE ASOCIE CON LA NECESIDAD DEL SERVICIO DE AGUA. CUANDO EL DUEÑO DEL SOLAR SOLICITE UN MEDIDOR DE AGUA, LA COMPANIA SHARYLAND WATER SUPPLY CORPORATION LO INSTALARA SIN COSTO ALGUNO AL DUEÑO. SI PARA EL DIA DE 15 DE SEPTIEMBRE DEL 2007, EL DUEÑO DEL SOLAR NO HA SOLICITADO LA INSTALACION DEL MEDIDOR DE AGUA, SHARYLAND WATER SUPPLY CORPORATION INSTALARA EL MEDIDOR, DE CUALQUIER MANERA, EL MEDIDOR DE AGUA SE INSTALARA ANTES DEL DIA 15 DE ENERO DEL 2008.

ALCANTARILLADO: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE DE AGUAS NEGRAS PARA LA SUBDIVISION.
 SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE COMPARTIMIENTO DOBLE Y DE UN CAMPO DE DRENAJE PARA CADA SOLAR.

DESPUES DE UNA EVALUACION DE EL SITO EJECUTADA POR EL INGENIERO Y BASADO EN EL "SOILS CONSERVATION SERVICE SOIL SURVEY" DE EL CONDADO HIDALGO, FUE DETERMINADO QUE LA TEXTURA DE LA TIERRA ES ARENOSA POCO ARSILLOSA DE CLASSE II, CONCLUYENDO QUE EL SITO ES APROPIADO PARA LA CONSTRUCCION DE UNA FOSA SEPTICA.

EL COSTO ESTIMADO PARA INSTALAR UN SISTEMA SEPTICO EN CADA SOLAR INDIVIDUAL DE LA SUBDIVISION ES DE \$1,000.00 INCLUYENDO EL PERMISO Y MATRICULA. NINGUN SISTEMA SEPTICO HA SIDO INSTALADO HASTA LA APROVACION DE EL TRAZADO Y LA APLICACION FINAL. EL SUBDIVIDOR SOMETERA UNA CARTA DE CREDITO PARA EL ARCHIVO DEL TRAZO FINAL DE LA SUBDIVISION AL CONDADO DE HIDALGO PARA CUBRIR EL COSTO TOTAL DE \$ 1,000.00 DEL SISTEMA SEPTICO. EL SUBDIVIDOR INCLUIRA EL COSTO DEL SISTEMA DE FOSA SEPTICA EN EL PRECIO DE VENTA DEL SOLAR. A CUALQUIER MOMENTO ANTES QUE UN SOLAR SEA VENDIDO, EL COMPRADOR PODRA INSTALAR EL SISTEMA SEPTICO SIEMPRE Y CUANDO COMUNIQUE A EL SUBDIVIDOR POR MEDIO DE UNA CARTA O UNA LLAMADA TELEFONICA, Y LUEGO TENDRA QUE ARCHIVAR CON EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACION PARA OBTENER EL PERMISO DE CONSTRUCCION DEL SISTEMA SEPTICO.

SI EN DADO CASO QUE EL SUBDIVIDOR NO A INSTALADO EL SISTEMA SEPTICO EN CADA SOLAR ANTES DEL 15 DE SEPTIEMBRE DEL 2007, ENTONCES EL SUBDIVIDOR OBTENDRA UN PERMISO EH INSTALARA EL SISTEMA PARA 31 DE OCTUBRE DEL 2007. SI EL SOLAR PERTENECE A ALGUIEN MAS QUE EL SUBDIVIDOR Y NINGUN SISTEMA SEPTICO HA SIDO INSTALADO PARA EL 15 DE SEPTIEMBRE DEL 2007, ENTONCES EL SUBDIVIDOR LE RECORDARA A EL DUEÑO DEL SOLAR COMO FRIMER AVISO DE LA DISPOSICION DEL SISTEMA SEPTICO, ALMENO QUE EL DUEÑO DEL SOLAR NOTIFIQUE AL SUBDIVIDOR Y ARCHIVE UNA APLICACION DE PERMISO PARA LA CONSTRUCCION DEL SISTEMA SEPTICO. EL SUBDIVIDOR EJERSERA SU DERECHO LEGAL DE ENTRADA Y EJECUTAR SU OBTENIDA CARTA PODER LA CUAL ESTABLECE QUE EL/ELLA PUEDA INSTALAR EL SISTEMA SEPTICO. DE CUALQUIER MODO O EVENTO EL SISTEMA SEPTICO SERA INSTALADO EN CADA SOLAR PARA EL 31 DE OCTUBRE DEL 2007.

CERTIFICATION:
 CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE ALCANTARILLADO, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES (MODEL SUBDIVISION RULES), ADOPTADAS EN LA SECCION 16.343 DEL CODIGO DE AGUA DE TEXAS (TEXAS WATER CODE). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE ALCANTARILLADO SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARAN \$429.00 POR SOLAR. EL DUEÑO DE LA SUBDIVISION LE HA PAGADO UN TOTAL DE \$958.00 A SHARYLAND WATER SUPPLY CORPORATION POR LA INSTALACION DEL MEDIDOR MECANICO DE AGUA.

ALCANTARILLADO: SE ESTIMA QUE LA FOSA SEPTICA COSTARA \$1,000.00 POR SOLAR 1, SIENDO QUE EN EL SOLAR 2 YA EXISTE UNA FOSA SEPTICA.

J. DAVID PEREZ, P.E. 2-2-07
 J. DAVID PEREZ, P.E.
 INGENIERO PROFESIONAL MATRICULADO NO. 89429



DRAINAGE REPORT:
 CLAUDIA/JORGE SUBDIVISION
 MCALLEN, TEXAS

LEGAL DESCRIPTION:
 5.0 ACRES OUT OF LOT 52-12 WEST ADDITION TO SHARYLAND SUBDIVISION SITUATED IN HIDALGO COUNTY, TEXAS, IN MCALLEN, TEXAS EXTRA TERRITORIAL JURISDICTION (E.T.J.), ALSO BEING THAT ENTIRE TRACT OF LAND DEEDED TO JORGE GONZALEZ, RECORDED IN DOCUMENT NO. 158892 H.C.D.R.

LOCATION:
 THE SUBJECT TRACT IS LOCATED ALONG STEWART ROAD ON THE WEST SIDE APPROXIMATELY 0.75 MILES NORTH OF THE INTERSECTION OF STEWART ROAD AND MILE 7 ROAD IN MCALLEN, TEXAS E.T.J.

LAND USE:
 THE PRESENT LAND USE IS OPEN AGRICULTURAL LAND AS DESCRIBED BY THE CITY OF MCALLEN PLANNING DEPARTMENT ZONING MAP (SEE ATTACHMENT), CLASSIFIED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) SOILS CONSERVATION SERVICES (SCS), AS BRENNAN FINE SANDY LOAM. THE HYDROLOGIC SOIL GROUP, AS DEFINED BY SCS, IS "B" AS RECORDED ON THE HIDALGO COUNTY SOIL SURVEY.

FLOOD ZONE DESIGNATION:
 USING THE FLOOD INSURANCE RATE MAP FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND A TOPOGRAPHICAL SURVEY DONE BY C.V.O. LAND SURVEYORS ON JUNE, 9TH 2006, IT HAS BEEN ESTABLISHED THAT 95% OF THIS PROPERTY FALLS WITHIN FLOOD ZONE "X" WHICH ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 480334 0295 D, REVISED JUNE 5, 2000 BY LOMAR IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN". THE REMAINING 5% OF THE PROPERTY IS IN FLOOD ZONE "A" WHICH IS DEFINED AS "NO BASE FLOOD ELEVATIONS DETERMINED" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. BASED ON GRAPHIC INTERPOLATION THE 100 YEAR BASE FLOOD ELEVATION WITHIN ZONE "A" IS ESTIMATED TO BE 142.50 ABOVE M.S.L. (NAVD88 DATUM).

FLOOD RUNOFF CALCULATIONS:
 THE RATIONAL METHOD WAS UTILIZED TO CALCULATE THE PEAK RUNOFF FOR THE SUBDIVISION DRAINAGE DESIGN AND UNIT HYDROGRAPH METHODS TO DETERMINE THE DETENTION STORAGE FOR THE SYSTEM.

PROPOSED DRAINAGE IMPROVEMENTS:
 THE EXISTING DRAINAGE RUNOFF COEFFICIENT IS C = 0.20 BASED ON THE RATIONAL METHOD RUNOFF COEFFICIENT TABLE FOR RURAL AGRICULTURAL AREAS. THE TOTAL UNDEVELOPED NET DRAINAGE AREA IS 4.73 ACRE GENERATING AND EXISTING RUNOFF OF 3.04 CFS. THE PROPOSED LAND USE WILL BE RESIDENTIAL-R1 (SINGLE RESIDENTIAL). THE RUNOFF COEFFICIENT FOR THE CONDITIONS WILL BE C = 0.35 BASED ON THE RATIONAL METHOD RUNOFF COEFFICIENT TABLE FOR URBAN WATERSHEDS. THE TOTAL DEVELOPED RUNOFF WILL BE 7.56 CFS.

CURRENTLY THE PROPERTY DRAINS TO THE EAST BY OVERLAND FLOW. THE PROPOSED CONDITIONS WILL NOT MODIFY THE DRAINAGE PATTERNS WITHIN THE PROPERTY. THE PROPERTY WILL CONTINUE TO DRAIN EAST FOLLOWING ITS NATURAL FLOW PATTERN. THE DISCHARGE WILL BE LIMITED TO THE UNDEVELOPED 10 YEAR FREQUENCY AND A TOTAL OF 9496 CUBIC FEET (0.28AC-FEET). THE DETENTION STORAGE WILL BE HELD IN LANDSCAPED AREAS IN THE LOT BY MEANS OF SWALES CONTROLLING THE DISCHARGE.

BY MY SIGNATURE BELOW I CERTIFY THAT THE SUBDIVISION LIES WITHIN THE FLOOD ZONE DESIGNATIONS MENTIONED IN THIS DRAINAGE REPORT.

J. DAVID PEREZ, P.E. 2-2-07
 J. DAVID PEREZ, P.E.
 LICENSED PROFESSIONAL ENGINEER No. 89429



INDEX TO SHEET OF CLAUDIA / JORGE SUBDIVISION

SHEET	NO.	SHEET	REVISION	DATE	APPROVED
SHEET 1					
SHEET 2					

NO. 1: HEADING, LOCATION MAP, PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYORS AND ENGINEERS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DESIGNATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL, CERTIFICATE; H.C.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL.

NO. 2: MODEL WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DESIGNATION, CERTIFICATION AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF MCALLEN AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 7, 2007

RE: **Hutton No. 2 Subdivision – Pct. 3**
Final Approval with Financial Guarantee

Hutton No. 2 Subdivision is a one (1) commercial lot subdivision located on the South side of Mile 5 North Road (FM 676) approximately, 1320 feet (1/4 mile) west of La Homa Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 12, 2006. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 5 Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Mile 5 Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary approval from the Hidalgo County Commissioner's Court on December 12, 2006. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

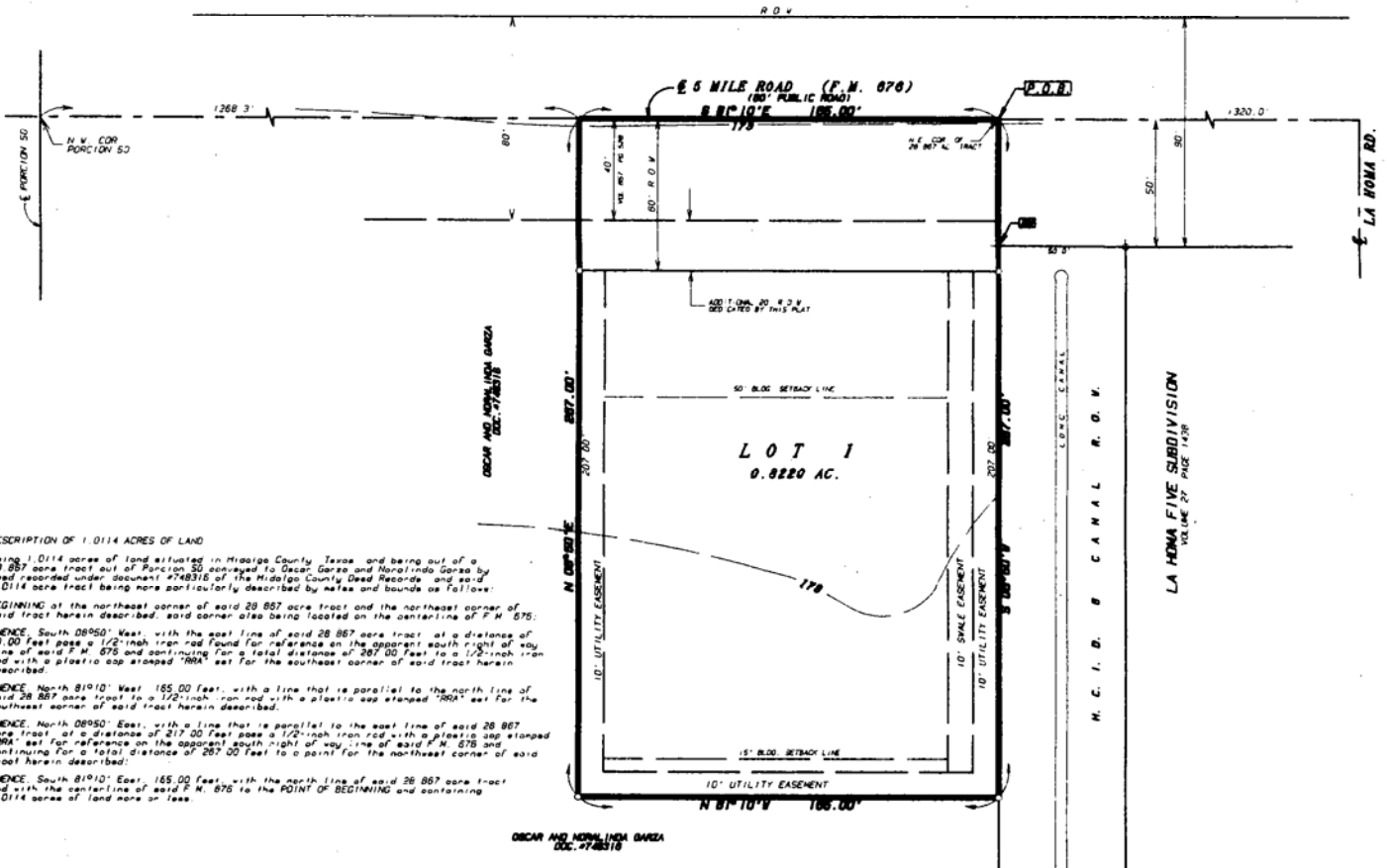
The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of \$1,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 07-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of one (1) septic tank system.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **February 12, 2007**.

MAP OF HUTTON No. 2 SUBDIVISION

MISSION, TEXAS
Being 1.0114 acres of land situated in Hidalgo County, Texas, and being out of Partition 50, Hidalgo County, Texas.

DATE OF PREPARATION: JULY 6, 2006



DESCRIPTION OF 1.0114 ACRES OF LAND
Being 1.0114 acres of land situated in Hidalgo County, Texas, and being out of a 28.867 acre tract out of Partition 50 conveyed to Oscar Garza and Noralinda Garza by deed recorded under document #748318 of the Hidalgo County Deed Records and said 1.0114 acre tract being more particularly described by metes and bounds as follows:
BEGINNING at the northeast corner of said 28.867 acre tract and the northeast corner of said tract herein described, said corner also being located on the centerline of F.M. 876;
THENCE, South 08°50' West, with the east line of said 28.867 acre tract, a distance of 50.00 feet past a 1/2" inch iron rod found for reference on the apparent south right of way line of said F.M. 876 and continuing for a total distance of 287.00 feet to a 1/2" inch iron rod with a plastic cap stamped "RRA" set for the southeast corner of said tract herein described;
THENCE, North 81°10' West, 165.00 feet, with a line that is parallel to the north line of said 28.867 acre tract to a 1/2" inch iron rod with a plastic cap stamped "RRA" set for the southeast corner of said tract herein described;
THENCE, North 08°50' East, with a line that is parallel to the east line of said 28.867 acre tract, a distance of 217.00 feet past a 1/2" inch iron rod with a plastic cap stamped "RRA" set for reference on the apparent south right of way line of said F.M. 876 and continuing for a total distance of 287.00 feet to a point for the northeast corner of said tract herein described;
THENCE, South 81°10' East, 165.00 feet, with the north line of said 28.867 acre tract and with the centerline of said F.M. 876 to the POINT OF BEGINNING and containing 1.0114 acres of land more or less.

HIDALGO COUNTY IRRIGATION DISTRICT No. 8
THIS PLAT IS HEREBY APPROVED BY DISTRICT No. 8 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.
DATE THIS THE _____ DAY OF _____, 2006.

ATTEST: _____
PRESIDENT SECRETARY

I, THE UNDERSIGNED MAYOR OF THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2006.

ATTESTED SECRETARY CITY OF MISSION _____ MAYOR CITY OF MISSION _____

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

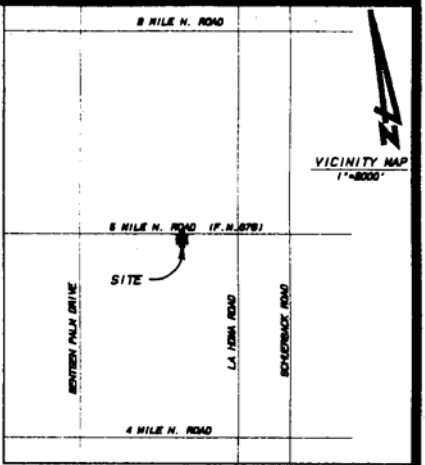
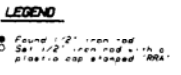
PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: THE HUTTON CO	736 CHERRY ST SUITE 200	CHATTANOOGA, TN 37402	14231643-9212	14231664-7100
ENGINEER: ROLANDO CRUZ	605 E VIOLET AVE SUITE 5	MALLEN TX 78054	19561682-5022	19561581-1916
SURVEYOR: REYNALDO ROBLES	107 W. HUNSAWCH ST	WESLACO, TX 78598	19561989-2422	19561989-2011

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY:
HUTTON No. 2 SUBDIVISION IS LOCATED IN SOUTHWEST HIDALGO COUNTY ON THE SOUTH SIDE OF 5 MILE ROAD ABOUT 1320 FT. WEST OF LA HORA ROAD. NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP OF THE SECRETARY OF THE CITY OF MISSION POPULATION BASE - 1990. CONSIDER HUTTON No. 2 SUBDIVISION LES THAN 1/4 MILE EXTRATERRITORIAL JURISDICTION SET UNDER LOCAL GOVERNMENT CODE § 403 AND PROPERTY FALLS IN PCT #3

GENERAL PLAT NOTES & RESTRICTIONS:

- THIS PROPERTY LIES IN FLOOD ZONE "1" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN OF FURN COMMUNITY PANEL No. 88034-0000 DATED JAN 14, 2000
- ALL LOTS ARE MARKED 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RRA" SET UNLESS OTHERWISE NOTED
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY
- MINIMUM BUILDING SETBACK LINES: FRONT 30' SIDE 0' OR EASEMENT WHICHEVER IS GREATER REAR 15' OR EASEMENT WHICHEVER IS GREATER
- BENCH MARK: TOP OF 1/2" INCH IRON ROD FOUND AT THE INTERSECT ON OF THE SOUTH RIGHT OF WAY LINE OF F.M. 876 WITH THE EAST PROPERTY LINE, SET IN CONCRETE WITH PLASTIC CAP STAMPED "RRA" ELEV. 1178.22 NOV 22 1929
- PROPERTY OWNER TO ACQUIRE DRIVEWAY PERMIT FROM TxDOT AT TIME OF CONSTRUCTION
- SIDEWALK REQUIRED ALONG F.M. 876 DURING THE BUILDING PERMIT PROCESS
- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 2048 CUBIC FEET OF 0.05 ACRE-FEET OF STORM WATER RUNOFF DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 OF THIS PLAT)
- DRAINAGE SWALE EASEMENTS: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE CLEAR OF TREES, BUILIDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
- MINIMUM 6" WOOD FENCE BUFFER REQUIRED TO ANY EXISTING RESIDENCE THAT ADJACES THE SUBJECT PROPERTY
- GENERAL NOTES FOR COMMERCIAL LOTS: THIS LOT SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. THIS LOT IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND. ANY HIGHER ELEVATION SHALL BE NOTED ON THE PLAT. THE TIME FOR DEVELOPMENT PERMIT APPLICATION TO VERIFY FINE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- ON-SITE SEWAGE FACILITIES (OSSF): NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
 - OSSF SYSTEM IS BEING DESIGNED AND APPROVED BY HIDALGO COUNTY HEALTH DEPARTMENT
 - EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY
 - OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
 - SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
 - OSSF PERMIT IS REQUIRED PRIOR TO OCCUPANCY OF A LOT.
- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHENEVER ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF TREES, BUILIDINGS, SHEDS, SWALES, TREES AND OTHER PLANTINGS (EXCEPT LOW LESS THAN 18 INCHES MATURE HEIGHT GROUND COVER SWALES OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 10.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS WITHIN THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
- HUTTON Co., THE OWNER & SUBDIVIDER OF HUTTON No. 2 SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE.
- DRAINAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.
- TxDOT DRIVEWAY PERMIT IS REQUIRED TO CONSTRUCTION OF DRIVEWAY ACCESS ON TO F.M. 876.



STATE OF TENNESSEE COUNTY OF HAMILTON OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

HUTTON COMPANY DEVELOPMENT AS OWNER OF THE 1.0114 ACRE TRACT OF LAND ENCOMPASS HEREIN SUBDIVIDE OF THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARKS AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.022 AND THAT (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS AND (D) GAS CONNECTIONS, IF AVAILABLE PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY KAREN J. HUTTON, CHIEF MANAGER
HUTTON COMPANY DEVELOPMENT, L.P.
A TEXAS LIMITED PARTNERSHIP
736 CHERRY STREET
CHATTANOOGA, TENNESSEE 37402

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____ PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND BEING BY ME FIRST DULY SWORN, DECLARED THAT THE MATTERS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

STATE OF TEXAS COUNTY OF HIDALGO COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ AM AND WAS RECORDED IN BOOK _____ SHEET(S) _____ OF THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ AM ON _____

NOTE: HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION CONFORM WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE No. 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE HUTTON No. 2 SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

ROLANDO CRUZ
REG. PROFESSIONAL ENGINEER NO. 55459

STATE OF TEXAS COUNTY OF HIDALGO

REYNALDO ROBLES
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4032
P.O. BOX 476
WESLACO, TX 78598

Engineers, Planners, Consultants
CRUZ & HOGAN
Engineers, Planners, Consultants, Inc.

Hidalgo County, Texas
Office 409-284-7600 Fax 409-284-7600

PREPARED FOR: HUTTON Co. DEVELOPMENT, L.P.
A TEXAS LIMITED PARTNERSHIP

RA ROBLIS AND ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS

1100 W. Loop West, Suite 1100
Houston, Texas 77027
Phone: (713) 861-1611

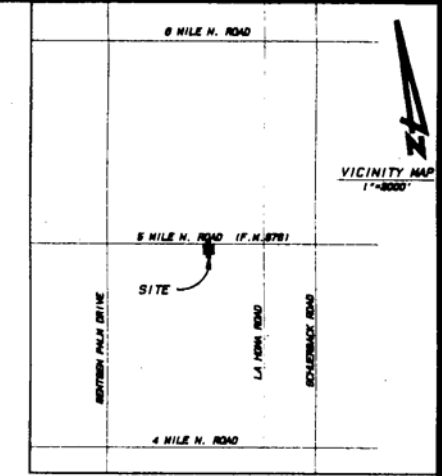
DATE SURVEYED: 07-07-06 DRAWN BY: VL/07-10-06

SCALE: 1" = 30' JOB No: 155145

CORRECTION No: 11302 REVISED

THIS IS VALID ONLY IF PRINTED ON ORIGINAL PAPER.

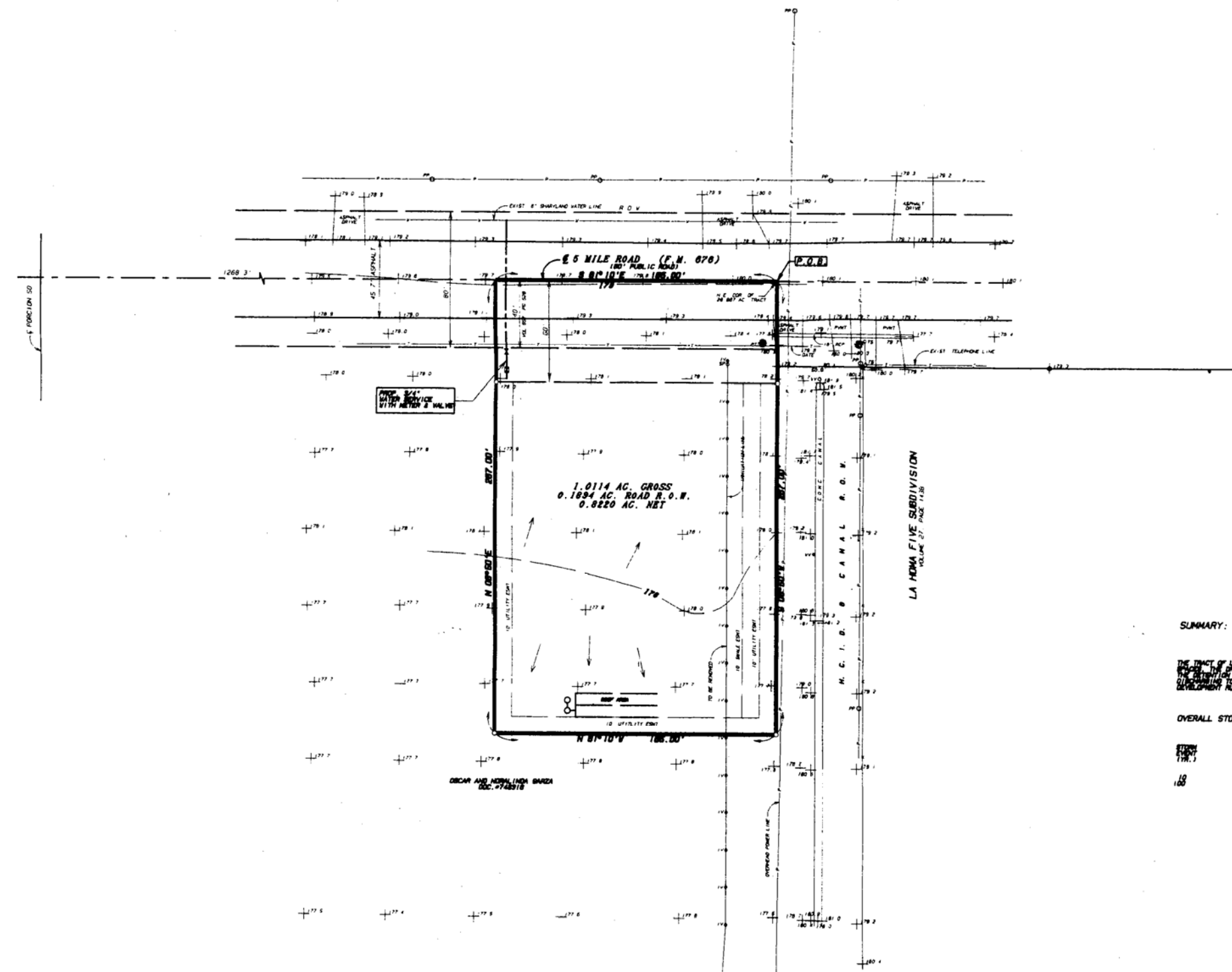
DATE: 07/10/06



LEGEND

- Found 1/2" iron rod
- Set 1/2" iron rod with a plastic cap stamped "PRA"
- Wood fence
- Iron fence
- IW Irrigation valve
- Stand pipe
- ISO Telephone #
- PI Pole tree

HCDR - Hidalgo County Deed Records
HCDM - Hidalgo County Map Records



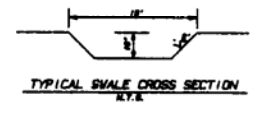
SUMMARY:

THE TRACT OF LAND IS 0.8220 ACRES. THE DEVELOPMENT WILL BE A FAMILY RESIDENCE WITH 21 PARKING SPACES. THE DEVELOPMENT SHALL BE A SINGLE-FAMILY RESIDENCE WITH 21 PARKING SPACES. THE DEVELOPMENT SHALL BE A SINGLE-FAMILY RESIDENCE WITH 21 PARKING SPACES. THE DEVELOPMENT SHALL BE A SINGLE-FAMILY RESIDENCE WITH 21 PARKING SPACES.

OVERALL STORM WATER DETENTION SUMMARY:

STORM FREQ.	MINIMAL (10-YEAR)	DESIGN (10-YEAR)	PRE-DEVELOPMENT (10-YEAR)	POST-DEVELOPMENT (10-YEAR)	DIFFERENCE
1.00	7.00	1.00	2.10	7.9	

DATE





PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sessin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sessin, P.E., Planning Administrator

DATE: February 07, 2007

RE: **Hutton No. 3 Subdivision – Pct. 3**
Final Approval with Financial Guarantee

Hutton No. 3 Subdivision is a one (1) commercial lot subdivision located on the West side of La Homa Road, approximately 625 feet South of Mile 3 North Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 28 2006. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

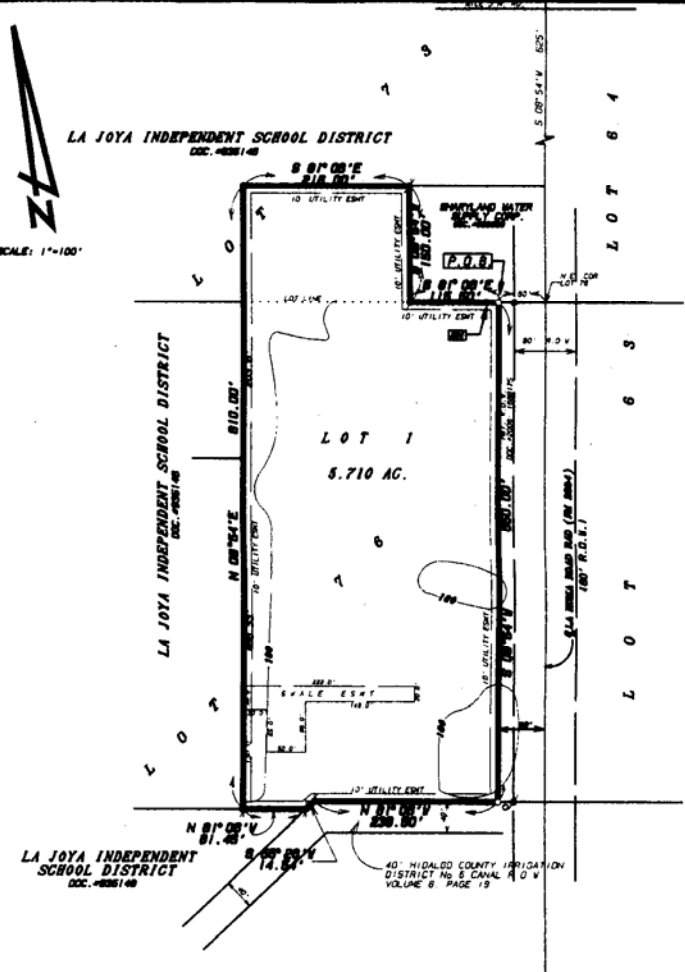
Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on La Homa Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary approval from the Hidalgo County Commissioner's Court on January 09, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of \$1,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 07-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of one (1) septic tank system.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on February 12, 2007.**



**MAP OF
HUTTON No. 3 SUBDIVISION**

MISSION TEXAS
Being 5.710 acres of land situated in Hidalgo County, Texas, and being part of
Lots 75 and 76, New Catalonia Subdivision Unit No. 1, Hidalgo County, Texas
Map recorded in Volume 8, Page 18, Hidalgo County Map Records
DATE OF PREPARATION: JULY 6, 2008

METES AND BOUNDS

DESCRIPTION OF 5.710 ACRES OF LAND

Being 5.710 acres of land situated in Hidalgo County, Texas, and being out of Lots 75 and 76, New Catalonia Subdivision Unit No. 1 as per map recorded in Volume 8, page 18 of the Hidalgo County Map Records, and said 5.710 acre tract being more particularly described by metes and bounds as follows:
BEGINNING at a 3/4 inch iron rod with a plastic cap stamped "DEC" found on the north line of said Lot 76; to the northeast corner of said tract herein described, said 3/4 inch iron rod bears North 81°08' West 80.00 Feet from the northeast corner of said Lot 76;
THENCE, South 08°54' West, with a line that is parallel to the east line of said Lot 76 and with the east right of way line of La Joya Road 14' N. 2894' to a 3/4 inch iron rod with a plastic cap stamped "DEC" found for the southeast corner of said tract herein described;
THENCE, North 81°08' West 239.50 Feet with the south line of said Lot 76 to a 5/8 inch iron rod with a plastic cap stamped "FM" found for an angle point;
THENCE, South 55°28' West, 14.54 Feet to a 5/8 inch iron rod with a plastic cap stamped "FM" found for an angle point;
THENCE, North 81°08' West, 81.45 Feet, continuing with the south line of said Lot 76 to a 5/8 inch iron rod with a plastic cap stamped "FM" found for the southeast corner of said tract herein described;
THENCE, North 08°54' East, with a line that is parallel to the east line of said Lots 75 and 76, at a distance of 860.00 Feet from the corner line of said Lots 75 and 76 and continuing for a total distance of 810.00 Feet to a 1/2 inch iron rod with a plastic cap stamped "DEC" found for the northeast corner of said tract herein described;
THENCE, North 81°08' East, 218.00 Feet, with a line that is parallel to the south line of said Lot 75 to a 5/8 inch iron rod with a plastic cap stamped "FM" found for the northeast corner of said tract herein described;
THENCE, South 08°54' West, 150.00 Feet, with a line that is parallel to the east line of said Lot 75 to a 5/8 inch iron rod with a plastic cap stamped "FM" found for an inner corner;
THENCE, South 81°08' East, 115.50 Feet, with the north line of said Lot 76 to the POINT OF BEGINNING and containing 5.710 acres of land more or less.
Surveyed September 13, 2008

GENERAL PLAT NOTES & RESTRICTIONS

1. THIS PROPERTY LIES IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAINS OF FIRM COMMUNITY PANEL NO. 48034 (2000 D) (DATED JUNE 6, 2000)
2. ALL LOTS ARE MARKED "D" IRON ROD WITH A PLASTIC CAP STAMPED "864" SET UNLESS OTHERWISE NOTED
3. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY
4. MINIMUM BUILDING SETBACK LINES:
FRONT 50' - 1/2 OF R.O.W. NOT TO EXCEED 50'
SIDE 5' - OR EASEMENT WHICHEVER IS GREATER
REAR 15' - OR EASEMENT WHICHEVER IS GREATER
5. BENCH MARK: TOP OF 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "864" FOUND 15' FROM THE NORTHEAST CORNER OF THIS SUBDIVISION SET IN CONCRETE JULY 11, 2008
6. 5' SIDEWALK REQUIRED ALONG LA JOYA ROAD DURING THE BUILDING PERMIT PROCESS
7. DRAINAGE IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS. THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 8053 CUBIC FEET (0.18 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 OF THIS PLAT)
8. DRAINAGE SWALE EASEMENTS: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
9. 6" WOOD FENCE BUFFER REQUIRED ALONG ANY SIDE ADJOINING RESIDENTIAL PROPERTIES
10. GENERAL NOTES FOR COMMERCIAL LOTS:
THIS LOT SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. THIS LOT IS FOR NON-RESIDENTIAL USE. THIS MUST BE SETBACK ON ALL DEEDS AND CONTRACT FOR DEEDS APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT AND FIRE MARSHAL AS REQUIRED PRIOR TO OCCUPYING THE LOT.
11. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 181.00 FEET ABOVE MEAN SEA LEVEL. WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRELIMINARY CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH CODES AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED AND APPROVED BY HIDALGO COUNTY HEALTH DEPARTMENT.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN. THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
E. "OSSF" PERMIT IS REQUIRED PRIOR TO OCCUPYING A LOT.
13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
14. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHARPS, TREES AND OTHER PLANTINGS (EXCEPT LAWY, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
15. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 10.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
16. HUTTON Co. the OWNER & SUBDIVIDER OF HUTTON No. 3 SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
17. AN OFF-STREET PARKING LOT, SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATES.
18. DRAINAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.
19. TX DOT DRIVEWAY PERMIT IS REQUIRED TO CONSTRUCTION OF DRIVEWAY ACCESS ON TO P.H. 2894.

HIDALGO COUNTY IRRIGATION DISTRICT No. 8

THIS PLAT IS HEREBY APPROVED BY DISTRICT NO. 8 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES DATE THIS THE _____ DAY OF _____ 2008.

ATTEST: _____ PRESIDENT
_____ SECRETARY

I, THE UNDERSIGNED MAYOR OF THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREBY MY APPROVAL IS REQUIRED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2008.

ATTESTED SECRETARY: CITY OF MISSION
MAYOR CITY OF MISSION

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

CHARMAN PLANNING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ROLANDO CRUZ
REG. PROFESSIONAL ENGINEER NO. 55459

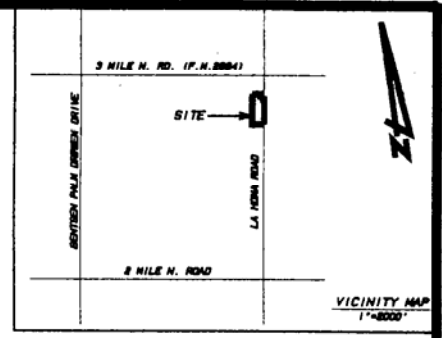
STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE HUTTON SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

REYNALDO ROBLES
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4032
P.O. BOX 476
MEXIA, TX 76858

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER	KAREN HUTTON	736 CHERRY ST SUITE 200	CHATTAHOOCIA, TN 37402	14231643-8212	1423.654-7100
ENGINEER	ROLANDO CRUZ	605 E VIOLET AVE SUITE 5	MALLEN, TX 78504	19551082-5022	1955.581-1918
SURVEYOR	REYNALDO ROBLES	107 W HUISACHE ST	MEXIA, TX 76859	19581988-2422	1955.955-2011

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY
HUTTON No. 3 SUBDIVISION IS LOCATED IN SOUTHWEST HIDALGO COUNTY ON THE WEST SIDE OF LA JOYA ROAD ABOUT 1300 FEET SOUTH OF 3 MILE NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION. POPULATION 2006-2008 (CENSUS HUTTON No. 3 SUBDIVISION LIES WITHIN EXTRATERRITORIAL JURISDICTION OF LOCAL GOVERNMENT CODE § 4002 AND LES 9.117.)

- LEGEND**
- Found 1/2" iron rod
 - Set 1/2" iron rod with plastic cap stamped "864"



**STATE OF TENNESSEE
COUNTY OF HAMILTON
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION**

HUTTON COMPANY DEVELOPMENT AS OWNER OF THE 5.486 ACRE TRACT OF LAND ENCOMPASS HEREBY SUBDIVIDE THE LAND AS DESCRIBED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, EASEMENTS AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS
(D) GAS CONNECTIONS IF AVAILABLE PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: KAREN J. HUTTON, CHIEF MANAGER
HUTTON CO DEVELOPMENT L.P.
A TEXAS LIMITED PARTNERSHIP
736 CHERRY STREET
CHATTAHOOCIA, TENNESSEE 37402

**STATE OF TEXAS
COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____ PROVED TO ME, THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2008.

**STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE**

I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ P.M. ON _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____

HIDALGO COUNTY CLERK

NOTE: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE § 49.011 (A). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

**HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (a)**

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE HUTTON No. 3 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE DATE

ATTEST: HIDALGO COUNTY CLERK DATE

INDEX TO SHEETS

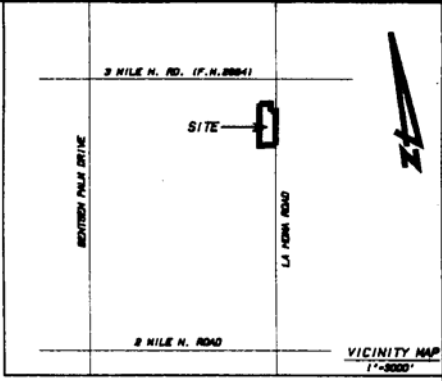
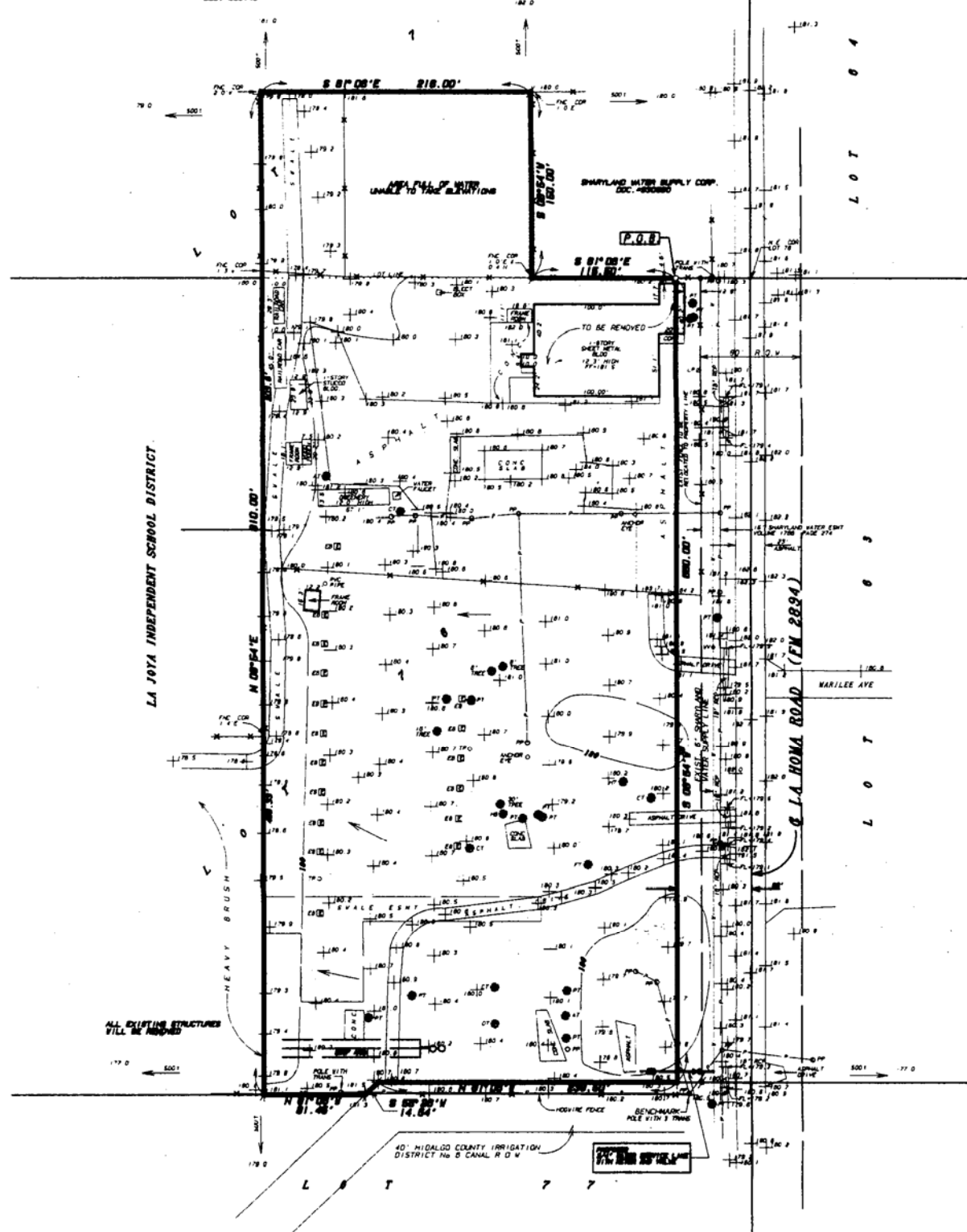
SHEET 1 - HEADING INDEX, LOCATION MAP AND ETA PRINCIPAL CONTACTS
MAP, LOT, STREETS AND EASEMENTS LAYOUT, DESCRIPTIONS, METES AND BOUNDS, SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL, CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTE.
SHEET 2 - TOPOGRAPHY AND UTILITY LAYOUT.

Engineers, Planners, Consultants
CRUZ-MOGAN
Engineers, Planners, Consultants

MoAllan
1001 E. 21st, Suite A
Mission, TX 79701
Office 361-2868 Fax 361-2863

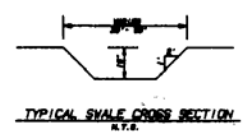
PREPARED FOR: HUTTON CO DEVELOPMENT L.P.
ROBLES AND ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
311 E. 4th St. Suite 200
Mission, TX 79701
Tel: 361-2868 Fax: 361-2863
SURVEYED 09/13/08 DRAWN BY VL/09/14/08
SCALE 1"=100' JOB NO. 156515
TITLE: HUTTON No. 3 Subdivision
REVISIONS: 3/1/2008
REVISIONS: 3/1/2008
PROPERTY IS VALID ONLY IF PRINTED ORIGINAL
COPYRIGHT 2008

LA JOYA INDEPENDENT SCHOOL DISTRICT
DOC. 488148



- LEGEND**
- Found 1/2" iron rod with cap RPLS '5303'
 - Found 5/8" iron rod with a plastic cap stamped '7M'
 - - - Wood fence
 - - - Chain link fence
 - LP Light pole
 - WV Water valve sign
 - TP Telephone pedestal
 - EB Electric box
- REC'D: Hidalgo County Deed Records
 HEN: Hidalgo County Map Records
- AT Ash tree
 - ET Ebony tree
 - CT Chinaberry tree
 - PT Palo tree
 - OT Oak tree

REMARKS:
 1/4" DIAM POWER POLE LOCATED BY THE
 SOUTH-WEST CORNER OF THIS SURVEY
 ELEV. 170.28



SUMMARY:
 THE TRACT OF LAND IS A 1.27 ACRES. THE DEVELOPMENT WILL BE A FAMILY RECREATION CENTER WITH AN IMPROVED
 TO BE REMOVED. THE DEVELOPMENT WILL BE A FAMILY RECREATION CENTER WITH AN IMPROVED
 READY TO BE BUILT FROM THE 1.27 ACRES. THE DEVELOPMENT WILL BE A FAMILY RECREATION CENTER WITH AN IMPROVED
 READY TO BE BUILT FROM THE 1.27 ACRES.

OVERALL STORM WATER DETENTION SUMMARY:

STORM FREQUENCY	PEAK FLOW CFS	PEAK FLOW MGD	PEAK FLOW MGD	PEAK FLOW MGD
100	7.88	8.5	8.5	7.6

TOPOGRAPHIC AND UTILITY LAYOUT MAP OF
 HUTTON No. 3 SUBDIVISION
 HIDALGO COUNTY, TEXAS

DATE

**Reduce salary in slot #4 and increase salary in slots 26 & 86 - D.A. GEN. FUND
CC REGULAR**

Date: 02/13/2007
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Area: District Attorney

Agenda Item

CAPTION

District Attorney (Fund 1100)

1. Approval to decrease the budgeted salary for slot # 080-002-0004 by \$7,960.00, effective 03/01/2007.
2. Approval to increase the budgeted salary for slot # 080-002-0026 (vacant slot) by \$5,000.00, effective 03/01/2007
3. Approval to increase the budgeted salary for slot # 080-002-0086 (vacant slot) by \$2,000.00, effective 03/01/2007
4. Approval of intra-departmental transfer in the amount of \$960.00 (Longevity pay), effective 03/01/2007
5. Approval of revised salary schedule.

* If approved, all changes are requested to take effect on March 1, 2007. No budgetary Impact.

BACKGROUND

Slot #4 will be vacated by an Asst. D.A. who will be retiring on February 28, 2007. We would like to move part of the salary monies to cover the salary and longevity pay for slots 26 & 86, said slots are currently vacant. All changes should take effect on March 1, 2007.

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Funding is to come from within department; no additional funding is needed.

Attachments

Link: [DAtransferLongevityPay](#)

Link: [DASalarySchedule](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/07/2007 04:17 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/08/2007 10:19 AM	APRV
3	Human Resources	Dairen Cedillo	02/08/2007 03:54 PM	APRV
4	Dina Trevino	Dina Trevino	02/09/2007 01:26 PM	APRV
5	Rosalinda Cantu	Rosie Cantu	02/09/2007 04:08 PM	APRV
6	Dina Trevino	Dina Trevino	02/09/2007 04:14 PM	APRV
7	Dale Kennan	Dale Kennan	02/09/2007 04:43 PM	APRV
8	Purchasing Department	Marty Salazar	02/09/2007 04:57 PM	APRV
9	Auditor's Office			NEW
10	Agenda Coordinator			

Form Started By: Roy Cazares

Started On: 02/07/2007 03:08 PM

Final Approval Date:

DATE: February 13, 2007

DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: DISTRICT ATTORNEY'S OFFICE

ACCOUNT NUMBER: 7-1100-412-00-080-002-0 D.A. GENERAL FUND

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM	TO
-------------	-----------

ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-412-00-080-002-0-113	Full-time Employees	➔	7-1100-412-00-080-002-0-115	Longevity pay	\$960.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
TOTAL					\$960.00

REASON: Money will be used when we hire new D.A.. with 4 years of prior service to our office. Money should not be transferred until March 1, 2007.

 RENE GUERRA
 CRIMINAL DISTRICT ATTORNEY

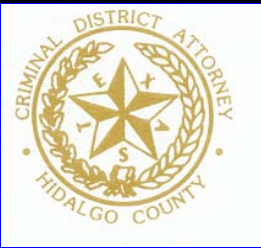
 APPROVED COMMISSIONERS' COURT
 COUNTY AUDITOR'S FORM: SFA-CA-017

_ / _ / _
 DATE

 ATTEST COUNTY CLERK

GENERAL FUND

EFFECTIVE 03/01/2007



**HIDALGO COUNTY
DISTRICT ATTORNEY'S OFFICE**

7-1100-412-00-080-002-0

DEPARTMENT NO.: 080

**2007
BASE**

**COUNTY
SLOT
NO.**

NAME

JOB TITLE

SALARY

COUNTY SLOT NO.	NAME	JOB TITLE	SALARY
1	RENE GUERRA	CRIMINAL DISTRICT ATTORNEY	\$44,555.00
3	HOMER VASQUEZ	ASSISTANT DISTRICT ATTORNEY	\$90,260.00
5	DAVID REYES	ASSISTANT DISTRICT ATTORNEY	\$89,500.00
2	THEODORE C. HAKE	ASSISTANT DISTRICT ATTORNEY	\$88,100.00
4	VACANT - WAS SOFIA	ASSISTANT DISTRICT ATTORNEY	\$76,140.00
7	JOSEPH ORENDAIN	ASSISTANT DISTRICT ATTORNEY	\$80,020.00
8	CREGG THOMPSON	ASSISTANT DISTRICT ATTORNEY	\$80,260.00
6	JANE ALONZO	ASSISTANT DISTRICT ATTORNEY	\$77,800.00
11	A. MURRAY MOORE	ASSISTANT DISTRICT ATTORNEY	\$74,940.00
12	CHERYL HOLE	ASSISTANT DISTRICT ATTORNEY	\$71,180.00
13	JUAN VILLESAS	ASSISTANT DISTRICT ATTORNEY	\$70,420.00
9	JEFFEREY C. ROSSBOROUGH	ASSISTANT DISTRICT ATTORNEY	\$56,500.00
10	PAUL TARLOW	ASSISTANT DISTRICT ATTORNEY	\$67,520.00
17	JUDITH CANTU	ASSISTANT DISTRICT ATTORNEY	\$65,180.00
14	CATHERINE HOWARD	ASSISTANT DISTRICT ATTORNEY	\$66,500.00
15	JEFF GILBERT	ASSISTANT DISTRICT ATTORNEY	\$63,980.00
20	JOAQUIN ZAMORA	ASSISTANT DISTRICT ATTORNEY	\$58,180.00
16	ANDREW ALMAGUER	ASSISTANT DISTRICT ATTORNEY	\$63,660.00
18	AMY ALANIZ	ASSISTANT DISTRICT ATTORNEY	\$61,140.00
19	JOSEPH T. LEONARD	ASSISTANT DISTRICT ATTORNEY	\$52,100.00
24	MONICA BARRON AUGER	ASSISTANT DISTRICT ATTORNEY	\$51,095.00

21	MARISA GOMEZ	ASSISTANT DISTRICT ATTORNEY	\$56,900.00
26	VACANT - WAS JUAN GARCIA	ASSISTANT DISTRICT ATTORNEY	\$53,100.00
27	BELINDA VERONICA SALINAS	ASSISTANT DISTRICT ATTORNEY	\$54,400.00
28	ANDRES A. LOPEZ	ASSISTANT DISTRICT ATTORNEY	\$45,600.00
25	GLENN DEVINO	ASSISTANT DISTRICT ATTORNEY	\$61,160.00
78	GRACIELA REYNA	ASSISTANT DISTRICT ATTORNEY	\$59,950.00
29	CRISELDA I. RINCON	ASSISTANT DISTRICT ATTORNEY	\$45,600.00
31	LINDA M. CAVAZOS	ASSISTANT DISTRICT ATTORNEY	\$47,100.00
32	KIMBERLY ANN BULGER-LEO	ASSISTANT DISTRICT ATTORNEY	\$56,500.00
35	ROXANNA SALINAS	ASSISTANT DISTRICT ATTORNEY	\$58,140.00
36	HOPE D. PALACIOS	ASSISTANT DISTRICT ATTORNEY	\$58,140.00
39	ERIC KURT SCHREIBER	ASSISTANT DISTRICT ATTORNEY	\$53,140.00
40	BETH LINDER BERGH	ASSISTANT DISTRICT ATTORNEY	\$49,100.00
41	MARISELA LEDEZMA	ASSISTANT DISTRICT ATTORNEY	\$49,600.00
30	MAGDALENA G. HINOJOSA	ASSISTANT DISTRICT ATTORNEY	\$48,100.00
33	ORLANDO J. ESQUIVEL	ASSISTANT DISTRICT ATTORNEY	\$54,600.00
34	CATARINA SILVA ALVARADO	ASSISTANT DISTRICT ATTORNEY	\$48,100.00
37	SCOTT DAVID NOWLIN	ASSISTANT DISTRICT ATTORNEY	\$45,600.00
38	ROLAND MILLER, JR.	ASSISTANT DISTRICT ATTORNEY	\$45,600.00
23	JOEL GARCIA	ASSISTANT DISTRICT ATTORNEY	\$45,600.00
22	MICHELLE PUIG	ASSISTANT DISTRICT ATTORNEY	\$52,100.00
79	AMY OLIVAS	ASSISTANT DISTRICT ATTORNEY	\$51,100.00
80	MARIAN SUE HEINA	ASSISTANT DISTRICT ATTORNEY	\$45,600.00
83	ABIEL FLORES	ASSISTANT DISTRICT ATTORNEY	\$47,100.00
85	MICHAEL R. DE LEON	ASSISTANT DISTRICT ATTORNEY	\$44,100.00
86	VACANT - NEW 2007 SLOT-	ASSISTANT DISTRICT ATTORNEY	\$46,100.00

AI-2469
FM 676
CC REGULAR

14.A.

Date: 02/13/2007
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Agenda Item

CAPTION

Authorizations for surveys, title reports, appraisals and acquisition of additional right of way on FM 676.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Account information pending approval of agreement with the Texas Department of Transportation.

Attachments

Link: [FM 676](#)
Link: [2007 Pct 3 Exp Rpt-Obj 711 & 712](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 02:54 PM	APRV
2	Dale Kennan	Dale Kennan	02/09/2007 03:19 PM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:37 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

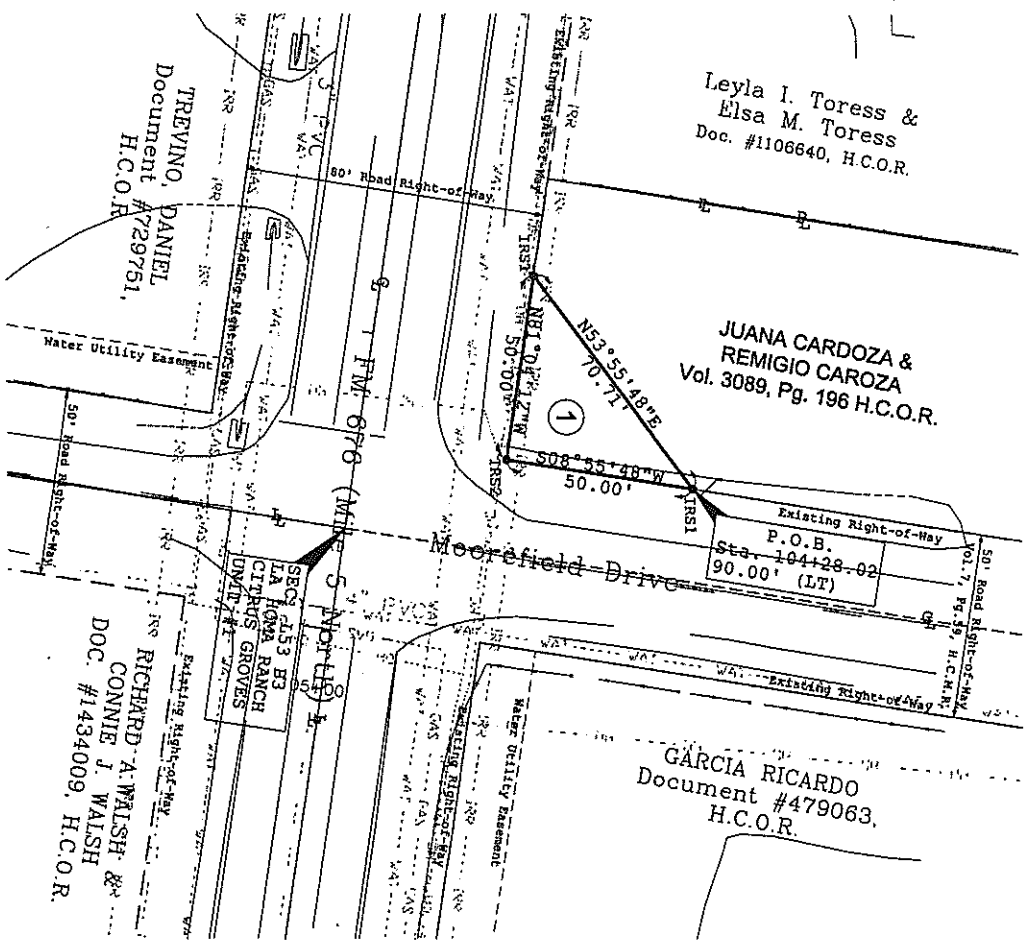
Form Started By: Sandra Garcia

Started On: 02/09/2007 02:41 PM

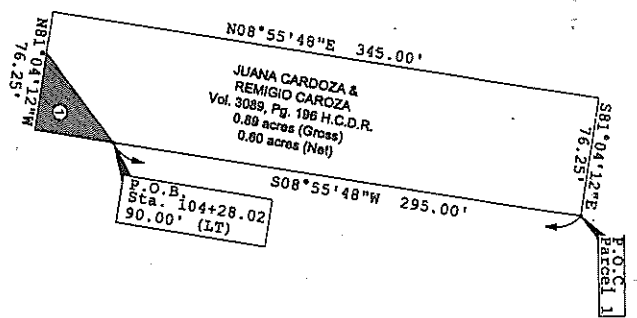
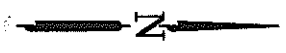
Final Approval Date:

- NOTE:
1. ALL BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (1993 adjustment), TEXAS SOUTH ZONE. 4205 COORDINATES AND DISTANCES ARE U.S. SURVEY FEET.
 2. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99996000160
 3. ALL BEARINGS AND DISTANCES IN PARENTHESES () ARE RECORDED.

EXIST. ROW LINE	POINT OF BEGINNING	P.O.B.
LOT LINE	POINT OF BEGINNING	P.O.B.
PROPERTY LINE	5/8 REBAR SET W/	IR51
FENCE LINE	ALUMINUM DISK	IR52
COMMON OWNERSHIP LINE	1/2 REBAR SET	IR51
EXISTING LINE	IRON PIPE FOUND	IR52
PARCEL NUMBER	IRON ROD FOUND	IR51
EXISTING CENTERLINE	IRON ROD FOUND	IR52
PROPOSED CENTERLINE		IR51
CENTERLINE		IR52
RIGHT-OF-WAY		IR51
		IR52



LEGEND



ARANDA AND ASSOCIATES, INC.
 LAND SURVEYING AND MAPPING COMPANY
 1412 SOUTH LOOP WEST, SUITE 200, HOUSTON, TEXAS 77057
 TEL: 713/865-1111 FAX: 713/865-1112
 WWW.ARANDASURVEYING.COM

TEXAS DEPARTMENT OF TRANSPORTATION

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 1	HIDALGO
ROW CSJ	PROJECT NAME	DATE OF SURVEY
	FM 676	
REVISION DATE		

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

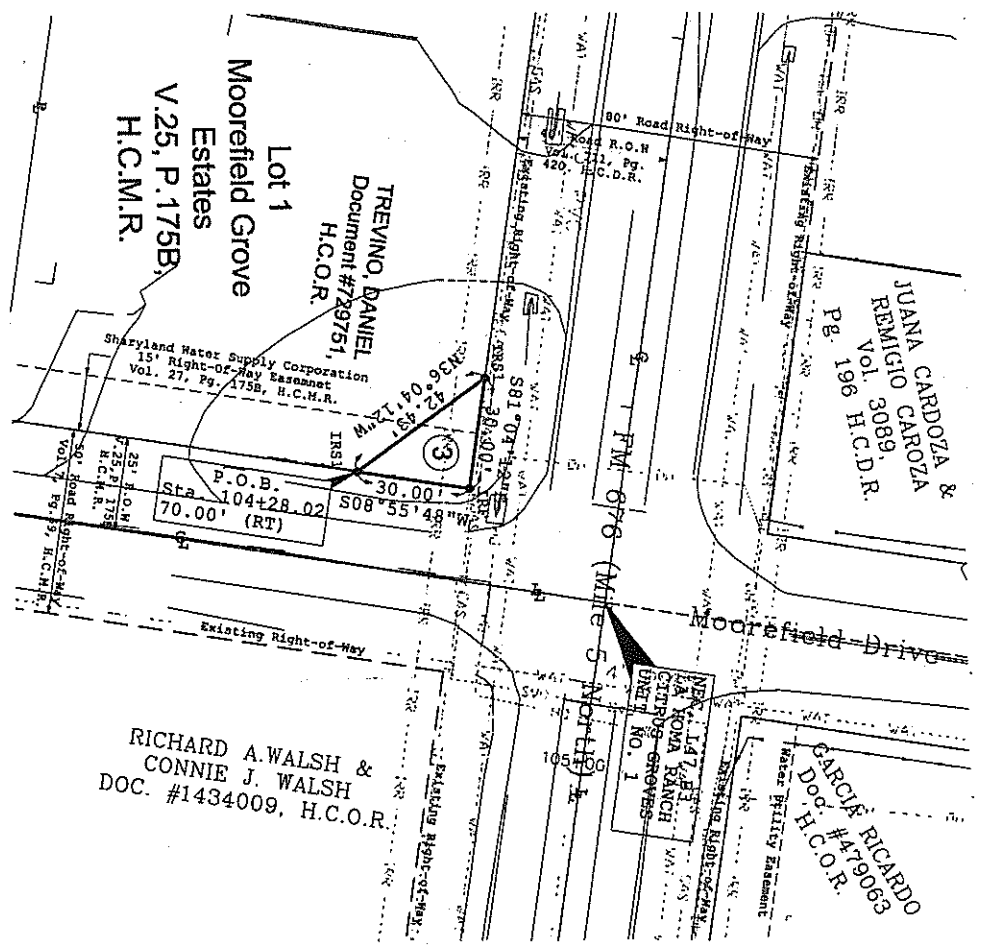
JAMES ARANDA, R.P.L.S. DATE: _____

ROW ACQUISITION 1,250 SF/0.03 AC SHEET NO. 3 of 3

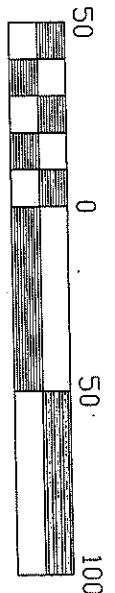
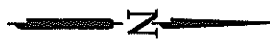
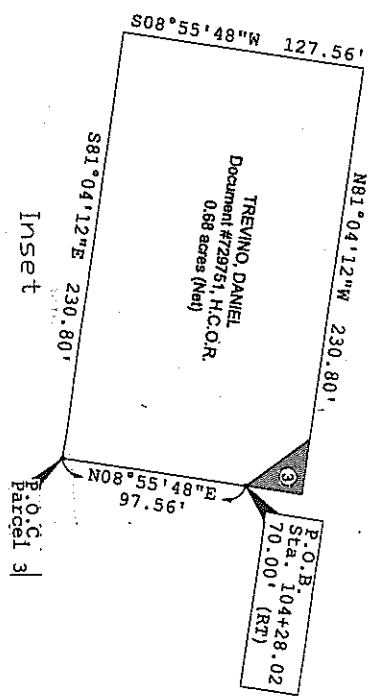
- NOTE:
1. ALL BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (1983 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE U.S. SURVEY FEET.
 2. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600160.
 3. ALL BEARINGS AND DISTANCES IN PARENTHESIS "()" ARE RECORDED.

- LEGEND
- EXIST. ROW LINE
 - LOT LINE
 - PROPERTY LINE
 - FENCE LINE
 - COMMON OWNERSHIP LINE
 - EASEMENT LINE
 - PARCEL NUMBER
 - EXISTING CENTERLINE
 - PROPOSED CENTERLINE
 - CENTERLINE
 - RIGHT OF WAY
- POINT OF BEGINNING
 - POINT OF COMMENCING
 - 5/8 REBAR SET W/ ALUMINUM DISK
 - 1/2 REBAR SET
 - IRON PIPE FOUND
 - IRON ROD FOUND

- P.O.B.
- P.O.C.
- IR51
- IR52
- IPF
- IRF



RICHARD A. WALSH &
CONNIE J. WALSH
DOC. #1434009, H.C.O.R.



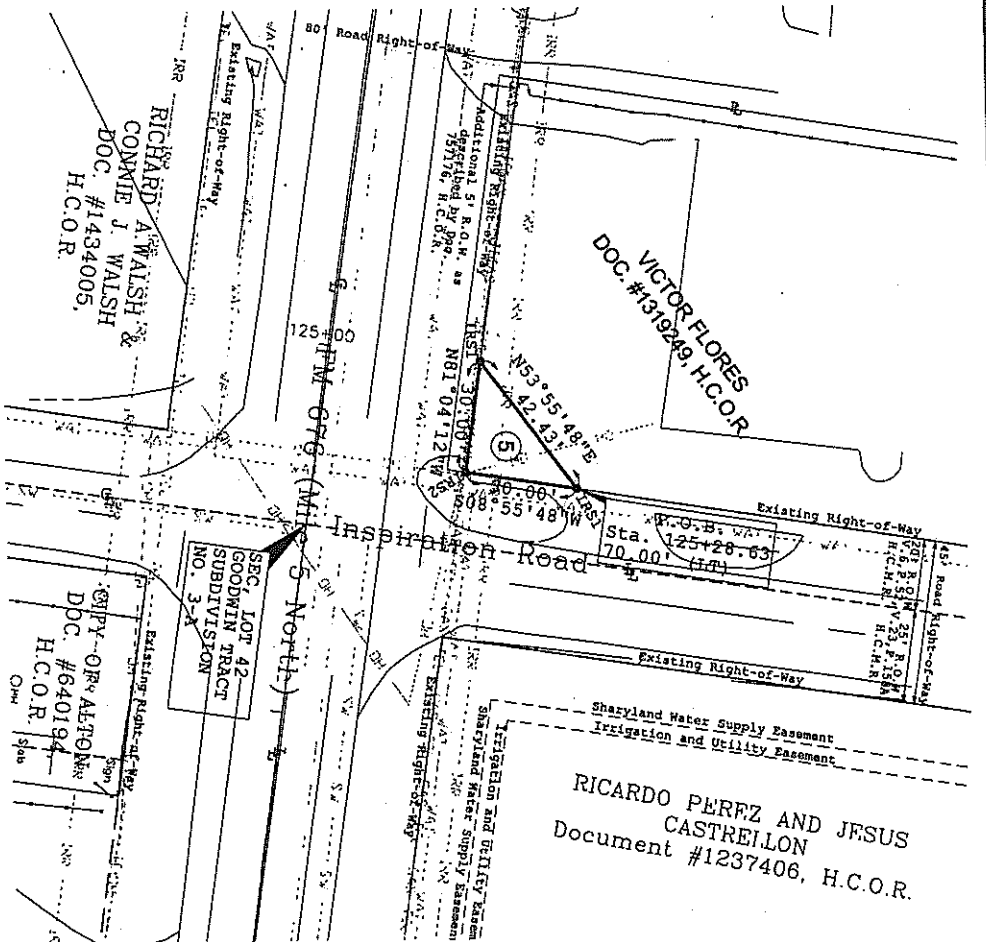
ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1401 WEST 28TH STREET, SUITE 300, FORT WORTH, TEXAS 76107
TEL: 817-342-1111 FAX: 817-342-1112

TEXAS DEPARTMENT OF TRANSPORTATION

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 3	HIDALGO
ROW CSJ	PROJECT NAME	DATE OF SURVEY
FM 676		
REVISION DATE		

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT
JAMES ARANDA R.P.L.S. DATE:

ROW ACQUISITION 450 SF / 0.01 AC SHEET NO.

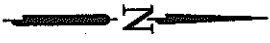
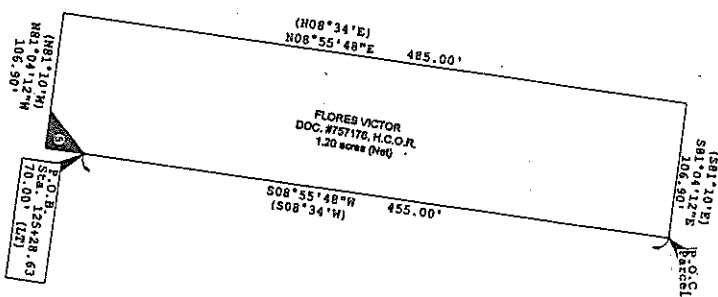
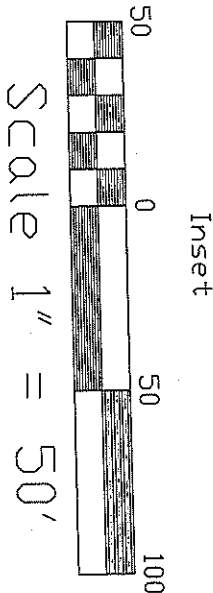


- NOTE:
1. ALL BEARINGS DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, MAD 83 (1983 adjustment) TEXAS SOUTH ZONE 4203, COORDINATES AND DISTANCES ARE U.S. SURVEY FEET.
 2. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99996000160
 3. ALL BEARINGS AND DISTANCES IN PARENTHESES () ARE RECORDED.

LEGEND:

EXIST. ROW LINE	POINT OF BEGINNING	P.O.B.
LOT LINE	POINT OF COMMENCING	P.O.C.
PROPERTY LINE	5/8 REBAR SET W/	IR51
FENCE LINE	ALUMINUM DISK	IR52
COMMON OWNERSHIP LINE	1/2 REBAR SET	IPF
EASEMENT LINE	IRON PIPE FOUND	IRF
PARCEL NUMBER	PROPOSED CENTERLINE	C.L.
EXISTING CENTERLINE	CENTERLINE	R.O.W.
RIGHT OF WAY		

RICARDO PEREZ AND JESUS CASTREILLO
Document #1237406, H.C.O.R.



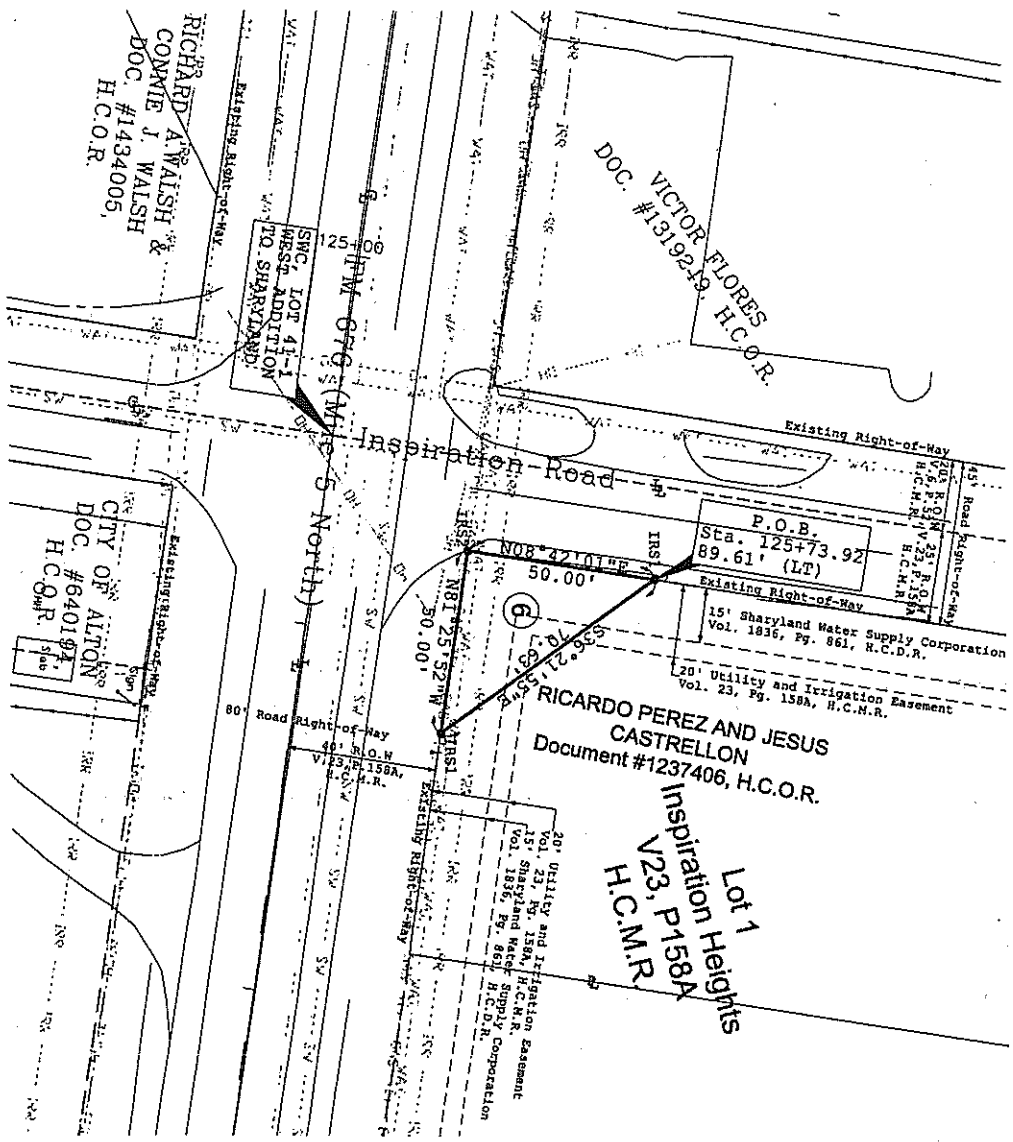
A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA, R.P.T.S. DATE:

ARANDA AND ASSOCIATES, INC. LAND SURVEYING AND MAPPING COMPANY 1830 DOE AVENUE, THE COLONY, TEXAS 77387		TEXAS DEPARTMENT OF TRANSPORTATION
DISTRICT	PLAT OF SURVEY	
PHARR	PARCEL 5	HIDALGO
ROW CSJ	PROJECT NAME	DATE OF SURVEY
	FM 676	REVISION DATE
ROW ACQUISITION	450 SF / 0.01A	SHEET NO.
		3 of 3

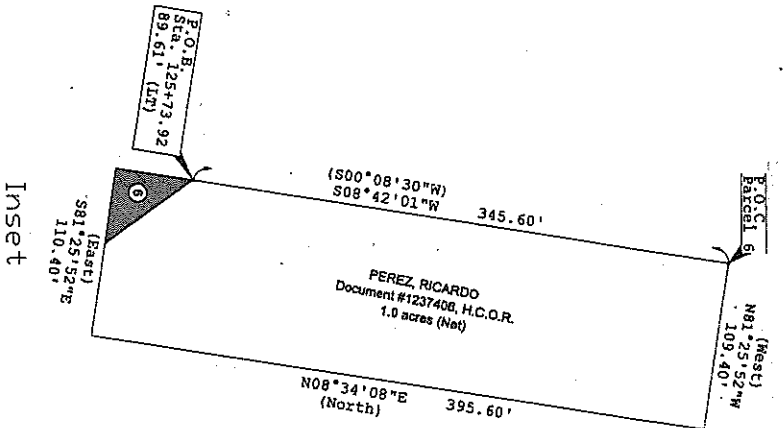
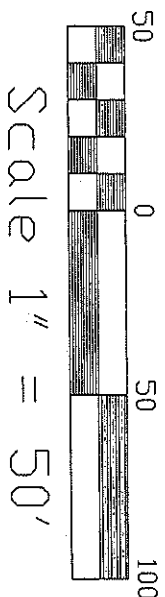
- NOTE:
1. ALL BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, AND 83 (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE U.S. SURVEY FEET.
 2. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99996000160
 3. ALL BEARINGS AND DISTANCES IN PARENTHESES () ARE RECORDED.

- LEGEND:
- | | |
|-----------------------|--------------------|
| EXIST ROW LINE | POINT OF BEGINNING |
| LOT LINE | P.O.B. |
| PROPERTY LINE | P.O.C. |
| FENCE LINE | 5/8 REBAR SET W/ |
| COMMON OWNERSHIP LINE | ALUMINUM DISK |
| EASEMENT LINE | 1/2 REBAR SET |
| EXISTING CENTERLINE | IRON PIPE FOUND |
| PROPOSED CENTERLINE | IRON ROD FOUND |
| CENTERLINE | IRF |
| RIGHT OF WAY | C.L. |
| | R.O.W. |



A LEGAL DESCRIPTION OF EVERY SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA, R.P.L.S. DATE:



ARANDA AND ASSOCIATES, INC.
 LAND SURVEYING AND MAPPING COMPANY
 1820 DOWE, AUSTIN, TEXAS 78763
 TEL: 512-325-1100 FAX: 512-325-1101
 WWW.ARANDASURVEYING.COM

TEXAS DEPARTMENT OF TRANSPORTATION

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 6	HIDALGO
ROW CSJ	PROJECT NAME	DATE OF SURVEY
FM 676		
ROW ACQUISITION	REVISION DATE	SHEET NO.
1,250 SF/0.03 AC		3 of 3

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1203 R&B PRECINCT NO.3						
7-1203-431-00-123-005-0-711 PCT.3 P/U RD-ROW ACQUIRED	.00	27,112.75	.00	.00	-27,112.75	.00
7-1203-431-00-123-005-0-712 PCT.3 P/U RD-SUBDIVISION RIGHT OF WAY	50,000.00	.00	.00	.00	50,000.00	.00
7-1203-431-00-123-039-0-711 PCT.3-FM 681 PROJECT-RIGHT OF WAY	.00	12,968.95	.00	.00	-12,968.95	.00
1203 R&B PRECINCT NO.3	50,000.00	40,081.70	.00	.00	9,918.30	80.16
1315 TXDOT PROJECTS						
7-1315-433-00-123-032-0-711 TXDOT-FM1924 PH 1-OUTFALL CHANNEL-ROW	194,784.12	.00	.00	.00	194,784.12	.00
7-1315-433-00-123-033-0-711 TXDOT-BUS 83 PH 1-OUTFALL CHANNEL-ROW	101,291.86	.00	.00	.00	101,291.86	.00
7-1315-433-00-123-037-0-711 TXDOT-FM1924 PH II-OUTFALL CHANNELS-ROW	673,468.00	.00	.00	.00	673,468.00	.00
1315 TXDOT PROJECTS	969,543.98	.00	.00	.00	969,543.98	.00
7 YEAR	1,019,543.98	40,081.70	.00	.00	979,462.28	3.93

AI-2394

15.A.

**Approval to delete slot and create new slot
CC REGULAR**

Date: 02/13/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Comm. Pct #1
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #1

Agenda Item

CAPTION

1. Discussion, consideration and approval to delete vacant Accounts Payable Clerk position, slot #005-027 and create Assistant Human Resource Coordinator position, slot # 005-061). No budgetary impact.
2. Approval of revised salary schedule.

BACKGROUND

FISCAL YEAR: 2007	Revenue & Expenditures
FUNDS AVAILABLE Y/N?: Y	ACCT. #: 7-1201-431-00-121-005-0-XXX
BUDGETARY IMPACT: No budgetary impact. RC	MATCHING FUNDS Y/N?:

Attachments

Link: [Job Description](#)
Link: [Revised Salary Schedule](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/07/2007 11:28 AM	APRV
2	Sergio Cruz	Sergio Cruz	02/07/2007 01:15 PM	APRV
3	Human Resources	Dairen Cedillo	02/08/2007 03:54 PM	APRV
4	Purchasing Department	Marty Salazar	02/08/2007 04:13 PM	APRV
5	Auditor's Office	Linda Fong	02/09/2007 04:37 PM	APRV
6	Agenda Coordinator	Monica Badillo	02/09/2007 05:12 PM	APRV
Form Started By: Rosie Cantu			Started On: 02/07/2007 09:15 AM	
Final Approval Date: 02/09/2007				

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

Job Title: Assistant Human Resources Coordinator FLSA Status: Non-Exempt

Department: 2121 Civil Service Status: Non-Exempt

JOB SUMMARY:

To provide administrative and technical human resources assistance to human resources coordinator.

ESSENTIAL FUNCTIONS:

1. Performs diversified duties in the processing and monitoring of the employee benefits program, and maintains all employee personnel files. Assists in various personnel tasks, under the direction of the Human Resources Coordinator.
2. Sets up files on all new personnel. Records changes on all employee status as necessary (e.g., change of address, rate increase, terminations, etc.) and verifies payroll changes with computer printout.
3. Performs clerical functions, types letters and memos.
4. Provides human resources department orientation on company policies and programs; signs up new employees for various programs. Introduces new employee to supervisor.

ADDITIONAL RESPONSIBILITIES:

1. May sub for the employment interviewer during vacations or absence or during heavy hiring periods.
2. Performs other similar or related duties as requested or assigned.
3. Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

JOB QUALIFICATIONS:

High School Graduation, or equivalent, with at least two years' business experience of a clerical nature.

PHYSICAL DEMANDS:

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

CERTIFICATES, LICENSES AND REGISTRATIONS:

Must possess a valid Texas Driver's License;

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

**HIDALGO COUNTY
2007 SALARY SCHEDULE**

COMMISSIONERS' COURT REPORT
Account Number: 1201-431-00-121-005-0
Department Name: PCT.1 P/U RD

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	113	MAINTENANCE III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
2	113	MAINTENANCE I	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
3	113	ASST FIELD/OP DIR	\$36,232.00	\$0.00	\$36,232.00	0	\$0.00	\$0.00	\$36,232.00	\$36,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,232.00
4	113	HEAVY EQ OP II	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$26,781.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,781.00
5	113	DATA ENTRY CLERK	\$19,661.00	\$0.00	\$19,661.00	0.0675	\$1,327.00	\$0.00	\$20,988.00	\$20,988.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,988.00
6	113	TRCK DRIVER I	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
7	113	HEAVY EQ OP III	\$25,092.00	\$0.00	\$25,092.00	0.0675	\$1,694.00	\$0.00	\$26,786.00	\$26,786.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,786.00
8	113	HEAVY EQUIPMENT OPERATOR III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
9	113	Maintenance I	\$24,146.00	\$0.00	\$24,146.00	0.0675	\$1,630.00	\$0.00	\$25,776.00	\$25,776.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,776.00
10	113	MAINTENANCE II	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$26,781.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,781.00
11	113	TRUCK DRIVER III	\$21,061.00	\$0.00	\$21,061.00	0.0675	\$1,422.00	\$517.00	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00
12	113	MAINTENANCE II	\$23,009.00	\$0.00	\$23,009.00	0.0675	\$1,553.00	\$0.00	\$24,562.00	\$24,562.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,562.00
13	113	TRUCK DRIVER III	\$23,443.00	\$0.00	\$23,443.00	0.0675	\$1,582.00	\$0.00	\$25,025.00	\$25,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,025.00
14	113	TRCK DRVER III	\$22,114.00	\$0.00	\$22,114.00	0.0675	\$1,493.00	(\$607.00)	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00
15	113	HEAVY EQ OP II	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	113	TRCK DRIVER I	\$22,114.00	\$0.00	\$22,114.00	0.0675	\$1,493.00	\$0.00	\$23,607.00	\$23,607.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,607.00
17	113	HEAVY EQUIPMENT OPERATOR III	\$22,114.00	\$0.00	\$22,114.00	0.0675	\$1,493.00	\$0.00	\$23,607.00	\$23,607.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,607.00
18	113	HEAVY EQ OP I	\$21,061.00	\$0.00	\$21,061.00	0.0675	\$1,422.00	\$0.00	\$22,483.00	\$22,483.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,483.00
19	113	HEAVY EQ OP I	\$20,640.00	\$0.00	\$20,640.00	0.0675	\$1,393.00	\$0.00	\$22,033.00	\$22,033.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,033.00
20	113	ADMINISTRATIVE SECRETARY	\$32,960.00	\$0.00	\$32,960.00	0.045	\$1,483.00	\$0.00	\$34,443.00	\$34,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,443.00
21	113	FIELD OPER DIR	\$50,830.00	\$0.00	\$50,830.00	0.03	\$1,525.00	\$0.00	\$52,355.00	\$52,355.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,355.00
22	113	TRCK DRIVER III	\$23,009.00	\$0.00	\$23,009.00	0.0675	\$1,553.00	\$0.00	\$24,562.00	\$24,562.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,562.00
23	113	MAINTENANCE III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
24	113	HEAVY EQ OP I	\$21,859.00	\$0.00	\$21,859.00	0.0675	\$1,475.00	\$0.00	\$23,334.00	\$23,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,334.00
25	113	HEAVY EQ OP II	\$27,254.00	\$0.00	\$27,254.00	0.0675	\$1,840.00	\$0.00	\$29,094.00	\$29,094.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,094.00
26	113	CLERK/RECEPTIONIST	\$25,235.00	\$0.00	\$25,235.00	0.0675	\$1,703.00	\$0.00	\$26,938.00	\$26,938.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,938.00
		*** DELETE****														
0027	113	A/P CLERK	\$29,868.00	\$0.00	\$29,868.00	0.0675	\$2,016.00	\$0.00	\$31,884.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	113	HEAVY EQUIPMENT OPERATOR III	\$24,348.00	\$0.00	\$24,348.00	0.0675	\$1,643.00	\$0.00	\$25,991.00	\$25,991.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,991.00
29	113	ADMINISTRATIVE ASSISTANT	\$52,960.00	\$0.00	\$52,960.00	0.03	\$1,589.00	\$0.00	\$54,549.00	\$54,549.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,549.00
30	113	EXECUTIVE ASST	\$32,715.00	\$0.00	\$32,715.00	0.045	\$1,472.00	\$0.00	\$34,187.00	\$34,187.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,187.00
31	113	TRF CTRL SPC I	\$28,840.00	\$0.00	\$28,840.00	0.0675	\$1,947.00	\$0.00	\$30,787.00	\$30,787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,787.00
32	113	MAINTENANCE I	\$19,330.00	\$0.00	\$19,330.00	0.0675	\$1,305.00	\$0.00	\$20,635.00	\$20,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,635.00
33	113	HEAVY EQUIPMENT OPERATOR I	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
34	113	TRUCK DRIVER III	\$21,859.00	\$0.00	\$21,859.00	0.0675	\$1,475.00	\$0.00	\$23,334.00	\$23,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,334.00
35	113	TRCK DRIVER III	\$19,658.00	\$0.00	\$19,658.00	0.0675	\$1,327.00	\$2,015.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36	113	MECHANIC II	\$27,948.00	\$0.00	\$27,948.00	0.0675	\$1,886.00	\$0.00	\$29,834.00	\$29,834.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,834.00
37	113	HEAVY EQUIPMENT OPERATOR III	\$19,658.00	\$0.00	\$19,658.00	0.0675	\$1,327.00	\$0.00	\$20,985.00	\$20,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,985.00

**HIDALGO COUNTY
2007 SALARY SCHEDULE**

COMMISSIONERS' COURT REPORT

Account Number: 1201-431-00-121-005-0

Department Name: PCT.1 P/U RD

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
38	113	MAINTENANCE I	\$19,330.00	\$0.00	\$19,330.00	0.0675	\$1,305.00	\$0.00	\$20,635.00	\$20,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,635.00
39	113	MAINTENANCE I	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
40	113	OFFICE MANAGER	\$40,000.00	\$0.00	\$40,000.00	0.045	\$1,800.00	\$0.00	\$41,800.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00
41	113	MECHANIC I	\$26,119.00	\$0.00	\$26,119.00	0.0675	\$1,763.00	\$0.00	\$27,882.00	\$27,882.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,882.00
42	113	MAINTENANCE III	\$26,292.00	\$0.00	\$26,292.00	0.0675	\$1,775.00	\$0.00	\$28,067.00	\$28,067.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,067.00
43	113	CHIEF ADMIN	\$65,000.00	\$0.00	\$65,000.00	0.03	\$1,950.00	\$0.00	\$66,950.00	\$66,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,950.00
44	113	PAVING SUPVSR	\$33,386.00	\$0.00	\$33,386.00	0.045	\$1,502.00	\$0.00	\$34,888.00	\$34,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,888.00
45	113	INVENTORY COOR	\$39,000.00	\$0.00	\$39,000.00	0.045	\$1,755.00	\$0.00	\$40,755.00	\$40,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,755.00
46	113	SAFETY COORDIN	\$33,386.00	\$0.00	\$33,386.00	0.045	\$1,502.00	\$0.00	\$34,888.00	\$34,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,888.00
47	113	MECHANIC I	\$25,235.00	\$0.00	\$25,235.00	0.0675	\$1,703.00	\$0.00	\$26,938.00	\$20,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,890.00
48	113	SPECIAL PROJ COORD	\$34,459.00	\$0.00	\$34,459.00	0.045	\$1,551.00	\$0.00	\$36,010.00	\$36,010.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,010.00
49	113	COORDINATOR	\$39,000.00	\$0.00	\$39,000.00	0.045	\$1,755.00	\$0.00	\$40,755.00	\$40,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,755.00
50	113	SAFETY DIRECTOR	\$37,428.00	\$0.00	\$37,428.00	0.045	\$1,684.00	\$0.00	\$39,112.00	\$37,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,428.00
51	113	R.O.W. DIRECTOR	\$44,558.00	\$0.00	\$44,558.00	0.03	\$1,337.00	\$0.00	\$45,895.00	\$45,895.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,895.00
52	113	HR COORD	\$50,128.00	\$0.00	\$50,128.00	0.03	\$1,504.00	\$0.00	\$51,632.00	\$51,632.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,632.00
53	113	Maintenance III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
54	113	MAINTENANCE II	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
55	113	Maintenance III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
56	113	MAINTENANCE I	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
57	113	MAINTENANCE I	\$18,122.00	\$2,708.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
58	113	GRANTS SPECIALIST	\$29,113.00	\$0.00	\$29,113.00	0.0675	\$1,965.00	\$0.00	\$31,078.00	\$26,688.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,688.00
59	113	ACCOUNTANT	\$38,110.00	\$0.00	\$38,110.00	0.045	\$1,715.00	\$0.00	\$39,825.00	\$39,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,825.00
T060	121	ADM SEC	\$0.00	\$31,215.00	\$31,215.00	0	\$0.00	\$0.00	\$31,215.00	\$31,215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,215.00
			\$1,704,502.00	\$33,923.00	\$1,738,425.00		\$94,795.00	\$1,925.00	\$1,835,145.00	\$1,706,270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,706,270.00

NEW

0061	113	ASST HR COORDINATOR	\$0.00	\$31,884.00	\$31,884.00	0	\$0.00	\$0.00	\$31,884.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
------	-----	---------------------	--------	-------------	-------------	---	--------	--------	-------------	--------	--------	--------	--------	--------	--------	--------

AI-2401

15.B.

**Approval to authorize County Auditor to process payments
CC REGULAR**

Date: 02/13/2007
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Joseph Palacios
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Agenda Item

CAPTION

Discussion and action to authorize the County Auditor to process payments for ROW Acquisitions as certified by Tx Dot and Pct. 1 Contract #C-06-145-03-06 for FM 88 (from 0.2 Mi. N. of FM 1925 to 0.05 Mi. N. of Mile 12 N.)(approximately 60 parcels not to exceed \$450,000.00)

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/07/2007 01:07 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/09/2007 01:37 PM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:29 PM	APRV
4	Auditor's Office	Linda Fong	02/09/2007 04:38 PM	APRV
5	Joy Hsu			NEW
6	Agenda Coordinator			

Form Started By: Noe Montez

Started On: 02/07/2007 10:57 AM

Final Approval Date:

AI-2405

15.C.

**FM 493 - Contractual Agreement for ROW Procurement
CC REGULAR**

Date: 02/13/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Submitted For: Noe Montez, Pct. 1
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #1

Agenda Item

CAPTION

Discussion, consideration and approval of a Contractual Agreement for Right of Way Procurement between the State of Texas and Hidalgo County, Texas for the acquisition of right-of-way for FM 493 from mile 10 North Road to US 83, with authority for County Judge to sign the same.

BACKGROUND

Required local participation match is \$5,252.04 (7.2% of total estimated right of way cost of \$72,945.00.)

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1315-431-00-121-043-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$5,252.04 pending transfer on 02/13/2007 (AI-#-2425)

Attachments

Link: [FM 493 ROW Contract](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	02/08/2007 09:13 AM	APRV
2	Budget & Management	Dina Trevino	02/08/2007 04:26 PM	APRV
3	Sergio Cruz	Sergio Cruz	02/08/2007 05:14 PM	APRV
4	Purchasing Department	Marty Salazar	02/09/2007 04:31 PM	APRV
5	Auditor's Office	Linda Fong	02/09/2007 04:46 PM	APRV
6	Joy Hsu			NEW
7	Agenda Coordinator			

Form Started By: Sergio Cruz **Started On:** 02/07/2007 01:16 PM
Final Approval Date:



CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo
District: Pharr

Federal Project No:
Highway: FM 493

ROW CSJ No: 0863-01-049
Const. CSJ 0863-01-044

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____, 2007, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. FM 493 from Mile 10 North Road to US 83, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated December 7, 2006, from Mario R. Jorge, P. E., Pharr District Engineer to Ramon Garcia, County Judge, by virtue of Minute Order No. 110395, approving a Twenty Eight percent (28%) adjustment to the required Ten percent (10%) **Local Government** cost participation for this Ninety percent (90%) **State** and Ten percent (10%) **Local Government** project, thereby resulting in a **Local Government** net contribution amount of Seven and Two Tenths percent (7.2%) participation and **State** participation of Ninety Two and Eight Tenths percent (92.8%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **Local Government** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances

of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will immediately prior to closing the transaction secure a title investigation to determine if there has been any change in title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. *The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the **State**.* Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title investigation will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State**.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, including recording fees, will be eligible for One Hundred percent (100%), **State** reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for One Hundred percent (100%), **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local**

Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government**.

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State**.

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State**. The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government**.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to Ninety Two and Eight Tenths percent (92.8%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to Ninety Two and Eight Tenths percent (92.8%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the **State**. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government**.

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed Ninety Two and Eight Tenths percent (92.8%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of Ninety Two and Eight Tenths percent (92.8%) of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of Ninety Two and Eight Tenths percent (92.8%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Except as otherwise agreed to in writing by the **State**, all other administrative expenses not mentioned within this agreement are the responsibility of the **Local Government** and are not reimbursable. (See Exhibit "A")

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

Mario Jorge, P.E. District Engineer, Pharr District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

John P. Campbell, P.E.
Director, Right of Way Division

Date: _____

EXHIBIT "A"
ROW-RM-37

WORKTASK	<u>LPA</u> RESPONSIBILITY FOR PERFORMANCE	REIMBURSABLE BY TxDOT	TxDOT RESPONSIBILITY FOR PERFORMANCE
Preparation of ROW Map			X
Title Investigation			X
Title Policy	X	Yes	
Appraisal Report	X	No	
Appraisal Review	X	No	
ROW A-10 Tabulation Form	X	No	
Supplemental Appraisal Report			X
Negotiations	X	No	
Excess Takings	X	No	
Compensable Utility Relocation	X	Yes	
TxDOT Approved Administrative Settlement	X	Yes	
LPA Administrative Settlement W/O TxDOT Approval	X	No	
Court, Special Commissioners Costs & Appraisal Expenses	X	Yes	
Cleanup of Contaminated Parcels	X	Yes	
Fencing	X	Yes	
All Recording Fees	X	Yes	
All Other Administrative Fees	X	No	
Relocation Assistance And Payments			X

**Interlocal Agreement-The Compost Utilization Education Project
CC REGULAR**

Date: 02/13/2007
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Agenda Item

CAPTION

Discussion and possible action for approval of Interlocal Cooperation Agreement between the City of Weslaco, Texas and Hidalgo County, Texas for the participation of "The Compost Utilization Education Project".

BACKGROUND

Attached is the inter-local agreement signed and approved by the City of Weslaco.

Revenue & Expenditures

Attachments

Link: [H-Drive](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/05/2007 05:21 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/07/2007 09:55 AM	APRV
3	Purchasing Department	Marty Salazar	02/08/2007 01:32 PM	APRV
4	Auditor's Office	Linda Fong	02/08/2007 09:17 AM	NEW
5	Sergio Cruz			
6	Agenda Coordinator			

Form Started By: Yolanda Cisneros

Started On: 02/05/2007 11:17 AM

Final Approval Date:

City of Weslaco

"The City on the Grow"



JOE V. SÁNCHEZ, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
HECTOR "BUDDY" DE LA ROSA, Commissioner
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner

ANTHONY COVACEVICH, City Manager

INTERNAL MEMO

DATE: January 29, 2007

TO: Hidalgo, County

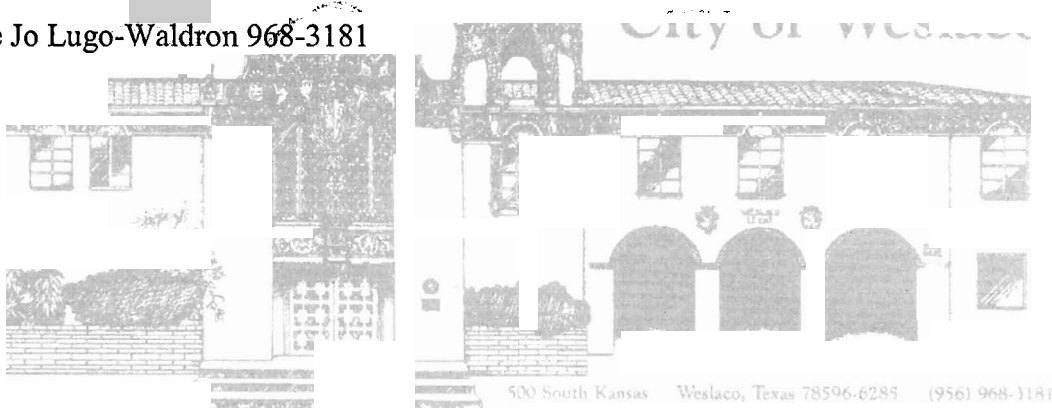
FROM: Christie Jo Lugo-Waldron, Special Projects Coordinator *CJLW*

SUBJECT: Inter-local

Attached you will find an inter-local agreement for the Compost Utilization Education Project. Please have the appropriate parties review, sign and return original copies.

Should you have any questions, please call.

Christie Jo Lugo-Waldron 968-3181



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WESLACO, TEXAS AND HIDALGO COUNTY, TEXAS FOR THE PARTICIPATION OF “THE COMPOST UTILIZATION EDUCATION PROJECT”

This Agreement is made on this the 24th day of January, 2007, by and among the CITY OF WESLACO, TEXAS, hereinafter referred to as “City” and HIDALGO COUNTY, TEXAS, hereinafter referred to as “HIDALGO COUNTY”, pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City and HIDALGO COUNTY are municipalities in the County of Hidalgo; and

WHEREAS, the City and HIDALGO COUNTY are desirous of entering into an agreement to provide compost at no charge to the HIDALGO COUNTY for the participation in project; and

WHEREAS, the City will absorb financial responsibilities as per the contract with TCEQ; and

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

The City of Weslaco will

- 1) Identify and secure partner demonstration site locations.
- 2) Prepare agreements between demonstration site participants.
- 3) Review site selections and coordinate with local contacts for application dates and coordinate installation at demonstration sites.
- 4) Prepare bid specifications and contracts for services for compost, compost applicator, irrigation review and upgrade installations.
- 5) Prepare press releases in collaboration with TCEQ-Austin on project and its progress and help provide project recognition on demonstration results-to-date.
- 6) Distribute press releases to local media and organize and coordinate demonstration participant workshops to train staff.
- 7) Organize and coordinate workshops to train general public and professional landscapers and monitor demonstration sites for progress and participation.
- 8) Compile site maintenance activity records for the previous year, quantify changes and compare activity records to previous years activities.
- 9) Take photographs with date stamp collect data and maintain activity logs.

HIDALGO COUNTY will

1. Identify a high visibility area for sign placement. Provide assistance with installation.
2. Provide or take soil samples and submit them for testing.
3. Assist with irrigation upgrade installations.
4. Provide demonstration site background data including documentation photographs, if any.
5. Provide demonstration sites and monthly water use history, preferably for previous 2 (two) years.
6. Prepare demonstration sites for compost application in a coordinated timely manner, between November through February.
7. Coordinate the application with the project coordinator.
8. Assist with the compost application.
9. Train staff with compost use. Host a staff training opportunity related to project, to be coordinated with the Project Coordinator.
10. Maintain activity logs and monitor and document fertilizer, pesticide, irrigation and mowing practices for the preparation of periodic reports. Submit information to the Project Coordinator.

Additional Potential Activity

Assist with public outreach, such as hosting workshop(s) to provide educational opportunity for the community.

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

CITY OF WESLACO, TEXAS



JOE V. SANCHEZ, MAYOR

ATTEST:



AMANDA C. ELIZONDO, CITY SECRETARY

APPROVED AS TO FORM:



RAMON VELA, CITY ATTORNEY

HIDALGO COUNTY, TEXAS

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: County Of Hidalgo
100 E. Cano, 4th Floor
Edinburg, Texas 78539

PROJECT: Hidalgo County Offices
2802 S. Cloister Blvd.
Edinburg, Texas 78539

FROM: Joe Williamson Construction Company
PO Box 4332
McAllen, Texas 78502

VIA ARCHITECT: R.O.F.A Architects, Inc.
1007 Walnut Avenue
McAllen, Texas 78501

APPLICATION NO: 007
PERIOD TO: January 29, 2007
CONTRACT FOR: General Construction
CONTRACT DATE: June 14, 2006
PROJECT NOS: 25004 / 2207 / #C-06-092-07-25

Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

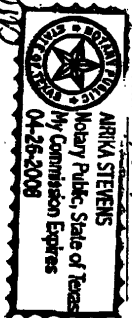
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 3,250,000.00
- 2. Net change by Change Orders \$ -446,408.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,803,592.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,165,881.00
- 5. RETAINAGE:
 - a. 5% of Completed Work (Column D + E on G703) \$ 107,908.80
 - b. 5% of Stored Material (Column F on G703) \$ 385.25
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 108,294.05
- 6. TOTAL EARNED LESS RETAINAGE \$ 2,057,586.95 (Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,622,456.55 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 435,130.40
- 9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6) \$ 746,005.05

CHANGE ORDER SUMMARY		
CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	ADDITIONS	DEDUCTIONS
Total approved this Month	\$ 0.00	\$ 446,408.00
TOTALS	\$ 0.00	\$ 446,408.00
NET CHANGES by Change Order	\$	\$ -446,408.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Joe Williamson
By: *Joe Williamson* Date: 1/29/07
County of: Hidalgo
Subscribed and sworn to before me this 29th day of January 2007
Notary Public: Arika Stevens
My Commission expires: April 26, 2008



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 435,130.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application with the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *Sam J. Fugerson* Date: 2.7.07
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702™ - 1992. Copyright © 1983, 1984, 1985, 1978 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:23:17 on 02/07/2007 under Order No. 1000225222. J which expires on 5/3/2007. A and is not for resale. (1309400089)



AIA[®] Document G703[™] - 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 007
 APPLICATION DATE: 01/29/2007
 PERIOD TO: 01/29/2007
 ARCHITECT'S PROJECT NO: 25004

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+B+E)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
100	GENERAL CONDITIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
101	Permit	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %	0.00	0.00
102	Bond	38,000.00	38,000.00	0.00	0.00	0.00	38,000.00	100.00 %	0.00	0.00
109	Water	500.00	0.00	0.00	0.00	0.00	0.00	0.00 %	500.00	0.00
110	Electricity	4,000.00	1,250.00	1,000.00	0.00	0.00	2,250.00	56.25 %	1,750.00	0.00
111	Telephone	1,500.00	668.00	0.00	0.00	0.00	668.00	44.53 %	832.00	0.00
116	Superintendent	37,131.00	18,500.00	3,000.00	0.00	0.00	21,500.00	57.90 %	15,631.00	0.00
119	Tool Rental	210.00	80.00	0.00	0.00	0.00	80.00	38.10 %	130.00	0.00
124	Toilet	2,100.00	1,165.00	233.00	0.00	0.00	1,398.00	66.57 %	702.00	0.00
126	Equipment Rental	530.00	200.00	0.00	0.00	0.00	200.00	37.74 %	330.00	0.00
128	Builders Risk Insurance	3,800.00	2,110.00	422.00	0.00	0.00	2,532.00	66.63 %	1,268.00	0.00
129	Truck/Oil/Gas/Tires	3,800.00	2,110.00	422.00	0.00	0.00	2,532.00	66.63 %	1,268.00	0.00
130	General Labor	22,000.00	4,031.00	8,124.00	0.00	0.00	12,155.00	55.25 %	9,845.00	0.00
131	General Clean-Up	5,300.00	0.00	2,000.00	0.00	0.00	2,000.00	37.74 %	3,300.00	0.00
137	Contingency	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
140	Workmans Compensation Insurance	16,600.00	4,125.00	825.00	0.00	0.00	4,950.00	29.82 %	11,650.00	0.00
142	Small Tools	210.00	135.00	0.00	0.00	0.00	135.00	64.29 %	75.00	0.00
145	Trash Containers	6,300.00	2,000.00	2,000.00	0.00	0.00	4,000.00	63.49 %	2,300.00	0.00
146	General Liability	34,000.00	18,885.00	3,777.00	0.00	0.00	22,662.00	66.65 %	11,338.00	0.00
149	Safety Education	210.00	115.00	23.00	0.00	0.00	138.00	65.71 %	72.00	0.00
150	AGC Fees	2,650.00	2,650.00	0.00	0.00	0.00	2,650.00	100.00 %	0.00	0.00

AIA Document G703[™] - 1992. Copyright © 1993, 1995, 1996, 1997, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is prepared by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:57:28 on 02/07/2007 under Order No. 1000256223, which expires on 03/20/07, and is for resale.
 User Notes: (4173854874)

151	Demolition	42,000.00	24,330.00	0.00	0.00	0.00	24,330.00	57.93 %	17,670.00	0.00
200	SITEWORK DIV. #2	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
212	Striping & Curbs	5,550.00	0.00	0.00	0.00	0.00	5,550.00	0.00 %	5,550.00	0.00
214	Cedar Fence	1,820.00	0.00	0.00	0.00	0.00	1,820.00	0.00 %	1,820.00	0.00
216	Paint	62,434.00	0.00	0.00	0.00	0.00	62,434.00	0.00 %	62,434.00	0.00
217	Chainlink Fence	710.00	0.00	0.00	0.00	0.00	710.00	0.00 %	710.00	0.00
218	Galvanized Fence	10,441.00	0.00	0.00	0.00	0.00	10,441.00	0.00 %	10,441.00	0.00
223	Landscaping Allowance	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00 %	20,000.00	0.00
300	CONCRETE DIV. #3	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
306	Concrete	55,546.00	22,384.00	10,000.00	0.00	0.00	32,384.00	58.30 %	23,162.00	0.00
400	MASONRY DIV. #4	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
401	Concrete Block	91,160.00	47,274.00	19,002.00	0.00	0.00	66,276.00	72.70 %	24,884.00	0.00
500	METALS DIV. #5	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
501	Structural Steel	17,835.00	0.00	0.00	0.00	0.00	17,835.00	0.00 %	17,835.00	0.00
502	Canopy	94,830.00	0.00	0.00	0.00	0.00	94,830.00	0.00 %	94,830.00	0.00
600	CARPENTRY DIV. #6	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
601	Door Frames	8,480.00	6,562.00	0.00	0.00	0.00	77.38 %	1,918.00	0.00	0.00
603	Millwork	142,421.00	106,575.00	14,961.00	0.00	0.00	121,536.00	85.34 %	20,885.00	0.00
606	Lumber/Trails	5,300.00	0.00	4,000.00	0.00	0.00	4,000.00	75.47 %	1,300.00	0.00
700	MOISTURE PROTECTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
701	Built Up Roof	193,556.00	153,556.00	0.00	0.00	0.00	153,556.00	79.33 %	40,000.00	0.00
708	Caulk & Sealant	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00 %	3,000.00	0.00
800	GLASS/DOORS/ WINDOWS	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
801	Metal Doors & Frames	68,423.00	50,538.00	7,155.00	0.00	0.00	57,693.00	84.32 %	10,730.00	0.00
802	Wood Doors & Frames	43,990.00	8,571.00	0.00	0.00	0.00	8,571.00	19.48 %	35,419.00	0.00
811	Aluminum/Glass Doors	112,556.00	22,138.00	4,791.00	0.00	0.00	26,929.00	23.92 %	85,627.00	0.00
900	FINISHES DIV. #9	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
901	Lath & Plaster	3,180.00	0.00	0.00	0.00	0.00	3,180.00	0.00 %	3,180.00	0.00
902	Gypsum Drywall	288,320.00	185,820.00	0.00	0.00	0.00	185,820.00	64.45 %	102,500.00	0.00
908	Paint	141,510.00	26,000.00	45,276.00	0.00	0.00	71,276.00	50.37 %	70,234.00	0.00
910	Floor Stone Allowance	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00 %	6,000.00	0.00
911	VCT Floors	71,550.00	0.00	0.00	0.00	0.00	71,550.00	0.00 %	71,550.00	0.00
917	Ceramic Tiles	32,080.00	0.00	0.00	0.00	0.00	32,080.00	0.00 %	32,080.00	0.00

AIA Document G703-1992 Copyright © 1993, 1995, 1996, 1997, 1998, 1999 and 2002 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:57:28 on 02/07/2007 under Order No. 1000209223_1 which expires on 5/31/2007, and is not for resale. (4173554574)

1000	SPECIALTIES DIV. #10	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	
1001	Fire Extinguishers	1,060.00	0.00	1,060.00	0.00	1,060.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1004	Bath Accessories	8,167.00	0.00	8,167.00	0.00	8,167.00	0.00	94.34	0.00	462.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1005	Toilet Partitions	5,326.00	0.00	5,326.00	0.00	5,326.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1015	Letters	17,865.00	0.00	17,865.00	0.00	17,865.00	0.00	0.00	0.00	17,865.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1500	MECHANICAL DIV. #15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1501	Plumbing	153,700.00	146,383.00	7,317.00	0.00	146,383.00	95.24	0.00	0.00	7,317.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1502	Plumbing Allowance	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1506	HVAC	434,600.00	354,263.00	23,737.00	0.00	378,000.00	86.98	0.00	0.00	56,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1507	HVAC Allowance	15,000.00	0.00	15,000.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1508	Fire Sprinkler	41,149.00	0.00	41,149.00	0.00	41,149.00	0.00	90.08	0.00	4,081.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1509	Allowance to Repair	20,000.00	0.00	20,000.00	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1600	ELECTRICAL DIV. #16	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	
1601	Electrical Services	788,600.00	448,045.00	182,511.00	0.00	630,556.00	79.96	0.00	0.00	158,044.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1603	Allowance	7,000.00	0.00	7,000.00	0.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1604	Site Allowance	8,000.00	0.00	8,000.00	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1700	CHANGE ORDERS	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	
1701	Change Order #1-Cost Reduction	-446,408.00	0.00	-446,408.00	0.00	-446,408.00	0.00	0.00	0.00	-446,408.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	GRAND TOTAL	\$ 2,803,592.00	\$ 1,701,463.00	\$ 456,713.00	\$ 7,705.00	\$ 2,165,881.00	77.25	%	\$ 637,711.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

AIA Document G700-1992, Copyright © 1983, 1986, 1987, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:57:28 on 02/07/2007 under Order No. 1000208223, 1 which expires on 5/31/2007, and is not for resale. User Notes: (4173854874)

**STANDING ITEM-New Adult Probation- Descon Construction Payment No. 13
CC REGULAR**

Date: 02/13/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Approval of Request for Application No. 13 in the amount of \$75,859.28 from Descon Construction, L.P. awarded contractor for the, "Construction of Hidalgo County Adult Probation Department," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architect, Inc.; C-05-026-11-08

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1301-423-20-320-017-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

P.O. 558845 Avail. Bal. \$129,046.87

Attachments

Link: [Application 13](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 11:27 AM	APRV
2	Budget & Management	Damaris San Miguel	02/08/2007 11:38 AM	APRV
3	Sergio Cruz	Sergio Cruz	02/08/2007 05:38 PM	APRV
4	Auditor's Office	Linda Fong	02/09/2007 05:13 PM	APRV
5	Agenda Coordinator			NEW

Form Started By: Rocio Villarreal

Started On: 02/08/2007 11:10 AM

Final Approval Date:

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): County of Hidalgo
 P. O. Box 1346
 Edinburg, Texas 78539
 FROM: Descon Construction, L.P.
 P. O. Box 3547
 McAllen, TX 78502-3547

PROJECT: HC-05-025-10-28
 New Adult Probation Building
 Edinburg, Texas
 VIA (ARCH): Rike-Ogden-Figueroa Architects
 1007 Walnut Avenue
 McAllen, Texas 78501

APPLICATION NO. Thirteen (13)
 PERIOD TO: 1/31/2007
 ARCHITECTS
 PROJECT NO.: 24032
 PURCHASE ORDER # 558845
 CONTRACT DATE: 18-Nov-05

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in Previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$103,942.87	
Approved this month		
Number	Date Approved	
TOTALS		\$103,942.87
Net Change by Change Orders		\$0

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

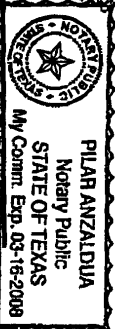
CONTRACTOR: Descon Construction, L.P.
 By: *[Signature]* Date: 1/29/2007
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet attached.

1. ORIGINAL CONTRACT SUM \$2,996,000.00
2. NET CHANGE BY CHANGE ORDERS \$103,942.87
3. CONTRACT SUM TO DATE \$3,099,942.87
4. TOTAL COMPLETED AND STORED TO DATE \$3,050,747.87
(Column G on G703)
5. RETAINAGE
 a. 5 % of Completed Work \$152,537.39
 (Column D + E G703)
 b. 5 % of Stored Material \$0.00
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I G703) \$152,537.39
6. TOTAL EARNED LESS RETAINAGE \$2,898,210.48
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$2,822,351.20
8. CURRENT PAYMENT DUE \$75,859.28
9. BALANCE TO FINISH, PLUS RETAINAGE \$201,732.39
(Line 3 less line 8)

State of: Texas County Of: Hidalgo
 Subscribed and sworn to before me this 29th day of January, 2007
 My Commission Expires: March 16, 2008



AMOUNT CERTIFIED (Attach explanation if amount certified differs from the amount applied for.)

\$75,859.28

By: *[Signature]* Date: 2.7.7

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

New Probation Building
 County of Hidalgo
 Edinburg, Texas

APPLICATION NUMBER: Thirteen (13)
 APPLICATION DATE: 1/29/2007
 PERIOD FROM: 1/1/2007
 TO: 1/31/2007
 ARCHITECTS PROJ. NO.: 24032

Item No.	Description of Work	Scheduled Value	Previously	Work Completed			Total Completed and Stored To Date	% Comp.	Balance to Finish	Retainage
				This Application	Work in Place	Stored Materials				
A	B	C	D	E	F	G	H	I	J	
1	Job Set Up, Bonds & Insurance	\$104,155	\$104,155	\$0	\$0	\$104,155	100%	\$0	\$5,207.75	
2	Site Work	\$5,813	\$5,813	\$0	\$0	\$5,813	100%	\$0	\$290.65	
3	Building Fill	\$62,477	\$62,477	\$0	\$0	\$62,477	100%	\$0	\$3,123.85	
4	Demolition	\$12,550	\$12,550	\$0	\$0	\$12,550	100%	\$0	\$627.50	
5	Landscape Allowance	\$20,000	\$0	\$0	\$0	\$0	0%	\$20,000	\$0.00	
6	Foundation	\$218,365	\$218,365	\$0	\$0	\$218,365	100%	\$0	\$10,918.25	
7	Rebar	\$55,965	\$55,965	\$0	\$0	\$55,965	100%	\$0	\$2,798.25	
8	Termite Treatment	\$6,986	\$6,986	\$0	\$0	\$6,986	100%	\$0	\$349.30	
9	Sidewalk/Misc. Concrete	\$21,758	\$21,758	\$0	\$0	\$21,758	100%	\$0	\$1,087.90	
10	Masonry	\$296,340	\$296,340	\$0	\$0	\$296,340	100%	\$0	\$14,817.00	
11	Cast Stone	\$18,783	\$18,783	\$0	\$0	\$18,783	100%	\$0	\$938.15	
12	Structural & Misc. Steel	\$362,440	\$362,440	\$0	\$0	\$362,440	100%	\$0	\$18,122.00	
13	Carpentry	\$41,120	\$41,120	\$411	\$0	\$41,120	100%	\$0	\$2,056.00	
14	Millwork	\$13,588	\$13,588	\$0	\$0	\$13,588	100%	\$0	\$678.40	
15	Dampproofing	\$35,673	\$35,673	\$0	\$0	\$35,673	100%	\$0	\$1,783.65	
16	Modified Bitumen Roofing	\$15,988	\$15,988	\$0	\$0	\$15,988	100%	\$0	\$799.40	
17	Caulking/Sealants	\$4,770	\$4,770	\$0	\$0	\$4,770	100%	\$0	\$238.50	
18	Skylight	\$1,867	\$1,867	\$0	\$0	\$1,867	100%	\$0	\$93.35	
19	Hollow Metal Frames & Doors	\$35,234	\$35,234	\$0	\$0	\$35,234	100%	\$0	\$1,761.70	
20	Wood Doors	\$26,320	\$26,320	\$0	\$0	\$26,320	100%	\$0	\$1,316.00	
21	Fading Partition	\$18,615	\$18,615	\$0	\$0	\$18,615	100%	\$0	\$930.75	
22	Glass & Glazing	\$38,313	\$38,313	\$0	\$0	\$38,313	100%	\$0	\$1,915.65	
23	Finish Hardware	\$44,833	\$44,833	\$0	\$0	\$44,833	100%	\$0	\$2,241.65	
24	Lath & Plaster	\$9,980	\$9,980	\$0	\$0	\$9,980	100%	\$0	\$499.00	
25	Drywall	\$132,192	\$132,192	\$0	\$0	\$132,192	100%	\$0	\$6,609.60	

New Production Building
 County of Hidalgo
 Edinburg, Texas

APPLICATION NUMBER: Thirteen (13)
 APPLICATION DATE: 1/29/2007
 PERIOD FROM: 1/1/2007
 TO: 1/31/2007

ARCHITECT'S PROJ. NO.: 24032

Item No.	Description of Work	Scheduled Value	Previously	Work Completed		Total Completed and Stored To Date	%	Balance to Finish	Retainage
				Work in Piece	Stored Materials				
A	B	C	D	E	F	G	H	I	J
26	Acoustical Ceilings	\$62,208	\$40,627	\$21,581	\$0	\$62,208	100%	\$0	\$3,110.40
27	Ceramic Tile	\$26,777	\$26,777	\$0	\$0	\$26,777	100%	\$0	\$1,338.85
28	Carpentry C.T.	\$45,940	\$43,990	\$1,950	\$0	\$45,940	100%	\$0	\$2,287.00
29	Painting	\$78,802	\$78,802	\$0	\$0	\$78,802	100%	\$0	\$3,940.10
30	Fire Extinguishers	\$850	\$850	\$0	\$0	\$850	100%	\$0	\$42.50
31	Interior Signage	\$3,629	\$0	\$0	\$0	\$0	0%	\$3,629	\$0.00
32	Building Letters	\$1,100	\$0	\$0	\$0	\$0	0%	\$1,100	\$0.00
33	Building Plaque	\$466	\$0	\$0	\$0	\$0	0%	\$466	\$0.00
34	Flag Pole	\$940	\$940	\$0	\$0	\$940	100%	\$0	\$47.00
35	Toilet Accessories	\$4,252	\$4,252	\$0	\$0	\$4,252	100%	\$0	\$212.50
36	Toilet Partitions	\$9,630	\$9,630	\$0	\$0	\$9,630	100%	\$0	\$481.50
37	Projection Screen	\$353	\$353	\$0	\$0	\$353	100%	\$0	\$17.65
38	Plumbing	\$75,438	\$72,092	\$3,346	\$0	\$75,438	100%	\$0	\$3,771.80
39	Plumbing Allowance	\$8,000	\$0	\$0	\$0	\$0	0%	\$8,000	\$0.00
40	H.V.A.C.	\$524,880	\$524,880	\$0	\$0	\$524,880	100%	\$0	\$26,244.00
41	H.V.A.C. Allowance	\$8,000	\$0	\$0	\$0	\$0	0%	\$8,000	\$0.00
42	Fire Sprinkler System	\$75,830	\$72,692	\$3,138	\$0	\$75,830	100%	\$0	\$3,791.50
43	Electrical	\$381,780	\$378,030	\$3,750	\$0	\$381,780	100%	\$0	\$19,089.00
44	Electrical Allowance	\$8,000	\$0	\$0	\$0	\$0	0%	\$8,000	\$0.00
45	Retirement Allowance	\$75,000	\$75,000	\$0	\$0	\$75,000	100%	\$0	\$3,750.00
46	Change Order No. 3	\$103,942.87	\$58,287.00	\$45,675.87	\$0	\$103,942.87	100%	\$0.00	\$5,197.14
		\$3,099,942.87	\$2,970,896.00	\$79,851.87	\$0.00	\$3,090,747.87		\$49,195.00	\$152,537.39

AI-2451
HIDALGO COUNTY
CC REGULAR

17.A.9.

Date: 02/13/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Item

CAPTION

A. Presentation for discussion, consideration and approval for payment in the amount of \$5,944.59 to JP Morgan Chase in connection with a past due balance "Travel Related Expenses" with authority for auditors to issue a manual check in order to overnight payment.

B. Presentation for discussion, consideration and approval to re-apply for participation with Texas Building and Procurement's State Travel Management Program and to discuss a point of contact.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1100-415-18-160-001-0-583

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

BUDGETARY IMPACT:

Available balance is \$9,508.59 as of 2/9/07.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 10:26 AM	APRV
2	Dale Kennan	Dale Kennan	02/09/2007 11:39 AM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:35 PM	NEW-R
4	Auditor's Office	Linda Fong	02/09/2007 05:16 PM	RTRN
5	Dina Trevino			
6	Agenda Coordinator			

Form Started By: Laura Moya

Started On: 02/08/2007 10:55 AM

Final Approval Date:

AI-2429

17.A.10.

One Yr. Extention
CC REGULAR

Date: 02/13/2007
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Guerra Construction for new & used Guard Rail Beam Materials.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1201-431-00-121-005-0-433
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-432-00-121-001-0-439 Sanitation Pct 1
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 01:47 PM	APRV
2	Budget & Management	Dina Trevino	02/08/2007 04:50 PM	APRV
3	Sergio Cruz	Sergio Cruz	02/09/2007 03:09 PM	APRV
4	Auditor's Office	Linda Fong	02/09/2007 05:26 PM	APRV
5	Agenda Coordinator			NEW

Form Started By: Mary Maldonado **Started On:** 02/07/2007 03:40 PM

Final Approval Date:

AI-2428

17.A.11.

**Interlocal Agreement
CC REGULAR**

Date: 02/13/2007
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and approval of an Interlocal Agreement between Hidalgo County Appraisal District and Hidalgo County in connection with their participation in the County's group health insurance and group life/AD&D insurance.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [interlocal](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/07/2007 03:36 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/09/2007 03:09 PM	PEND
3	Purchasing Department	Marty Salazar	02/09/2007 04:38 PM	RTRN
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Mary Maldonado

Started On: 02/07/2007 03:27 PM

Final Approval Date:

INTERLOCAL GOVERNMENTAL AGREEMENT

This **INTERLOCAL GOVERNMENTAL AGREEMENT** is made as of the date set forth below by and between **HIDALGO COUNTY APPRAISAL DISTRICT**, a political subdivision of the State of Texas, ("District"), and the **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, ("County"), as follows:

WHEREAS, the District and the County are each authorized to provide employment benefits to their respective employees, including, but not limited to group health insurance and group life and accidental death and disability insurance (life/AD&D);

WHEREAS, the County, in compliance with the laws of the State of Texas, requested bids on group health insurance and group life/AD&D insurance coverage;

WHEREAS, after review of all bids and proposals, the County authorized the establishment of a self-funded health insurance program with **MUTUAL OF OMAHA** to act as the third party administrator and to provide the stop loss insurance under such program and to award the life/AD&D insurance contract to **LAFAYETTE LIFE INSURANCE** on the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the District desires to provide its employee health insurance coverage through the County in order to maximize the economies of scale and the taxpayer funds used to provide such insurance;

WHEREAS, the District and the County desire to cooperate with each other in providing appropriate health insurance coverage to their employees on the most cost-efficient basis; and

WHEREAS, the governing bodies of the District and the County have authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed by the District and the County as follows:

1. **Inclusion of District by County.** The County consents to the inclusion of District as part of County's employee group for both its self funded health insurance program with **MUTUAL OF OMAHA** as set forth above and its life/AD&D insurance contract with **LAFAYETTE LIFE INSURANCE** on the terms and conditions as described in Exhibit "A" attached hereto and made a part hereof.

2. **Direct Payment by District.** (a) All costs associated with premiums for both health and life/ADD&D insurance coverages related to District's employees shall be paid directly by District to the County or at the written direction of the County to **MUTUAL OF OMAHA** or **LAFAYETTE LIFE INSURANCE** as the case may be.

(b) County is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the District. District is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the County.

(c) If upon termination of the coverages provided for herein, the County shall receive any refund from either **MUTUAL OF OMAHA** or **LAFAYETTE LIFE INSURANCE** for any

fees, deposits or premiums related to the term hereof, County agrees to pay to District within ten (10) business days of the receipt of such refund a prorata share thereof based upon the District's proportional payment of such fee, deposit or premium as compared to the County's proportional payment of such fee, deposit or premium.

3. **Notice by County.** County agrees to provide District thirty (30) days written notice of any change or termination of such health and life/AD&D insurance coverages prior to the effective date of any such change.

4. **Provision for Governmental Services.** The parties to this Agreement acknowledge that the performance and services provided under this Agreement must be paid for from current revenues available to each party. If such revenue is not available, each party has the right to terminate the Agreement without further obligation or liability upon thirty (30) days written notification of such termination to the other party.

5. **Term and Renewal.** To the extent any obligation or performance under this Agreement extends beyond one (1) year from the date hereof, this Agreement shall remain in effect only on the condition that the both parties shall ratify and extend this Agreement on an annual basis. Upon failure of either party to ratify and extend this Agreement, this Agreement shall terminate without further liability to either party.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law; and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the

parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County
Attention: J.D. Salinas III, County Judge
Hidalgo County Courthouse
Edinburg, Texas 78539

If to District: Hidalgo County Appraisal District
Attention: Rolando Garza, Chief Appraiser
4405 S. Professional Drive
Edinburg, Texas 78539

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

11 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

13. **Assignment.** This Agreement shall not be assignable.

14. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

18. **Mediation.** In the event of a dispute between the District and the County over issues related to this Agreement, the parties agree to submit such disputes to mediation by a

mutually agreeable mediator prior to the institution of any suit to resolve the dispute or to enforce the terms of this Agreement. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

EXECUTED the _____ day of _____, 2007.

COUNTY OF HIDALGO, TEXAS

By: _____
J.D. SALINAS III, County Judge

EXECUTED the 11th day of January, 2007.

HIDALGO COUNTY APPRAISAL DISTRICT

By: Rolando Garza
ROLANDO GARZA, Chief Appraiser

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Mutual of Omaha with \$1,000 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
	Employee (Paid by District)	\$347.00
Spouse	\$296.00	\$148.00
Child or Children	\$130.00	\$65.00
Family	\$426.00	\$213.00

OPTIONAL BUY-UP PLAN - Mutual of Omaha with \$500 Ded - 80/50 Plan

Employee	\$47.00	\$23.50
Employee + Spouse	\$363.00	\$181.50
Employee + Child or Children	\$189.00	\$94.50
Employee + Family	\$552.00	\$276.00

LIFE AND AD & D INSURANCE

Rates with Lafayette Life Insurance with \$25,000 Coverage	LIFE	AD & D
		\$0.09

Consulting Services for Federal and State Issues/Programs
CC REGULAR

Date: 02/13/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting ratification of extension of bid opening date from February 14, 2007 to new extended date of February 28, 2007, through publication/advertisement of extension notice for RFP NO: 2007-024-01-31-VYG-Consultant Services For Federal and State Issues/Programs Project in order to incorporate the modifications to the requirements/scope of work/services, etc. as approved by Commissioners Court on 2-6-07.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** See attached Exp. Rpt. for funding availability
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [Extension Information](#)

Link: [2007 Exp Rpt-Obj 311](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/07/2007 03:41 PM	APRV
2	Budget & Management	Damaris San Miguel	02/07/2007 03:42 PM	APRV
3	Dale Kennan	Dale Kennan	02/08/2007 10:28 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Vangie Garcia

Started On: 02/07/2007 02:20 PM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo

February 7, 2007

EXTENSION OF BID OPENING DATE

The Monitor
1101 Ash
McAllen, Texas 78501

**Re: Hidalgo County "Consulting Services For
Federal and State Issues/Programs"**

**EXTENSION OF BID OPENING DATE:
February 28, 2007**

Gentlemen:

Please publish twice the enclosed advertisement under the legal ad section of your newspaper. The first publication should run on **Saturday, February 10, 2007**, and the second time on **Saturday, February 17, 2007**.

After these publications, please submit to this office a publisher's affidavit for our records. The billing statement should be mailed to:

Hidalgo County Purchasing Department
100 East Cano Street, 4th Floor
Edinburg, Texas 78539

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/vyg

EXTENSION OF REQUEST FOR PROPOSALS

FROM 02-14-07 TO 02-28-07

TO SUPPLY HIDALGO COUNTY with sealed proposals on "**Hidalgo County-Consulting Services For Federal and State Issues/Programs.**"

REQUIREMENTS may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626 or may be picked up at the Hidalgo County Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas.

SEALED PROPOSALS should be properly addressed and delivered to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas 78539. One (1) original and seven (7) copies of proposal are required with the proper notation clearly written on the lower left hand corner of the envelope: RFP NO.: 2007-024-01-31-VYG "Hidalgo County-Consulting Services For Federal and State Issues/Programs". **Proposals will be accepted until 9:30 a.m on Wednesday, February 28, 2007** at which time they will be opened in the Hidalgo County Purchasing Department at 100 East Cano, 4th Floor, Administration Building, Edinburg, Texas. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2007-024-01-31-VYG-"Hidalgo County-Consulting Services For Federal and State Issues/Programs".**

THE COUNTY reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 28th day of November, 2006.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE or 1-866-427-7233

Hidalgo County

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND						
7-1100-415-00-115-002-0-311 CO WIDE ADM-MGMT CONSULTING SERVICES	20,000.00	.00	.00	.00	20,000.00	.00
7-1100-421-00-280-001-0-311 SHERIFF-MGMT CONSULTING SRV	14,000.00	.00	.00	.00	14,000.00	.00
1100 GENERAL FUND	34,000.00	.00	.00	.00	34,000.00	.00
1200 R&B COUNTY WIDE						
7-1200-431-00-260-001-0-311 R-O-W DEPT-MGMT CONSULTING SRV	10,000.00	.00	.00	.00	10,000.00	.00
1200 R&B COUNTY WIDE	10,000.00	.00	.00	.00	10,000.00	.00
2202 SELF-FUNDED WORKERS' COMP						
7-2202-419-50-115-065-0-311 DBM-W/C DIV-MGMT CONSULTING SRV	20,000.00	.00	.00	.00	20,000.00	.00
2202 SELF-FUNDED WORKERS' COMP	20,000.00	.00	.00	.00	20,000.00	.00
7 YEAR	64,000.00	.00	.00	.00	64,000.00	.00

AI-2420
Network Support
CC REGULAR

17.A.13.

Date: 02/13/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

Requesting authority to enter into a network technical support agreement for (IT Dept.) with CALENCE, LLC. through our participation with DIR contract SDD-236. Requisition #103247 for \$20,750.00

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available for pending requisition as of 2/9/07.

Attachments

Link: [Network Support](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 04:13 PM	APRV
2	Budget & Management	Dina Trevino	02/08/2007 04:46 PM	APRV
3	Dale Kennan	Dale Kennan	02/09/2007 09:25 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Matilde Faz

Started On: 02/07/2007 02:41 PM

Final Approval Date:

Requisition

Req # 00103247

PO #

Date: 01/16/07

*Regular
2/13/07
#2420*

Bill To: x
x

Vendor: 327913
CALENCE LLC
1620 W. FOUNTAINHEAD PKW
SUITE 400
TEMPE AZ 85282
FAX (480)889-9599

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: Griselda
956-292-7010

Contract No: *DIR-SDD-236*

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Quote# 010307HIDCO		
1	EACH	NETWORK ASSESSMENT	2,000.00	2,000.00
1	EACH	QoS/VLAN IMPLEMENTATION FOR VOICE FOR CORE LOCATION	2,000.00	2,000.00
1	EACH	QoS/VLAN PILOT IMPLEMENTATION FOR SGL. REMOTE T1 LOCATION	2,000.00	2,000.00
2	EACH	QoS/VLAN FOR ADDT'L LOCATIONS	625.00	1,250.00
1	EACH	VPN CONFIGURATION	1,000.00	1,000.00
1	EACH	ACS SERVER CONFIGURATION	1,000.00	1,000.00
1	EACH	SYSLOG SOFTWARE IMPLEMENTATION FOR CORE DEVICES	1,000.00	1,000.00
1	EACH	AD ASSESSMENT, CLEAN UP/TNG.	3,000.00	3,000.00
1	EACH	SERVER MAINT.	5,000.00	5,000.00
1	EACH	ONSITE TECH. SUPPORT	2,500.00	2,500.00
		Account No	Encumbrance	
		7-1100-415-00-200-002-0-336	20,750.00	
		<i>the Vendor @ provide a technical support for network</i>	Freight	.00
			Total	20,750.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

*DIR
Regular*

Authorized By: _____

AI-2379

17.A.14.

**H.I.D.T.A. STATE TRAVEL CARD
CC REGULAR**

Date: 02/13/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

Presentation for discussion, consideration and approval of a request from HIDTA to implement the use of the "State Travel Credit Card" through Hidalgo County's membership with Texas Building and Procurement Commission's "State Travel Credit Card Management Program-Contract #946-A1-Term of State Contract from June 14, 2003 thru August 31, 2009.

BACKGROUND

H.I.D.T.A. was previously approved by Commissioner's Court for the "Hidalgo County HIDTA Task Force Travel Credit Card Use Policy" on December 5, 2006.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1291-412-00-270-003-6-583

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$4,931.33 available balance as of 02/08/2007

Attachments

Link: [STATE TRAVEL CONTRACT](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/07/2007 03:01 PM	APRV
2	Budget & Management	Damaris San Miguel	02/07/2007 03:37 PM	APRV
3	Sergio Cruz	Sergio Cruz	02/08/2007 09:32 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Vangie Garcia

Started On: 02/05/2007 09:59 AM

Final Approval Date:

46-A1 - PAYMENT CARD SERVICES (PROCUREMENT/TRAVEL)

6/2003 THRU 08/2009

946-A1

or Further information contact Dee Dorsey, Purchaser D
t (512) 475-2459 or e-mail at Purchaser.D@tbpc.state.tx.us

NOTE: The products listed are for the use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

- **General Contract Information**

Forms and Instructions (Revised 10-19-06)

- JP Morgan Chase Dispute Procedures (10-19-06)
- Procurement Card Reissue Procedures (6-14-05)
- Travel Card Reissue Procedures (6-14-05)
- Cardholder Application for Procurement Cards (12-28-05)
- Instructions for Cardholder Application (8-22-03)
- Standard MCC Codes for Procurement Cards (12-29-03)
- Schedule of Smart Data On-line Training (10-29-03)
- Smart Data On-line Cardholder User's Guide (2-18-04)
- Smart Data On-line User's Guide for Intermediate and Supervisors (8-28-03)
- Smart Data On-line User's Guide for Administrators (2-18-04)
- ACH Auto-Draft (8-22-03)
- Smart Data On-Line - HUB, 1099, SDB Exports Guide (2-18-04)
- Travel Card Forms and Instructions (3-01-06)

GENERAL CONTRACT INFORMATION

Section 1

- 1.1 DESCRIPTION: 946-A1 Payment Card Services.
- 1.2 TYPE: Automated Firm Price.
- 1.3 TERM OF CONTRACT: June 14, 2003 thru August 31, 2009.
- 1.4 DELIVERY: Cards are issued five days after receipt of application.
- 1.5 MINIMUM ORDER: Not applicable.
- 1.6 SPOT PURCHASE OPTION: Not applicable.
- 1.7 ZONE: This is a statewide contract.
- 1.8 SHIPPING INFORMATION: No cost for express shipping of cards to Program Administrators is available upon request.
- 1.9 WARRANTY: Not applicable.
- 1.10 CASH DISCOUNT: Not applicable.

- 1.11 EDUCATIONAL DISCOUNT: Not applicable.
- 1.12 QUANTITY OR LARGE ORDER DISCOUNT: Not applicable.
- 1.13 PRICE CHANGES: Not applicable.
- 1.14 FUNDING OUT: Not applicable.
- 1.15 POINT OF CONTACT: Vendor contacts are listed in Section 5.1.
- 1.16 HUB VENDORS: Not applicable.
- 1.17 INTERPRETATION: Questions concerning terms and conditions and technical specifications should be directed to:

David Bennett, CTPM
Purchaser V
Texas Building & Procurement Commission
(512) 463-7817
FAX (512) 236-6161
E-mail: david.bennett@tbpc.state.tx.us

- 1.18 PURCHASE ORDERS: A TBPC Purchase Order is required for the Procurement Payment Card Program only. No Purchase Order is required for the Travel Card Program. Only contract purchase orders issued by TBPC or orders issued through a TBPC contract are eligible for contract pricing.
- 1.19 COMMODITY CODE CONVERSION: In order to facilitate the TBPC conversion to the NIGP commodity codes, the commodity code numbers for items on this contract may change at some point during the term of the contract. The specification, price, and other terms of the contract will remain the same.

Section 2 - Specific Contract Requirements

- 2.1 METHOD OF PAYMENT:
Please refer to Payment Instructions at:

<http://www.tbpc.state.tx.us/communities/procurement/prog/charge-card/state-of-texas-charge-card-program/payment-instructions>

- 2.2 APPLICATION: Direct contact with vendor representatives is recommended prior to processing a requisition. See Section 5.
- 2.3 REQUISITIONS: Requisitions for the Procurement Payment Card Program must be submitted via hard copy or electronic to TBPC for history and confirmation purposes.

Cooperative entities must submit requisitions using standard procedures for TBPC CO-OP members.

NOTE: Ordering entities must select appropriate options, payment cycle, etc., as required.

NOTE: If all your payments will be made by electronic funds transfer, be sure to include 946-35501003 on your requisition.

- 2.4 CUSTOM CARD FORMAT: TBPC approved the standard state payment card design. Custom card format for state agencies requires the approval of TBPC and

vendor and will take 30-60 days from receipt of the request. Camera ready artwork must be submitted with application. Custom card format for institutions of higher education and cooperative members may be coordinated directly with JPMorgan Chase.

- 2.5 ACCOUNT MAINTENANCE/BILLINGS/DISPUTES: Customer Support (888-508-9758) should be contacted for questions regarding billing and program maintenance (adding, deleting or making changes to card parameters).

Section 3 - Specific Credit Card Purchase Prohibitions

- 3.1 TRAVEL: State agencies and institutions of higher education are to use the Travel card for Travel related Expenses. Cooperative members eligible for the Travel Card Program include counties, municipalities, public school districts, community and junior colleges, and emergency communication districts only.

Texas State Travel Management Program

Point-of-Contact: Ms. Melissa Hernandez
Direct: (512) 463-3254
Fax: (512) 236-6165
E-mail: melissa.hernandez@tbpc.state.tx.us

- 3.2 STATE TERM CONTRACT ITEMS: Items which are covered by state term contracts may be purchased up to the spot purchase amount shown in each term contract. Spot purchase amounts vary with each term contract. Personnel using the credit card are required to conform with term contract requirements.
- 3.3 PAYMENT METHOD: The card programs are designed as a payment method. All purchasing statutes, rules, policies, and procedures must be adhered to when utilizing the Procurement Card. SEE THE STATE OF TEXAS PROCUREMENT MANUAL OR THE STATE TRAVEL MANAGEMENT PROGRAM WEB PAGE FOR ADDITIONAL INFORMATION.
- 3.4 MERCHANT CATALOG CODES: Standard MCC Codes are listed in Forms and Instruction section state agencies' use. Institutions of higher education and eligible TBPC Co-Op members c directly to their JPMorgan Chase account manager to determine MCC limitations.

Section 4 - General Information

- 4.1 TRANSACTION FEES: None.
- 4.2 LATE PAYMENT FEE: Per Prompt Payment Act CHAPTER 2251.
- 4.3 LIABILITY REQUIREMENTS: The state of Texas will have no liability for transactions that occur after notification of a card being lost or stolen.
- 4.4 REBATE PROGRAM: The payment card contract has a rebate feature which pays the State semi-annually, based on total dollar expenditures of all participating entities. Co-Op entities will receive separate payment of rebates from JP Morgan Chase.

Section 5 - Points of Contact

- 5.1 NEW ACCOUNTS, ACCOUNT SERVICE AND TRAINING MATERIALS:

A. The JPMorgan Chase Account Managers for state agencies and universities should be

contacted for new agency implementations and training, escalated billing and program maintenance issues. The toll free telephone number for Account Managers is (800) 992-7169.

Toinette Miller
 Direct: (972) 377-8132
 Fax: (972) 377-0562
 E-Mail: toinette.a.miller@jpmchase.com

Ladette Harris-Williams
 Direct: 972-870-0783
 Fax: 214-441-1090
 E-Mail: ladette.harris-williams@chase.com

- B. The JPMorgan Chase Account Manager for TBPC Co-Op Members should be contacted by new Co-Op Members interested in participating in the State of Texas procurement payment card program. The Account Manager will facilitate signing of the contract, legal agreement and establishing a credit limit for the Cooperative participant. The Co-Op account manager is also responsible for training, escalated billing and program maintenance issues.

Audrey E. Flood, CCM
 Toll Free: (800) 992-7169
 Direct: (512) 246-9204
 Fax: (512) 244-1529
 E-mail: audrey.e.flood@jpmchase.com

- 5.2 CUSTOMER SUPPORT: Call Customer Support at the toll-free number below for general help or questions. The Account Manager should be contacted as an escalation point for billing and program maintenance issues.

Program Administrator Toll Free: 888-508-9758
 Cardholder Toll Free: 800-890-0669
 E-Mail: ccs-publicsector@chase.com

- 5.3 BILLING AND STATEMENT: JPMorgan Chase billing and statement questions should be addressed to 1-800-992-7169 the following individuals:

Kimberly Kramer: (847) 488-8864
 Cindy Burklow: (847) 488-8862
 Mary Salgado: (847) 488-5618

- 5.4 SOFTWARE HELP DESK: Questions regarding SDOL and Pathway net are to be directed to JP Morgan Chase Tech Team at 877-967-1100.
 (e-mail: ccs-helpdesk@chase.com)

- A. Smart Data online training schedule is posted in the Forms and Instructions section.

• Automated Term Contract details

■ PAYMENT CARD - PROCUREMENT PROGRAM

Vendor Number: 31352 JP MORGAN CHASE
 946-70-20400-0 EA PAYMENT CARD - PROCUREMENT PROGRAM SET-UP .00

• **Contract Vendor List**

Contract Vendor List 946-A1 06/2003 THRU 08/2009

31352 1-13-499-4650-6
JP MORGAN CHASE
ATTENTION: AUDREY FLOOD
2916 FOREST MEADOW DRIVE
ROUND ROCK TX 78664
AUDREY FLOOD
Phone 512-246-9204
Fax 512-244-1529
e-mail audrey.e.flood@jpmchase.com

[to to Top of Page](#)

**JUVENILE JUSTICE CENTER
CC REGULAR**

Date: 02/13/2007
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

Requesting ratification of extension of bid opening date of February 7, 2007, to new extended date of February 14, 2007 (as permitted under 262.026 (a) and thus allowing participants to submit their RFB responses to the County on a timely basis) for RFB NO: 2007-029-02-07-MSS-Hidalgo County Juvenile Justice Center-Fixtures, Furnishings, and Equipment.

BACKGROUND

Project previously approved for advertisement by Commissioners Court on January 16, 2007. Purchasing consulted with the project architect as to option to extend. Architect recommended extension in order to attract as many

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 01:31 PM	APRV
2	Budget & Management	Dina Trevino	02/08/2007 04:22 PM	APRV
3	Sergio Cruz	Sergio Cruz	02/08/2007 05:09 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Moises Salazar

Started On: 02/01/2007 08:50 AM

Final Approval Date:

AI-2448

17.B.1.

Pct. 1-Invoice No.0611-Rodriguez Engineerng-C-06-217-07-18
CC REGULAR

Date: 02/13/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 0611 in the amount of \$ 26,459.41 submitted by Rodriguez Engineering with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-217-07-18 (PO # 580185) for "Various R&B and C.I.P. Projects (Victoria Road from Exp 83 North to end of Asphalt Approximately 3.72 miles)"

BACKGROUND

INVOICE NO. 0611

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available in PO# 580185 is \$105,837.65 as of 2/9/07.

Attachments

Link: [Pct. 1-Invoice No.0611-Rodriguez Engineerng-C-06-217-07-18](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 01:54 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 10:18 AM	APRV
3	Dale Kennan	Dale Kennan	02/09/2007 10:58 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Letty Saenz

Started On: 02/07/2007 04:52 PM

Final Approval Date:

DATE: February 7, 2007

Invoice No. 0611

Project: PO 580185

Owner: Hidalgo County Precinct No. 1

Location: Victoria Road (from Expressway 83 north to end of asphalt approximately 3.72 miles)

Engineering Services rendered for Preliminary Phase for the above referenced Project:

Contract Amount:	\$105,837.65
Preliminary Phase (25%):	\$ 26,459.41
Amount due now:	\$ 26,459.41

APPROVED FOR BILLING:

[Signature]

Nm

7-1336-431-00-121-041-0-731

PO 580185

INVOICE RECEIVED BY Nm on 2/7/07
 GOODS/SERVICES RECEIVED BY Nm on 2/7/07



AI-2408

17.B.2.

Pct.1-Invoice No.6323-L&G Engineering-C-06-308-07-03
CC REGULAR

Date: 02/13/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 6323 in the amount of \$ 1,535.38 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-308-07-03 (PO # 577536) for "Material Testing for the Reconstruction of the Mile 20 Project"

BACKGROUND

INVOICE NO. 6323

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1201-431-00-121-005-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in PO# 577536 is \$4,084.05 as of 2/9/07.

Attachments

Link: [Pct.1-Invoice No.6323-L&G Engineering-C-06-308-07-03](#)

Confidential documents are indicated with a **(c)**.

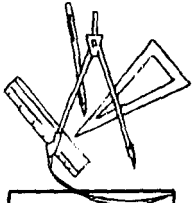
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 01:44 PM	APRV
2	Budget & Management	Dina Trevino	02/08/2007 04:39 PM	APRV
3	Dale Kennan	Dale Kennan	02/09/2007 08:59 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Letty Saenz

Started On: 02/07/2007 01:50 PM

Final Approval Date:



L&G Engineering Laboratory, LLC

2100 W. Expressway 83
 Mercedes, Tx 78570
 (956) 565-0760 • Fax (956) 565-6746

Invoice #

6323

Date
 1/23/2007

Bill To
 Hidalgo County Pct. #1
 Attn: Mr. Joseph Palacios
 1902 Joe Stevens Dr.
 Weslaco, TX 78596

Re:
 Mile 20 Reconstruction Project
 Contract #C-06-308-07-03
 W.A. #1, PO# 577536
 10/26 thru 11/29/07

Project Number	Report Number	Rep	Due Date
1.155601	R001 thru R006	RG	2/10/2007

Quantity	Item Code	Description	Price Each	Amount
		R001 & R002 10/26/06		
1	91004	Atterberg Limits Det. (Ea.)	65.55	65.55
1	91009	M-D ASTM D 698(Ea.)	169.35	169.35
3	94048	Eng. Tech. (Soils / SP.)(Hr.)	39.35	118.05
40	95058	Vehicle Trip Charge (Miles)(Mi.)	0.50	20.00
2	95061	Test Report(Ea.)	17.50	35.00
		R003 11/3/06		
7	91011	Field Density (Nuclear Method)(Ea.)	19.65	137.55
3	94048	Eng. Tech. (Soils / SP.)(Hr.)	39.35	118.05
40	95058	Vehicle Trip Charge (Miles)(Mi.)	0.50	20.00
1	95061	Test Report(Ea.)	17.50	17.50
		R004 & R005 11/6/06		
1	91009	M-D ASTM D 698(Ea.)	169.35	169.35
1	91014	Sieve Analysis (Dry & 4 Sieve)(Ea.)	49.15	49.15
1	91017	Texas Wet Ball Mill Test(Ea.)	169.35	169.35
3	94048	Eng. Tech. (Soils / SP.)(Hr.)	39.35	118.05
40	95058	Vehicle Trip Charge (Miles)(Mi.)	0.50	20.00
2	95061	Test Report(Ea.)	17.50	35.00
		R006 11/29/07		
7	91011	Field Density (Nuclear Method)(Ea.)	19.65	137.55
2.5	94048	Eng. Tech. (Soils / SP.)(Hr.)	39.35	98.38
40	95058	Vehicle Trip Charge (Miles)(Mi.)	0.50	20.00
1	95061	Test Report(Ea.)	17.50	17.50

COMMISSIONER JOSEPH S. HANDY

Total

\$1,535.38

L&G Engineering appreciates the opportunity to serve your material testing needs.

Highway / Civil • Structural / Bridge • Environmental • Construction Material Testing

2222
101533

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-308-07-03
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 the Mile 20 Reconstruction Project in Hidalgo County Precinct No. One (1).

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"** - *Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"** - *Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 4,084.05. 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. 10-1201-431-00-121-005-0-731
 Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 01.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: Sylvia Handy

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on Oct. 24, 2006 as indicated below and effective as of 24th day of October, 2006.

THE ENGINEER:
I.&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY

Jacinto Garza
By: Jacinto Garza

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST

HIDALGO COUNTY COMMISSIONERS' COURT
Oct. 24, 2006

Eddy Trevino
by: Eddy Trevino-Acting County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT Mile 20 Construction Project in Hidalgo County Precinct No. One (1)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Mile 20 Reconstruction Project**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT Mile 20 Reconstruction Project in Hidalgo County Precinct No. One (1)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 20 Reconstruction Project in Hidalgo County Precinct No. One (1)**.

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 20 Reconstruction Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide Hidalgo County Pet. # 1 with Construction Materials Testing Services as outlined in Contract Agreement C-06-308-07-03.

ATTACHMENT "D"
Cost Proposal

***PROJECT* Mile 20 Reconstruction Project in Hidalgo County Precinct No. One (1).**

See Attached

L & G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

Attachment I
Mile 20 (5,250 L.F. of Rdwy)
Prepared For Hidalgo County Pct. No. 1

In Situ Subgrade Laboratory Testing						
Tech Time	3	Hrs.	\$39.35	\$118.05 ✓		based on 1 trip and 1 sample for MD Det & Atterberg Limits
Trip Charge	40	Mi	\$0.50	\$20.00 ✓		
Proctor	1	Ea.	\$169.35	\$169.35 ✓		
Atterberg	1	Ea.	\$65.55	\$65.55 ✓		
Reports	2	Ea.	\$17.50	\$35.00 ✓		
Sub.				\$407.95		
In Situ Subgrade Field Density Testing						
Tech Time	10	Hrs.	\$39.35	\$393.50		based on 4 trips to perform field density testing on subgrade
Trip Charge	160	Mi	\$0.50	\$80.00		
Comp. Test	16	Ea.	\$19.65	\$314.40		
Reports	4	Ea.	\$17.50	\$70.00		
Sub.				\$857.90		
Roadway Base Material Testing Laboratory						
Tech Time	3	Hrs.	\$39.35	\$118.05 ✓		based on 1 trips to pick up one base mtl sample
Trip Charge	40	Mi.	\$0.50	\$20.00 ✓		
Sieve Analysis	1	Ea.	\$49.15	\$49.15 ✓		
Texas Wet Bell Mill	1	Ea.	\$191.25	\$191.25		
Moisture-Density Determ	1	Ea.	\$169.35	\$169.35 ✓		
Reports	2	Ea.	\$17.50	\$35.00 ✓		
Sub.				\$582.80		
Base Material Field Density Testing						
Tech Time	10	Hrs.	\$39.35	\$393.50		based on 4 trips to perform field density testing on Caliche
Trip Charge	160	Mi	\$0.50	\$80.00		
Comp Test	16	Ea.	\$19.65	\$314.40		
Reports	4	Ea.	\$17.50	\$70.00		
Sub.				\$857.90		
Asphalt Testing Field and Laboratory						
Tech Time	10	Hrs.	\$50.25	\$502.50		based on 2 trips to perform asphalt rolling patterns, secure samples for laboratory testing
Trip Charge	80	Mi	\$0.50	\$40.00		
Rolling Patterns	2	Ea.	\$32.80	\$65.60		
Laboratory Molded (ga)	2	Ea.	\$60.10	\$120.20		
%AC-Grad	2	Ea.	\$191.25	\$382.50		
Rice Gravity (gr)	2	Ea.	\$98.35	\$196.70		
Reports	4	Ea.	\$17.50	\$70.00		
Sub.				\$1,377.50		

Total Estimated Materials Testing Fees

\$4,084.05

L & G Engineering Laboratory

Construction Material Testing Geotechnical Engineering

Attachment I Mile 20 (5,250 L.F. of Rdwy) Prepared For Hidalgo County Pct. No. 1

<i>In Situ Subgrade Laboratory Testing</i>					
Tech Time	3	Hrs.	\$39.35	\$118.05	based on 1 trip and 1 sample for MO Det & Atterberg Limits
Trip Charge	40	Mi	\$0.50	\$20.00	
Proctor	1	Ea.	\$169.35	\$169.35	
Atterberg	1	Ea.	\$65.55	\$65.55	
Reports	2	Ea.	\$17.50	\$35.00	
Sub.				\$407.95	
<i>In Situ Subgrade Field Density Testing</i>					
Tech Time	10	Hrs.	\$39.35	\$393.50	based on 4 trips to perform field density testing on subgrade
Trip Charge	160	Mi	\$0.50	\$80.00	
Comp. Test	16	Ea.	\$19.65	\$314.40	
Reports	4	Ea.	\$17.50	\$70.00	
Sub.				\$857.90	
<i>Roadway Base Materials Testing Laboratory</i>					
Tech Time	3	Hrs.	\$39.35	\$118.05	based on 1 trips to pick up one base mtl sample
Trip Charge	40	Mi	\$0.50	\$20.00	
Sieve Analysis	1	Ea.	\$49.15	\$49.15	
Texas Wet Ball Mill	1	Ea.	\$191.25	\$191.25	
Moisture-Density Determ	1	Ea.	\$169.35	\$169.35	
Reports	2	Ea.	\$17.50	\$35.00	
Sub.				\$582.80	
<i>Base Material Field Density Testing</i>					
Tech Time	10	Hrs.	\$39.35	\$393.50	based on 4 trips to perform field density testing on Caliche
Trip Charge	160	Mi	\$0.50	\$80.00	
Comp. Test	16	Ea.	\$19.65	\$314.40	
Reports	4	Ea.	\$17.50	\$70.00	
Sub.				\$857.90	
<i>Asphalt Testing Field and Laboratory</i>					
Tech Time	10	Hrs.	\$50.25	\$502.50	based on 2 trips to perform asphalt rolling patterns, secure samples for laboratory testing
Trip Charge	80	Mi	\$0.50	\$40.00	
Rolling Patterns	2	Ea.	\$32.80	\$65.60	
Laboratory Molded (ga)	2	Ea.	\$60.10	\$120.20	
%AC-Grad	2	Ea.	\$191.25	\$382.50	
Rice Gravity (gr)	2	Ea.	\$98.35	\$196.70	
Reports	4	Ea.	\$17.50	\$70.00	
Sub.				\$1,377.50	

Total Estimated Materials Testing Fees

\$4,084.05

**SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1**

**(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596**

FAX COVERSHEET

To: Letty **From:** Veronica

Fax: **Pages:** 11

Phone: **Date:** 2/07/07

Re: **CC:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

• Comments

Please place L&G Consulting Engineers Inc. Invoice #6323 on the next CC Agenda for payment approval.
C-06-308-07- 03 PO#577536 "Work Auth. No. 1"
Materials Testing Services for the Mile 20 Reconstruction project.

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-2419

17.B.3.

Pct. 1-Invoice Nos. 1322104 & 11322105-L & G Engineering
CC REGULAR

Date: 02/13/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322104 in the amount of \$ 510.00 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-05-105-03-08 (PO # 554947) for "FM 1015 from Mile 9 NORTH RD. to MILE 12 NORTH ROAD, ROW ACQUISITION PROVIDER SERVICES"

B. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322105 in the amount of \$ 32,887.14 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-145-03-06 (PO # 569911) for "FM 88 ROW Mile 12 Road North to FM 1925"

BACKGROUND

INVOICE NOS. 11322104 & 11322105

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1315-431-00-121-034-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available in PO# 554947 is \$2,550.00 as of 2/9/07.

FISCAL YEAR: 2007

ACCT. #: 7-1315-431-00-121-037-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available in PO# 569911 is \$604,779.43 as of 2/9/07.

Attachments

Link: [Pct. 1-Invoice Nos. 1322104 & 11322105-L & G Engineering](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 01:45 PM	APRV
2	Budget & Management	Dina Trevino	02/08/2007 04:45 PM	APRV
3	Dale Kennan	Dale Kennan	02/09/2007 09:17 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Letty Saenz

Started On: 02/07/2007 02:40 PM

Final Approval Date:

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322104
INVOICE DATE: 01/31/07

BILL TO: 34

Hidalgo County Pct. #1
 902 Joe Stephens
 Weslaco, TX 78596

JOB: 050701

FM 1015
 ROW Acq. & Gen. Engineering Svc
 902 Joe Stephens
 Weslaco, TX 78596

PO# 554947

C-05-105-03-08

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering Services for the month of January 2007.						
05001-Direct Expense	15,380.00	15,380.00		15,380.00	100.0	
16401-Engineer Svc	240,438.94	240,438.94		240,438.94	100.0	
60000-Row Acq. Admin	293,250.00	293,250.00		293,250.00	100.0	
60100-Title Services	51,000.00	51,000.00		51,000.00	100.0	
60200-Appraisal Srv	99,150.00	99,150.00		99,150.00	100.0	
60210-Appraisal Srv/Sub	130,350.00	130,350.00		130,350.00	100.0	
60300-Appraisal Rvw	57,000.00	57,000.00		57,000.00	100.0	
60310-Appraisal Rvw/Sub	28,000.00	28,000.00		28,000.00	100.0	
60400-Parcel Negtion	297,500.00	297,500.00		297,500.00	100.0	
60500-Clng Srvs Fee	25,500.00	22,950.00	510.00	23,460.00	92.0	2,040.00
60600-Appraisal Update	12,600.00	12,600.00		12,600.00	100.0	
TOTALS:	1,250,168.94	1,247,618.94	510.00	1,248,128.94	99.8	2,040.00

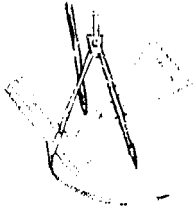
ORIGINAL CONTRACT SUM	\$ 1,250,168.94
CHANGE BY CHANGE ORDER	\$ 0.00
CONTRACT SUM TO DATE	\$ 1,250,168.94
TOTAL COMPLETED TO DATE	\$ 1,248,128.94
LESS PREVIOUS INVOICES	\$ 1,247,618.94
CURRENT PAYMENT DUE	\$ 510.00

[Signature]
 PROJECT MANAGER'S SIGNATURE

NW
 6-1315-431-00-121-034-0-84
 PO 554947

INVOICE RECEIVED BY
[Signature] 2/1/07
 GOODS/SERVICES RECEIVED BY
[Signature] ON 2/1/07

NW



L&G Engineering

February 01, 2007

Transportation Consultants

Hon. Sylvia S. Handy
Hidalgo County Commissioner, Pct. #1
Attn: Joseph Palacios
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: FM 1015-From Mile 9 North Rd. to Mile 12 North Rd. ROW Acquisition Provider Services,
Work Authorization No. 1

Dear Commissioner Handy:

The attached submittal is our invoice for this Work Authorization for the month of January, 2007. We are attaching the Attachment D schedule from Work Order #1 for your reference. The following is attached:

- L & G's Invoice
- Project Work Schedule

This work authorization consists of the following tasks, identified as per the Texas Department of Transportation (TxDOT) function codes (FC) for right-of-way services:

Direct Expense: Currently the project is on schedule and we will not be billing for this month for we have reached 100% of this task.

Engineering Services: We continue to coordinate with our subcontractors and TxDOT and attended meetings with Pct#1 and TxDOT. These meetings include bi-weekly meetings with Pct #1 as per their request.

We continue to update the parcel cost estimates and coordinate with them for their participation.

We provided Pct#1 with updates with our meetings with TxDOT representatives as they are held and requested by Pct. #1.

We continue to advise TxDOT that the role of adjusting the irrigation lines lies with TxDOT and its coordination with the Irrigation District. TxDOT has met with the Commissioner and the project is on schedule.

HCDD#1 is aware of our acquisition and advised us that there is no outfalls ditches that belong to them. Again we advised the office of Hector Gonzalez, Pharr AE. Our office has coordinated with Valde from the County on the accounting for paying the landowners and an acceptable process is being coordinated. To date the transition of funds from the County to the landowner and back from the State is being completed successfully.

We have completed 100% of the task associated with the above work including the preparation of the monthly meeting notes and invoices.

ROW Acquisition Administration: L & G Engineering-Transportation Consulting Engineers Right of Way Office has been set up and business functional at 2100 W. Expressway in Mercedes, Texas 78570 and staffed with a Project Manager, Office Manager, Right of Way Administrator, Right of Way Acquisition Manager, Acquisition Negotiators and an Office Administrative Technician.

2007

L & G Engineering has under contract the professional services of a State Certified Independent Fee Appraiser and a State Certified Review Appraiser. Licensed Real Estate negotiators are also under contract to perform the duties of acquisition negotiators. Furthermore, a local and reputable title company, Sierra Title of Hidalgo County, Inc., has also been contracted and is providing L & G Engineering with title commitment services, closing of transactions and title insurance policies; all in conformity of TxDOT policy and underwriter's insurance fee schedule.

This function is in accordance to Attachment D, "Fee Schedule" of our contract. We have now completed 100% of this task.

Title Services: L & G Engineering on May 10, 2005 requested Title Commitments from Sierra Title Company. To date, the Title Company has provided L & G with 81 title commitments. We have an approximate of 81 parcels for this project. We have completed 100% of this task.

Appraisal Services: We have selected the firm of Professional Appraisal Services to perform the primary appraisal reports for the approximate 81 parcels for this project. They have provided L & G Engineering with 81 out of 81 appraisal reports for this project. We have now completed 100% of this task.

Appraisal Services Sub: Professional Appraisal Services has completed and provided L & G with 81 out of 81 appraisal reports for this project. We have now completed 100% of this task.

Appraisal Review: We have selected the firm of HLH Appraisal Services to perform the appraisal review for the approximate 81 parcels for this project as per TxDOT policy. They have provided L & G Engineering with 81 out of 81 appraisal review reports for this project. We have now completed 100% of this task.

Appraisal Review Sub: HLH Appraisal Services has completed and provided L & G with 81 out of 81 appraisal review reports for this project. We have now completed 100% of this task.

Appraisal Update: We have completed 100% of this task. To date, there have been twelve (12) required updates for this project.

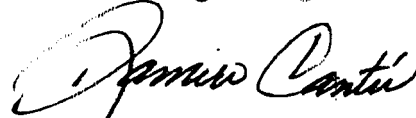
Parcel Negotiations: Negotiations on all parcels have been completed. We have presented 79 offers (2 parcels suspended) for this project. We have now completed 100% of this task.

Closing Services Fee: We will conduct all closings as per Title Company and TxDOT requirements. We have now closed 72 out of the 79 active parcels (2-parcels pending consummation and five parcels in Eminent Domain process). We have completed 92% of this task.

Please contact me or Jacinto Garza, Project Manager, at 956-565-9813 should you have any questions or concerns regarding this report.

Sincerely,

L & G Engineering



Ramiro Cantú
ROW Administrator

Attachments

Contract C05-105-03-08
Work Order #1

ATTACHMENT "D"

FEE SCHEDULE

Payment Schedule for General Engineer Services

The Engineer will be paid for the work completed as identified on Attachment "B" Services to be Provided by the Engineer and paid for by Hidalgo County on a percent complete basis after the work is reviewed and approved by Hidalgo County Precinct #1.

Payment Schedule for Services Provided by the Acquisition Provider

- 1) Project Administration (includes coordination with County & State)
 - a) Payment
 - i) Full Project Office
 - (1) Lump Sum Basis (percent completed)
 - (2) Initial payment of 20% upon establishment of a project office with functional phone and utility services.
 - (3) Remainder paid out in equal monthly installments, starting the following month and continuing over remainder of project.
 - (4) Monthly billing to Hidalgo County PCT #1 will be required.
 - (5) Condemnation Support Services (Negotiations, Task, and Fees)
- 2) Title Services
 - a) Payment
 - i) Per Parcel basis. (percent completed)
- 3) Appraisal Services
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 4) Appraisal Review
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 5) Appraisal Update
 - a) Payment (percent completed)
 - i) Per Parcel Basis

Contract C05-105-03-08
Work Order #1

- 6) Negotiation Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis

- 7) Closing Service Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis

- 8) Relocation Fees- (N/A)

- 9) Disposal of Property- (N/A)

Hidalgo County Precinct #1

ATTACHMENT "D" - FEE SCHEDULE - L&G ENGINEERING

FM 1015
Limits: From: Mile 9 North to Mile 12

The following is an estimated Manhour Cost for the Engineering Services and the Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D Fee Schedule of the contract. The man-hours are estimated and the parcels are based on the TxDOT Right-of-Way Map. The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County - on a percent complete basis as approved by Hidalgo County Pct. #1. L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1.

L&G ENGINEERING SERVICES

TASK	No. of sheets (estimated)	Project Manager	ENV Specialist	MANHOURS			Administrative Assistant	Total
				Senior Engineer	Designer			
1 Work Authorization Signed by HIDALGO CO PCT #1	n/a	40	16	0	0	40	96	
2 Attend meetings with Comm. To complete the SIB Loan and provide all info	n/a	173	80	0	0	40	293	
3 Coordinate with TxDOT and County on Progress of Eminent Project	14 mo/3 n/a	0	336	336	0	336	1344	
4 Attend Pct #1 Meetings for Bi-weekly for project updates	14 mo/2 n/a	0	336	336	0	336	1344	
5 Refine Cost Estimates County Participation for Road	n/a	0	40	40	0	40	200	
6 Coordination with City of Weslaco	n/a	0	40	40	0	40	160	
7 Coordination with City of Edgouch	n/a	0	40	40	0	40	160	
8 Coordination with Hidalgo County (in Region District #8)	n/a	0	40	40	0	40	160	
9 Coordination with Hidalgo County Districtive District	n/a	0	40	40	0	40	160	
10 Coord with County to set up Temp Accounting for payment and reimbursement of funds used to pay parcels and further submit to TxDOT for reimbursement	14 mo/1 person/week	0	560	0	0	0	560	
11 Establish an acceptable process with Parcel 1 for Coord between Title Co. and County Auditors Office, County Clerk Office and Parcel Reimbursements by TxDOT	n/a	0	173	0	0	173	346	
12 Coordinate and Review New Submittals that affect this project	n/a	40	40	0	0	40	120	
13 Coordinate and Review ROW Map as provided by TxDOT	n/a	0	0	173	0	0	173	
14 Prepare for Monthly meetings (dependencies)	14 mo	0	412	112	0	0	336	
15 Prepare Monthly notices and progress reports	14 mo	0	0	112	0	0	112	
Subtotal		0	1410	1762	0	200	3377	
Total Specialist Labor Hours	0	1410	1762	0	200	1377	6524	
Contract Rates		\$ 50.00	\$ 43.00	\$ 44.00	\$ 33.00	\$ 17.50	\$ 65.4	
Direct Salary Cost		\$ 70,500.00	\$ 75,306.00	\$ 38,940.00	\$ 6,600.00	\$ 22,347.50	\$ 213,723.50	
Overhead Multiplier	175.000%	\$ 12,500.00	\$ 8,812.50	\$ 9,417.00	\$ 4,967.50	\$ 825.00	\$ 2,783.44	
Fixed Fee		\$ 78,312.50	\$ 84,733.00	\$ 43,907.50	\$ 7,422.50	\$ 24,140.54	\$ 240,438.94	

The following is an estimated Manhour and Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the parcels are based on the TxDOT Right-of-Way Map. The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Precinct #1 on a percent complete basis as approved by Hidalgo County Est. #1. L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of the Work Order or as approved by Hidalgo County Precinct #1.

RIGHT-OF-WAY ACQUISITION SERVICES

Parcel No.	(*) Project Admin (Including Construction Support Services)	This Service Fee	This Service Fee	Appraisal	Appraisal Review	Appraisal Under	Negotiated	Closing	Retention	Retention	Disposal of	Parcel Totals
		Per Parcel	Per Parcel	Per Parcel	Per Parcel	Per Parcel (%)	Per Parcel	Per Parcel	Per Parcel	Per Parcel	Per Parcel	
1	\$1,238.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
2	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
3	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
4	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
5	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
6	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
7	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
8	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
9	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
10	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
11	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
12	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
13	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
14	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
15	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
16	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
17	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
18	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
19	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
20	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
21	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
22	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
23	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
24	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
25	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
26	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
27	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
28	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
29	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
30	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
31	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
32	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
33	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
34	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
35	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
36	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
37	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
38	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
39	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
40	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
41	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
42	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00
43	\$2,201.00	\$80.28	TXDOT	\$2,703.83	\$1,000.00	NA	\$3,528.66	\$368.63	TXDOT	TXDOT	TXDOT	\$11,163.00

The following is an estimated Manhour and Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the parcels are based on the TxDOT Right-of-Way Map. The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Precinct #1 - on a percent complete basis as approved by Hidalgo County Precinct #1. L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1.

RIGHT-OF-WAY ACQUISITION SERVICES

Parcel No.	(*) Project Address (including Condominium Support Services)	This Service 2nd Parcel	Title Retention Policy	Appraisal Per Parcel	Appraisal Review Per Parcel	Appraisal Update Per Parcel (*)	Notification Fee Per Parcel	Closing Services Per Parcel	Substation (Rebuild/Reloc) Per Substation	Substation (Reloc) Per Substation	Release of Property Per Parcel	Parcel Totals
41	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$13,300.00
42	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
43	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
44	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
45	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
46	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
47	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
48	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
49	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
50	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
51	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
52	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
53	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
54	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
55	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
56	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
57	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
58	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
59	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
60	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
61	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
62	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
63	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
64	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
65	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
66	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
67	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
68	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
69	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
70	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
71	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
72	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
73	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
74	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
75	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
76	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
77	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
78	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
79	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
80	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
81	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
82	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
83	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
84	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
85	\$2,200.00	\$800.00	TxDOT	\$2,700.00	\$1,000.00	N/A	\$3,500.00	\$300.00	TxDOT	TxDOT	TxDOT	\$10,500.00
TOTAL	\$20,250.00	\$81,500.00	80.00	\$239,500.00	\$85,000.00	\$172,000.00	\$297,500.00	\$25,000.00	80.00	\$1.00	80.00	\$804,350.00

(*) Appraisal Updates based on 33% of total parcels to require an appraisal update
 (***) Condominium support services based on 10.65% of parcels going to Enforcement Division Proceedings.

	UNIT	RATE	QTY	TOTAL
L & G ENGINEERING DIRECT EXPENSES				
Delivery expenses (subs. COUNTY and TxDOT etc)	EA	40.00	300	\$ 12,000.00
Auto Mileage	MI	\$0.345	4000	\$ 1,380.00
Airfare	TRIPS	\$200.000	0	\$ -
Rental Vehicle	DAY	\$80.000	0	\$ -
Per Diem	DAY	\$25.000	0	\$ -
Reproduction Costs	EA	0.20	10000	\$ 2,000.00
L & G ENGINEERING DIRECT EXPENSES				
				\$ 15,380.00

TOTAL L & G ENGINEERING PROJECT COSTS

\$1,250,188.24

ATTACHMENT "C"
 WORK SCHEDULE
 TITLE, APPRAISAL AND ACQUISITION PROCESS
 FM 1015

TASK AND DESCRIPTION	2005												2006												2007	
	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB					
TOTAL PARCELS = 85																										
Project Administration																										
Coordination with TXDOT																										
Preliminary Administrative & Acquisition Process																										
Title Commitments																										
Appraisal Reports																										
Appraisal Review Reports																										
Appraisal Update Reports																										
Approved Values by TXDOT																										
Acquisition Negotiation Offers																										
Title Curative Process																										
Title Commitment Updates																										
Acquisition Approved by TXDOT																										
Payments for Parcels																										
L & G Condemnation Support Process																										
Enherent Domain Proceedings by County																										
Title Insurance Policies - Negotiations/ED																										
Consummation of Outstanding Cases																										

TXDOT FUNCTION
 L&G FUNCTION
 HIDALGO COUNTY FUNCTION

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322105
INVOICE DATE: 01/31/07

BILL TO: 34
 Hidalgo County Pct #1
 902 Joe Stephens
 Weslaco, TX 78596

JOB: 060801
FM 88 ROW
 c/o County of Hidalgo PCT#1
 1902 Joe Stephens Ave.
 Weslaco, TX 78596

PO# 569911 Contract# C-06-145-03-06

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering Service for the month of January 2007.						
05001-Direct Expense	15,380.00	9,074.20	922.80	9,997.00	65.0	5,383.00
16401-Engineer Svc	121,869.00	71,902.71	7,312.14	79,214.85	65.0	42,654.15
60000-Row Acq Admin	183,000.00	89,670.00	8,601.00	98,271.00	53.7	84,729.00
60100-Title Services	34,200.00	7,660.80	1,915.20	9,576.00	28.0	24,624.00
60200-Appraisal Srv	77,300.00	37,877.00	2,319.00	40,196.00	52.0	37,104.00
60210-Appraisal Srv/Sub	76,600.00	37,534.00	2,298.00	39,832.00	52.0	36,768.00
60300-Appraisal Rvw	37,500.00	17,625.00	1,875.00	19,500.00	52.0	18,000.00
60310-Appraisal Rvw/Sub	19,500.00	9,165.00	975.00	10,140.00	52.0	9,360.00
60400-Parcel Negtion	199,500.00	41,895.00	5,985.00	47,880.00	24.0	151,620.00
60500-Clisng Srvs Fee	17,100.00		684.00	684.00	4.0	16,416.00
60600-Appraisal Update	8,550.00				0.0	8,550.00
TOTALS	790,499.00	322,403.71	32,887.14	355,290.85	44.9	435,208.15

ORIGINAL CONTRACT SUM \$ 790,499.00
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 790,499.00
 TOTAL COMPLETED TO DATE \$ 355,290.85
 LESS PREVIOUS INVOICES \$ 322,403.71

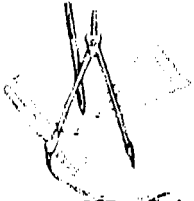
CURRENT PAYMENT DUE \$ 32,887.14

[Signature]
 PROJECT MANAGER'S SIGNATURE

NM
 6-1315-431-00-121-037-0-841
 PO 569911

INVOICE RECEIVED BY
[Signature] 01/31/07
 CHECKED BY
[Signature] 01/31/07

NM



L&G Engineering

Transportation Consultants

February 01, 2007

Hon. Sylvia S. Handy
Hidalgo County Commissioner, Pct. #1
Attn: Joseph Palacios
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: FM 88-From Mile 12 Rd. North to FM 1925
Work Authorization No. 1

Dear Commissioner Handy:

The attached submittal is our invoice for this Work Authorization for the month of January, 2007. We are attaching Work Order #1 for your reference. The following is attached:

- L & G's Invoice for Engineering and Right and Way Acquisition Services for project administration.
- Project Work Schedule
- Exhibit D Fee Schedule

This work authorization consists of the following tasks, identified as per the Texas Department of Transportation (TxDOT) function codes (FC) for engineering and right-of-way services:

Engineering Services & Direct Expenses: We have completed an overall percentage of 65% for the Engineering Services and Direct Expenses as outlined on the attached EXHIBIT D "Fee Schedule". These services have been closely coordinated with the Pct #1 staff and we have identified a percent complete for each task.

ROW Acquisition Administration: L & G Engineering-Transportation Consulting Engineers Right of Way Office has been set up and business functional at 2100 W. Expressway in Mercedes, Texas 78570 and staffed with a Project Manager, Office Manager, Right of Way Administrator, Right of Way Acquisition Manager, Acquisition Negotiators and an Office Administrative Technician. Our office is presently equipped with functional phones and utility services. We have under contract two State Certified Appraisers to perform the primary appraisal and review process for all parcels of this project. Furthermore, a local reputable title company (Sierra Title Co.) has been contracted to perform all of the title services for the project. They have already provided us with initial title commitments in accordance to TxDOT policy for all the parcels. We now invoice for this task in accordance to Exhibit "D"/Attachment "D" (fee schedule) item 1-Section a-(3) a monthly payment of 4.71% outlined in the attached referred schedule. Contractual Agreement for Right of Way Procurement between State (TxDOT) and the County of Hidalgo was approved by TxDOT's ROW Division in Austin on August 21, 2006. Pharr TxDOT District office has now provided the County with a project release dated September 27, 2006 for Phase I and a secondary release on January 8, 2007 for Phase II of this project. We have now completed 53.72% of this task.

Title Services: L & G Engineering is in receipt of fifty-three (53) initial Title Commitments from Sierra Title Company for this project. We are invoicing 5.6% for this task for the month of January, 2007. We have now completed 28% of this task.

Appraisal Services: We have selected the firm of Professional Appraisal Services to perform the primary appraisal reports for the approximate 54 parcels for this project. They have provided L&G Engineering with 28 out of 54 appraisal reports for this project. We have now completed 52% of this task for this project.

Appraisal Services Sub: Professional Appraisal Services has completed and provided L&G Engineering with 28 out of 54 appraisal review reports for this project. We have now completed 52% of this task for this project.

Appraisal Review: We have selected the firm of HLH Appraisal Services to perform the appraisal review for the approximate 54 parcels for this project as per TxDOT policy. They have provided L&G Engineering with 28 out of 54 appraisal review reports for this project. We have now completed 52% of this task for this project.

Appraisal Review Sub: HLH Appraisal Services has completed and provided L&G with 28 out of the 54 appraisal review reports for this project. We have now completed 52% of this task for this project.

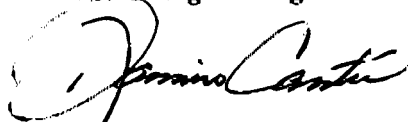
Parcel Negotiations: Negotiations for this project have begun and we now have presented 13 offers for this project. We have completed 24% of this task. We will not be invoicing for this task in January, 2007.

Closing Service Fee: We will conduct all closings as per Title Company and TxDOT requirements. We have now closed 2 out of the 54 parcels. We have completed 4% of this task.

Please contact me or Jacinto Garza, Project Manager at 956-565-9813 should you have any questions or concerns regarding this project.

Sincerely,

L & G Engineering



Ramiro Cantú
ROW Administrator

Attachments

EXHIBIT "C" ATTACHMENT "C"
WORK SCHEDULE
TITLE, APPRAISAL AND ACQUISITION PROCESS
FM 98

TASK AND DESCRIPTION	2006 - 2007																		
	Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13	Mo. 14	Mo. 15	Mo. 16	Mo. 17	Mo. 18	
ESTIMATED TOTAL PARCELS = 57																			
Project Administration																			
Coordination with TXDOT																			
Preliminary Administrative & Acquisition Process																			
Title Commitments																			
Appraisal Reports																			
Appraisal Review Reports																			
Appraisal Update Reports																			
Approved Values by TXDOT																			
Acquisition Negotiation Offers																			
Acquisition Negotiation Process																			
Title Commitment Updates																			
Acquisition Approved by TXDOT																			
Payments for Parcels																			
L&G Condemnation Support Process																			
Emergent Domain Proceedings by County																			
Title Insurance Policies - Negotiations/ED																			
Consummation of Outstanding Cases																			

TXDOT FUNCTION
L&G FUNCTION
HIDALGO COUNTY FUNCTION

The following is an estimated Manhour Cost for the Engineering Services and the Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the parcels are based on the TxDOT Right-of-Way Map. The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County - on a percent complete basis as approved by Hidalgo County Pct. #1. L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1

L&G ENGINEERING SERVICES

TASK	No. of sheets (estimated)	Project Manager	MANHOURS					Total
			ENV Specialist	Senior Engineer	Designer	Administrative Assistant		
1 Coordinate with TxDOT and County on Progress of Engineering Project	18 mod/ mths per month/2 persons	216	0	216	0	100	532	
2 Attend Pct #1 Meetings for bi-weekly for project update	88 mod/ mths per month/2 persons	216	0	216	0	100	532	
3 Refine Cost Estimates County Participation for Road	n/a	40	0	80	0	0	120	
4 Coordination with City of Elise	n/a	40	0	40	0	0	80	
5 Review for the proposed correction of the FM 1925 intersection (Proposed Freeway) with the needed ROW for the County to modify or comment on at the upcoming Public Meeting for FM 1925.	n/a	120	0	120	120	0	360	
5 Review five proposed county road intersections with Pct #1 on designing the county intersections to provide for the Bus turning movements and future county designation of roadways as arterials or collectors of the County Thoroughfare plan.	n/a	100	0	120	80	0	300	
5 Coordination with Hidalgo County and TxDOT on prioritizing the parcel acquisitions based on the proposed Traffic Control and proposed storm drainage and Suggests at the Intersection.	n/a	120	0	120	0	0	240	
5 Coordination with Hidalgo County Intergation District #9	n/a	40	0	40	0	0	80	
6 Coord with County to set up Temp Accounting for payment and reimbursement of lands used to pay parcels and further surtle to TxDOT for reimbursement	n/a	80	0	0	0	0	80	
7 Establish an acceptable process with Precinct 1 for Coord between Title Co. and County Auditors Office, County Clerk Office and Parcel Reimbursements by TxDOT.	n/a	80	0	0	0	0	80	
8 Coordinate and Review New Subdivision Maps that affect this project	n/a	0	0	0	60	0	60	
9 Coordinate and Review ROW Maps as provided by TxDOT	n/a	0	0	40	0	0	40	
	Subtotal	1442	0	912	280	200	2504	
Total Sheet/Labor Hours	0	1442	0	912	280	200	2404	
Contract Rates		\$ 50.00	\$ 43.00	\$ 44.00	\$ 33.00	\$ 17.50	\$ 108,324.00	
Direct Salary Cost		\$ 52,600.00	\$ -	\$ 43,648.00	\$ 8,580.00	\$ 3,500.00	\$ 108,324.00	
Overhead Multiplier		\$ 12.50%	\$ -	\$ 5,458.00	\$ 1,072.50	\$ 437.50	\$ 13,541.00	
Fixed Fee		\$ 6,575.00	\$ -	\$ 49,104.00	\$ 9,652.50	\$ 3,337.50	\$ 124,868.00	
Sub-Total Labor Costs		\$ 65,175.00	\$ -	\$ 49,104.00	\$ 9,652.50	\$ 3,337.50	\$ 124,868.00	

The following is an estimated Manhour and Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the parcels are based on the TxDOT Right-of-Way Map. The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Precinct #1 - on a percent complete basis as approved by Hidalgo County Pct. #1. L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1.

RIGHT-OF-WAY ACQUISITION SERVICES

Parcel No.	Project Month	1/8th Interest Fee Parcel	1/8th Interest Fee Parcel	Appraisal Services Fee Parcel	Appraisal Review Fee Parcel	Appraisal Update Fee Parcel (%)	Notification Fee Parcel	Closing Services Fee Parcel	Relocation (Residential) Fee/Relocation	Relocation (Business) Fee/Relocation	Disposal of Property Fee Parcel	Parcel Totals
1	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
2	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
3	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
4	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
5	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
6	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
7	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
8	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
9	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
10	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
11	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
12	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
13	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
14	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
15	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
16	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
17	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
18	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
19	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
20	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
21	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
22	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
23	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
24	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
25	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
26	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
27	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
28	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
29	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
30	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
31	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
32	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
33	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
34	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
35	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
36	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
37	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
38	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
39	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
40	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
41	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
42	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00
43	\$2,200.00	\$600.00	TKDOT	\$2,700.00	\$1,600.00	N/A	\$3,500.00	\$300.00	TKDOT	TKDOT	TKDOT	\$10,300.00

The following is an estimated Manhour and Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Free Schedule" of the contract. The man-hours are estimated and the parcels are based on the TDDOT Right-of-Way Map. The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Precinct #1 - on a percent complete basis as approved by Hidalgo County Precinct #1. LA&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1.

RIGHT-OF-WAY ACQUISITION SERVICES

Parcel No.	(*) Project Admin (including Condensation Support Services)	This Service Per Parcel	This Insurance Policy	Appraisal Services Per Parcel	Appraisal Update Per Parcel (†)	Negotiation Fees Per Parcel	Closing Services Per Parcel	Relocation (Relocated) Per Relocation	Relocation (Business) Per Relocation	Cost of Property Per Parcel	Parcel Total
41	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
45	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
46	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
47	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
48	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
49	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
50	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
51	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
52	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
53	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
54	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
55	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
56	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
57	\$2,200.00	\$600.00	TDDOT	\$2,700.00	\$1,000.00	\$1,500.00	\$100.00	TDDOT	TDDOT	\$0.00	\$10,300.00
* Condensation Support Services \$17,600.00											
Total of Work Anticipation \$142,200.00											

(*) Appraisal updates based on 33% of total parcels to require an appraisal update
 (**) Condensation support services based on 6 parcels going to Eminent Domain Proceedings (80 hrs total/per parcel condensation at \$120/hr).

L & G ENGINEERING DIRECT EXPENSES
 Delivery expenses (subs, COUNTY and TDDOT etc)
 Auto Mileage
 Airfare
 Rental Vehicle
 Per Diem
 Reproduction Costs
L & G ENGINEERING DIRECT EXPENSES

TOTAL L & G ENGINEERING PROJECT COSTS

UNIT	RATE	QTY	TOTAL
EA	\$40.00	300	\$12,000.00
MI	\$0.345	4000	\$1,380.00
TRIPS	\$200,000	0	-
DAY	\$50,000	0	-
DAY	\$26,800	0	-
EA	0.20	10000	\$2,000.00
			\$15,380.00

\$170,489.00

FM 88/Mile 12 Rd. North to FM 1925

**EXHIBIT "D"/
ATTACHMENT "D"****FEE SCHEDULE****Payment Schedule for General Engineer Services**

The Engineer will be paid for the work completed as identified on Attachment "B" Services to be Provided by the Engineer and paid for by Hidalgo County on a percent complete basis after the work is reviewed and approved by Hidalgo County Precinct #1.

Payment Schedule for Services Provided by the Acquisition Provider

- 1) Project Administration (includes coordination with County & State)
 - a) Payment
 - i) Full Project Office
 - (1) Lump Sum Basis (percent completed)
 - (2) Initial payment of 20% upon establishment of a project office with functional phone and utility services.
 - (3) Remainder paid out in equal monthly installments, starting the following month and continuing over remainder of project.
 - (4) Monthly billing to Hidalgo County PCT #1 will be required.
 - (5) Condemnation Support Services (Negotiations, Task, and Fees)
- 2) Title Services
 - a) Payment
 - i) Per Parcel basis. (percent completed)
- 3) Appraisal Services
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 4) Appraisal Review
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 5) Appraisal Update
 - a) Payment (percent completed)
 - i) Per Parcel Basis

FM 88/Mile 12 Rd. North to FM 1925

- 6) Negotiation Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis

- 7) Closing Service Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis

- 8) Relocation Fees- (N/A)

- 9) Disposal of Property- (N/A)

**JM Construction Change Order No. 1
CC REGULAR**

Date: 02/13/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Agenda Item

CAPTION

Requesting approval of Change Order No. 1 (increase) in connection with "**Primavera #1 Subdivision**" in the amount of \$7,941.00 from JM Construction, as recommended by project engineer R. Gutierrez Engineering Corp, and with authority for County Judge to execute document; **C-CAP-06-005-11-28**

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1311-431-00-122-568-0-734
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Avail. Bal. \$87,920.76

FISCAL YEAR: 2007 **ACCT. #:** 7-1311-431-00-122-568-0-733
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Avail. Bal. \$51,636.00

FISCAL YEAR: 2007 **ACCT. #:** 7-1202-431-00-122-006-0-734
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Agenda Item 2415 is a transfer to pay the remainder of the change order

Attachments

Link: [JM Construction Change Order No. 1](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 01:44 PM	APRV
2	Budget & Management	Dina Trevino	02/08/2007 04:40 PM	APRV
3	Sergio Cruz	Sergio Cruz	02/08/2007 05:26 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Rocio Villarreal **Started On:** 02/07/2007 02:18 PM
Final Approval Date:

CHANGE ORDER NUMBER ONE (1)

PROJECT: PRIMAVERA # 1 SUBDIVISION

DATE OF ISSUANCE: January 24, 2007 EFFECTIVE DATE: January 24, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2
 OWNER's Contract No.: C-CAP-06-005-11-28

CONTRACTOR: JM Construction ENGINEER: R. Gutierrez Engineering Corporation
3701 Jade Street 130 E. Park Ave.
Mercaderes, TX 78570 Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. 484 ITEM 683 LF of 18" RCP CL II was added
2. 484 ITEM 741 LF of 24" RCP CL/II was added
3. 464 ITEM 158 LF of 30" RCP CL/II was added
4. 260 ITEM 45 ton of Lime was removed
5. 260 ITEM 7,515 SY of Lime treatment Base was removed

Reason for Change Order:

1. Requested by Precinct # 2
2. Requested by Precinct # 2
3. Requested by Precinct # 2
4. Requested by Precinct # 2
5. Requested by Precinct # 2

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price	\$ 196,786.00	Original Contract Time for	
Net Changes from previous Change Order	\$ 0.00	Substantial Completion:	120 <small>calendar days or dates</small>
Contract Price prior to this Change Order	\$ 196,786.00	Net change from previous Change Order	0 <small>calendar days</small>
Net Increase (decrease) of this Change Order	\$ 7,941.00	Contract Time prior to this Change Order	
Contract Price with all approved Change Orders	\$ 206,707.90	Substantial Completion:	120 <small>calendar days or dates</small>
Net % Increase (decrease) from original contract price	4.00 %	Net Increase (decrease) of this Change Order	0 <small>calendar days</small>
		Contract Time with all approved Change Orders	
		Substantial Completion:	120 <small>calendar days or dates</small>

RECOMMENDED:
 By: [Signature] P.E.
Engineer (Authorized Signature)
 Date: 2/2/07

APPROVED:
 By: _____
Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: [Signature]
Contractor (Authorized Signature)
 Date: 2-5-07

CHANGE ORDER NO. 1 TABULATION
 HIDALGO COUNTY PRECINCT NO. 2
 PRIMIA VERGA #1 SUBDIVISION
 BID NUMBER-C-CAP-06-005-11-28

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
(908) ROADWAY								
164	1,337.00	1,337.00	SY	Cell Fiber Seeding (Temp/Warm)	\$ 0.75	\$ 1,002.75	0.00	1,002.75
164	1,337.00	1,337.00	SY	Cell Fiber Seeding (Temp/Cool)	\$ 0.80	\$ 1,069.60	0.00	1,069.60
164	2,674.00	2,674.00	SY	Cell Fiber Seeding (Perm/Urban/Clay)	\$ 0.95	\$ 2,540.30	0.00	2,540.30
166	0.013	0.013	TON	Fertilizer (6-8-8)	\$ 10,000.00	\$ 130.00	0.00	130.00
262	51.60	51.60	CY	Driveways Flexible Base (4") (TY PRB-1)	\$ 41.00	\$ 2,115.60	0.00	2,115.60
260	45.00	0.00	TON	Lime (TY A or B)	\$ 165.00	\$ 7,425.00	(7,425.00)	0.00
310	7,815.00	0.00	SY	Lime Treated Base (6")	\$ 5.00	\$ 39,075.00	(39,075.00)	0.00
310	1,389.00	1,389.00	GAL	Prime Coat (MC-30)	\$ 7.25	\$ 10,070.25	0.00	10,070.25
340	91.20	91.20	GAL	Prime Coat (MC-30)(Driveways)	\$ 7.25	\$ 661.20	0.00	661.20
340	594.00	594.00	TON	Asph. Conc. Pav. 1" "D"	\$ 91.00	\$ 54,054.00	0.00	54,054.00
340	25.20	25.20	TON	Asph. Conc. Pav. 1" "D" (1" Driveway)	\$ 91.00	\$ 2,293.20	0.00	2,293.20
502	2.00	2.00	MO	Barreling Signs & Traffic Handling	\$ 1,500.00	\$ 3,000.00	0.00	3,000.00
529	3,898.00	3,898.00	LF	Concrete Curb & Gutter (TY A)(Barriary)	\$ 9.00	\$ 35,082.00	0.00	35,082.00
530	552.00	552.00	SY	Concrete (CONCRETE)	\$ 53.00	\$ 29,256.00	0.00	29,256.00
560	1.00	1.00	EA	Mailboxes (Single)	\$ 225.00	\$ 225.00	0.00	225.00
560	9.00	9.00	EA	Mailboxes (Multiple)	\$ 375.00	\$ 3,375.00	0.00	3,375.00
644	6.00	6.00	EA	Small Redd Sign Assm (TY A)	\$ 300.00	\$ 1,800.00	0.00	1,800.00
5010	84.00	84.00	SY	Construction Exits (TY II)(Install)	\$ 15.00	\$ 1,260.00	0.00	1,260.00
5010	84.00	84.00	SY	Construction Exits (TY II)(Remove)	\$ 15.00	\$ 1,260.00	0.00	1,260.00
5249	384.00	384.00	LF	Temp Sediment Control Fence (Install)	\$ 8.00	\$ 3,072.00	0.00	3,072.00
Total Roadway :					\$ 198,766.90	\$ 1,465,000.00	\$ (46,500.00)	\$ 152,266.90

(909) DRAINAGE								
Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
464	0.00	683.00	LF	RCP (CLIIY18")	\$ 28.00	\$ -	19,124.00	19,124.00
464	0.00	741.00	LF	RCP (CLIIY24")	\$ 37.00	\$ -	27,417.00	27,417.00
464	0.00	158.00	LF	RCP (CLIIY30")	\$ 50.00	\$ -	7,900.00	7,900.00
Total Drainage :					\$ -	\$ -	\$ 54,441.00	\$ 54,441.00

TOTAL BASE AMOUNTS: \$ 198,766.90 \$ 7,941.00 \$ 206,707.90

F:\2007\ENR\909-Comp\hid\CONSTRUCTION\PAVEMENT REQUEST\CHANGE ORDER

2/6/2007 10:18 AM

**Inter-local Ageement between Precinct #2 and North Alamo Water Supply Corporation
CC REGULAR**

Date: 02/13/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of a Memorandum Of Understanding (MOU), subject to legal review, between Hidalgo County and North Alamo Water Supply Corporation (a non-profit corp.) for the: "I Road Waterline Relocation" with a projected cost of \$20,000.00.

BACKGROUND

MOU to be submitted to Agenda Coordinator.

Revenue & Expenditures

Attachments

Link: [1](#)

Link: [2](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 02:12 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 09:42 AM	APRV
3	Sergio Cruz	Sergio Cruz	02/09/2007 04:38 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Marty Salazar

Started On: 02/07/2007 04:14 PM

Final Approval Date:



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION OF

NORTH ALAMO WATER SUPPLY CORPORATION

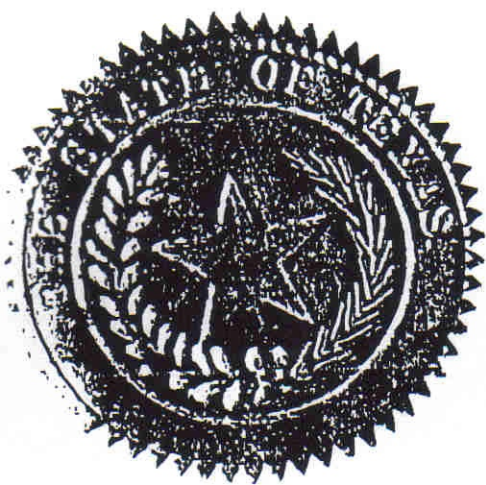
Charter No. 225489

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, and Article 1434a R. C. S. of Texas have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated July 13th, 19 66.

John L. Hill
Secretary of State



01/30/2007 11:07 MELDEN & HUNT INC.



MELDEN & HUNT INC

CONSULTANTS • ENGINEERS • SURVEYORS
LARRY L. SMITH • FRED L. KURTH • RUBEN CHAPA • ALLAN F. BOOE

Tuesday, January 30, 2007

North Alamo Water Supply Corporation
Attn: Mr. Steve Sanchez
420 S. Doolittle Road
Edinburg, Texas 78539

Re: I Road Waterline Relocation
Engineer's Cost Estimate

Dear Steve:

Per your request, below please find the estimated cost to relocate the 8" waterline on I Road from Earling Rd. south approximately 1,300 linear feet.

North Alamo Water Supply Corporation
Engineer's Estimate
8" Waterline Relocation on I Road south of Earling Rd.

Item	Description	Quantity	Unit	Unit Cost	Cost
1	8" PVC Pipe, AWWA C-900, DR15	1,293	LF.	\$ 13.50	\$ 17,455.50
2	8" Resilient Seated Gate Valve	1	EA.	\$ 970.00	\$ 970.00
3	8" 45° Bend, AWWA C-153	2	EA.	\$ 425.00	\$ 850.00
TOTAL					\$ 19,275.50

If you have any questions, please do not hesitate to contact me.

Sincerely,

Allan F. Booe
Allan F. Booe, P.E.



RECEIVED
FEB 01 2007

AI-2440

17.C.3.

McAllen Construction Change Order No. 1

CC REGULAR

Date: 02/13/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Agenda Item

CAPTION

Requesting approval of Change Order No. 1 (increase) in connection with "**Installation of 36-Inch RCP and Misc. Items**" in the amount of \$19,233.00 from McAllen Construction, and as recommended by project engineer R. Gutierrez Engineering Corp, and with authority for County Judge to execute document; **C-06-368-10-31**

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-006-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Acct provided by Pct. 2.

Attachments

Link: [McAllen Const. Change Order No. 1](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 01:54 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 09:46 AM	APRV
3	Sergio Cruz	Sergio Cruz	02/09/2007 04:37 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Rocio Villarreal

Started On: 02/07/2007 04:28 PM

Final Approval Date:

CHANGE ORDER NUMBER ONE (1)

PROJECT: CULVERT CROSSING MILITARY HWY

DATE OF ISSUANCE: January 24, 2007 EFFECTIVE DATE: January 24, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-06-366-10-31

CONTRACTOR: McAllen Construction ENGINEER: R. Gutierrez Engineering Corporation

P.O. Box 3244 130 E. Park Ave.

McAllen, TX 78502 Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. 164 ITEM Was reduced from 96 SY to 68 SY for a total Reduction of 32 SY
2. 340 ITEM Asphalt pavement was increased from 208 TN to 248 TN for a net increase of 42 TN.
3. 354 ITEM Plain Asphalt Was Reduced from 2,188 SY to 728 SY for a total Reduction of 1,461 SY
4. 400 ITEM Cement Stabilized was Reduced from 285 CY to 423 CY for a total Reduction of 70 CY
5. 400 ITEM Cut and Restore was Reduced from 360 SY to 188 SY for a total Reduction of 172 SY
6. 528 ITEM Concrete Valley Gutter was increased from 8 LF to 12 LF for a total increase of 4 LF
7. 400 ITEM Structural Excavation was increased from 948 CY to 1,240 CY for a total increase of 294 CY
8. 402 ITEM Trench Excavation Protection was increased from 282 LF to 332 LF for a total increase of 40 LF
9. 999 ITEM Unload 5'x4' 175LF of Concrete Boxes was added
10. 999 ITEM Work around utilities was added
11. 496 ITEM Remove 178 LF of 24" RCP was added
12. 496 ITEM Remove Existing Manhole was added
13. 465 ITEM A Concrete Junction was Added

Reason for Change Order:

1. Quantity was adjusted to better fit field conditions
2. Quantity was adjusted to better fit field conditions
3. Quantity was adjusted to better fit field conditions
4. Quantity was adjusted to better fit field conditions
5. Quantity was adjusted to better fit field conditions
6. Quantity was adjusted to better fit field conditions
7. Quantity was adjusted to better fit field conditions
8. Quantity was adjusted to better fit field conditions
9. Item was added to comply with 25 YR Rain Event
10. Item was added due to the size of new structures
11. Item was added to meet field condition
12. Item was added to meet field conditions
13. Item was added to connect all existing storm sewer system

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price	\$ 342,603.00	Original Contract Time for	
Net Change from previous Change Order	\$ 0.00	Substantial Completion:	120 calendar days or dates
Contract Price prior to this Change Order	\$ 342,603.00	Net change from previous Change Order	0 calendar days
Net Increase (Decrease) of this Change Order	\$ 19,223.00	Contract Time prior to this Change Order	
Contract Price with all approved Change Orders	\$ 361,826.00	Substantial Completion:	120 calendar days or dates
Net % Increase (Decrease) from original contract price	5.60 %	Net Increase (Decrease) of this Change Order	0 calendar days
		Contract Time with all approved Change Orders	
		Substantial Completion:	120 calendar days or dates

RECOMMENDED:
 By: [Signature] P.E.
 Engineer (Authorized Signature)
 Date: 2/6/07

APPROVED:
 By: _____
 Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: _____
 Contractor (Authorized Signature)
 Date: _____

CHANGE ORDER NO. 1 TABULATION
 HIDALGO COUNTY PRECINCT NO. 2
 INSTALLATION OF 36-INCH RCP AND MISCELLANEOUS ITEMS
 BID NUMBER: C-06-368-10-31

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
(906) ROADWAY								
104	80.00	80.00	LF	Remove Concrete (C&G)	\$ 15.00	\$ 1,200.00	0.00	\$ 1,200.00
164	98.00	66.00	SY	Cell Fiber Seeding (Temp) (Warm)	\$ 21.00	\$ 2,058.00	(672.00)	\$ 1,386.00
164	194.00	132.00	SY	Cell Fiber Seeding (Perma) (Urbam) (Clay)	\$ 21.00	\$ 4,074.00	(1,302.00)	\$ 2,772.00
310	670.00	670.00	GAL	Asph. (A-C-10)	\$ 4.50	\$ 3,015.00	0.00	\$ 3,015.00
340	206.00	248.00	TON	Asph. Conc. Pav. Ty "D" (1.5")	\$ 98.00	\$ 20,188.00	4,116.00	\$ 24,304.00
354	2,189.00	728.00	SY	Plane Asph. Conc. Pav. (0" to 1.5")	\$ 5.00	\$ 10,945.00	(7,305.00)	\$ 3,640.00
400	493.00	423.00	CY	Cement Stabilized Backfill	\$ 96.00	\$ 47,328.00	(6,720.00)	\$ 40,608.00
400	360.00	188.00	SY	Cur and Restore Pavement	\$ 50.00	\$ 18,000.00	(8,600.00)	\$ 9,400.00
502	2.50	2.50	MO	Barriacdes Signs & Traffic Handling	\$ 12,000.00	\$ 30,000.00	0.00	\$ 30,000.00
526	8.00	12.00	LF	Concrete Valley Gutter (2')	\$ 345.00	\$ 2,760.00	1,380.00	\$ 4,140.00
529	80.00	80.00	LF	Concrete Curb & Gutter (Ty A) (Barrier)	\$ 75.00	\$ 6,000.00	0.00	\$ 6,000.00
540	50.00	50.00	LF	Metal Beam Guard Fence	\$ 49.00	\$ 2,450.00	0.00	\$ 2,450.00
542	50.00	50.00	LF	Remove Metal Beam Guard Fence	\$ 8.00	\$ 400.00	0.00	\$ 400.00
666	428.00	134.00	LF	Retl. Pav. Mkt. Ty I (W) (4") (Sld) (90Mft)	\$ 4.00	\$ 1,712.00	0.00	\$ 1,712.00
666	134.00	428.00	LF	Retl. Pav. Mkt. Ty I (W) (4") (Bk) (90Mft)	\$ 5.00	\$ 2,140.00	0.00	\$ 2,140.00
666	428.00	428.00	LF	Retl. Pav. Mkt. Ty I (V) (4") (Sld) (90Mft)	\$ 15.00	\$ 6,420.00	0.00	\$ 6,420.00
666	134.00	134.00	LF	Retl. Pav. Mkt. Ty I (V) (4") (Bk) (90Mft)	\$ 25.00	\$ 3,350.00	0.00	\$ 3,350.00
672	18.00	18.00	EA	Rats. Pav. Mkt. Cl B (Red) Ty H-C	\$ 12.00	\$ 216.00	0.00	\$ 216.00
672	18.00	18.00	EA	Rats. Pav. Mkt. Cl B (Red) Ty H A-A	\$ 12.00	\$ 216.00	0.00	\$ 216.00
506	168.00	168.00	SY	Construction Exits (Ty II) (Unstall)	\$ 24.00	\$ 4,032.00	0.00	\$ 4,032.00
506	168.00	168.00	SY	Construction Exits (Ty II) (Remove)	\$ 14.00	\$ 2,352.00	0.00	\$ 2,352.00
506	96.00	96.00	LF	Temp Sediment Control Fence (Install)	\$ 17.00	\$ 1,632.00	0.00	\$ 1,632.00
					Total Roadway:	\$ 169,018.00	\$ (19,103.00)	\$ 149,915.00

(906) DRAINAGE								
Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
400	946.00	1,240.00	CY	Structural Excavation	\$ 52.00	\$ 49,192.00	15,288.00	\$ 64,480.00
402	292.00	332.00	LF	Trench Excavation Protection	\$ 76.00	\$ 22,192.00	3,040.00	\$ 25,232.00
464	292.00	292.00	LF	RCP (CL IV) (36" (Unstallation Only)	\$ 350.00	\$ 102,200.00	0.00	\$ 102,200.00
999	0.00	178.00	LF	Unholed Concrete Box 57x4'	\$ 10.75	\$ -	1,913.50	\$ 1,913.50
999	0.00	1.00	LS	Work Around Existing Utilities	\$ 4,795.00	\$ -	4,795.00	\$ 4,795.00
496	0.00	178.00	LF	Remove 24" RCP	\$ 15.25	\$ -	2,714.50	\$ 2,714.50
496	0.00	1.00	EA	Remove Manhole	\$ 575.00	\$ -	575.00	\$ 575.00
465	0.00	1.00	EA	Concrete Junction Box	\$ 10,000.00	\$ -	10,000.00	\$ 10,000.00
					Total Drainage:	\$ 173,584.00	\$ 38,326.00	\$ 211,910.00
					TOTAL BASE AMOUNTS:	\$ 342,602.00	\$ 19,223.00	\$ 361,825.00

F:\000RE\0650-Comp\0650\CONSTRUCTION\PAVEMENT REQUEST\CHANGE ORDER

2/7/07 3:33 PM

AI-2449

17.C.4.

**Request for Payment R. Gutierrez Invoice 2162
CC REGULAR**

Date: 02/13/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment for invoice no. 2162 in the amount of \$12,682.34 and invoice no. 2163 in the amount of \$21,764.68, from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, "N. San Juan Park Project and So. I Rd Project" with authority for Auditor to issue payment after review, audit and processing procedures completed.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
PO 564667 for invoice no. 2162 Avail. Bal \$15,751.37

FISCAL YEAR: 2007 **ACCT. #:** 7-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
PO 566278 for invoice no. 2163 Avail. Bal. \$435.71 (\$25,000.00 transfer pending - AI # 2415)

Attachments

Link: [R. Gutierrez Invoices](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 01:54 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 10:25 AM	APRV
3	Sergio Cruz	Sergio Cruz	02/09/2007 03:08 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Rocio Villarreal **Started On:** 02/07/2007 04:53 PM

Final Approval Date:

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2163
Thursday, February 01, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG99.014 So. "I" Rd.

Professional Services for the Period: 1/12/2007 to 1/31/2007

Billing Group: 01 Phased % of Construction
South "I" Road

Contract #: C-06-130-09-07 (PO#566278)

Billing Fee: \$853,516.69

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Phase I - Schematic Phase (Part 1)	25,361.08	2.97	100.00	25,361.08	25,361.08	0.00
Phase I - Schematic Phase (Part 2)	35,790.12	4.19	100.00	35,790.12	35,790.12	0.00
Phase I - Schematic Phase (Part 3)	66,876.30	7.84	100.00	66,876.30	66,876.30	0.00
Phase II - Design Phase (Part 1)	143,712.81	16.84	98.00	140,838.55	136,527.17	4,311.38
Phase II - Design Phase (Part 2)	202,810.67	23.76	98.00	198,754.46	192,670.14	6,084.32
Phase II - Design Phase (Part 3)	378,965.71	44.40	98.00	371,386.40	360,017.42	11,368.98

Total Phases: \$21,764.68

Phase Billing Totals: \$21,764.68

HP
566278
7-1202-431-00-122-006-0-841

Billing Group Subtotal: 21,764.68

Project Totals:

*** Total Project Invoice Amount:

\$21,764.68

Ramiro Gutierrez
Ramiro Gutierrez
President

INVOICE RECEIVED BY: *[Signature]* ON *2/2/07*
GOODS/SERVICES RECEIVED BY: *[Signature]* ON *2/2/07*

R. Gutierrez Engineering Corporation

February 2, 2007

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: South "I" Road - Invoice
ENG99.014

Dear Commissioner Palacios:

I am submitting an invoice along with this letter to explain the amount of work accomplished on the above referenced project. The work for Phase I of the South "I" Road project is 100% complete and the work for Phase II is 98% complete. The percent complete breakdown is shown below.

First of all, the project is divided into three parts: Part 1 is from Moore Road, south to Rancho Blanco Road. Part 2 is from FM 3072 (Dicker Road), on the south end, north, to Rancho Blanco Road on the north end. Part 3 is from US 281 (Military Road), on the south end, north to FM 3072 (Dicker Road) on the north end.

PHASE I

A detailed breakdown of the work involved in Phase I (Schematic Design and Right-of-Way Map) along with approximate percentage of the total work involved in each step is shown below:

- Step 1 - Obtain topographic survey. (30%)
- Step 2 - Plot topographic survey. (10%)
- Step 3 - Prepare preliminary design of proposed roadway and right-of-way. (20%)
- Step 4 - Plot properties as described in Title Reports or Subdivision Plats. (10%)
- Step 5 - Prepare final design of proposed roadway and right-of-way. (10%)
- Step 6 - Develop parcel sketches and right-of-way map for use in acquiring right-of-way. (20%)

The work to date for Phase I on South "I" Road is shown below.

The north section (Part 1 & 2) is approximately 64% of the total length of the project. We have completed step 1, 2, 3, 4, 5, and 6 for this project, or 100% of Phase I. ($100\% \times 64\% = 64\%$)

The south section (Part 3) is approximately 36% of the total length of the project. We have completed steps 1, 2, 3, 4, 5, and 6 for this project, or 100% of Phase I. ($100\% \times 36\% = 36\%$).

Combining both the south and north sections, this indicates that the South "T" Road project is 100% complete for Phase I ($64\% + 36\% = 100\%$).

PHASE II

A detailed breakdown of the work involved in Phase II (Design Phase) along with approximate percentage of the total length of the project is shown below:

The north section (Part 1 & 2) is approximately 64% of the total length of the project. We have completed 100% of the design phase for this section of the project. ($100\% \times 64\% = 64\%$)

The south section (Part 3) is approximately 36% of the total length of the project. We have completed 95% of the design phase for this section of the project. ($95\% \times 36\% = 34\%$).

Combining both the south and north sections, this indicates that the South "T" Road project is 98% complete for Phase II ($64\% + 34\% = 98\%$).

The fee balance remaining for this project using the current construction cost estimates is approximately \$14,510.00. I have attached construction cost summaries for Parts 1 & 2 and an engineer's cost estimate for Part 3 for your use. If you have any questions, please call Ramiro Gutierrez or myself at 956-782-2557 so that we may discuss them. You can also call Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

attachments

cc: Files

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2162
Wednesday, January 31, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG03.024c North San Juan Park-ConstStkg

Professional Services for the Period: 9/1/2006 to 12/31/2006

Billing Group: 08 Phased Fixed Fee

Sep '06 - Dec '06

Contract #: PO#564667

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
September 2006	2,516.95	19.85	100.00	2,516.95	0.00	2,516.95
October 2006	4,078.24	32.16	100.00	4,078.24	0.00	4,078.24
November 2006	3,153.38	24.86	100.00	3,153.38	0.00	3,153.38
December 2006	2,933.77	23.13	100.00	2,933.77	0.00	2,933.77
Total Phases:						\$12,682.34

Billing Fee: \$12,682.34

Phase Billing Totals: \$12,682.34

Billing Group Subtotal: 12,682.34

Project Totals:

*** Total Project Invoice Amount:

\$12,682.34

Ramiro Gutierrez

Ramiro Gutierrez
President

INVOICE RECEIVED BY: *[Signature]* ON *2/1/07*

GOODS/SERVICES RECEIVED BY: *[Signature]* ON *2/1/07*

R. Gutierrez Engineering Corporation

January 31, 2007

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: North San Juan Park Construction Staking – Invoice
ENG03.024c

Dear Commissioner Palacios:

I am submitting an invoice for the construction administration and staking for North San Juan Park. This project is billed on an hourly basis per employee. I am providing a breakdown of the hours worked by month for the period of September 2006 to December 2006.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez
Engineering Corporation

North San Juan Park

September 2006

Construction Staking Hourly Charges

DATE				Total Due for Month
Employee Name:	M. Huitron	L. Nava	R. Gutierrez	
2-Sep-2006				
4-Sep-2006				
6-Sep-2006		2.0	1.5	
8-Sep-2006				
10-Sep-2006				
12-Sep-2006		1.0		
14-Sep-2006				
16-Sep-2006				
18-Sep-2006				
20-Sep-2006		2.0		
22-Sep-2006				
24-Sep-2006				
26-Sep-2006				
28-Sep-2006		1.0	1.0	
30-Sep-2006				
Total Hours Worked:	0.0	11.0	5.0	
Hourly Salary:	\$25.98	\$44.24	\$76.92	
Overhead Multiplier:	1.6263	1.6263	1.6263	
Monthly Salary Paid:	\$0.00	\$1,278.06	\$1,010.07	
Fee Earned (Salary + 10%	\$0.00	\$1,405.87	\$1,111.08	\$2,516.95

R. Gutierrez
Engineering Corporation

North San Juan Park

October 2006

Construction Staking Hourly Charges

DATE				Total Due for Month
Employee Name:	M. Huitron	L. Nava	R. Gutierrez	
2-Oct-2006				
4-Oct-2006		1.5		
6-Oct-2006				
8-Oct-2006				
10-Oct-2006				
12-Oct-2006				
14-Oct-2006				
16-Oct-2006				
18-Oct-2006				
20-Oct-2006				
22-Oct-2006				
24-Oct-2006		2.0		
26-Oct-2006				
28-Oct-2006				
30-Oct-2006		2.0	1.0	
Total Hours Worked:	0.0	18.0	8.0	
Hourly Salary:	\$25.98	\$44.24	\$76.92	
Overhead Multiplier:	1.6263	1.6263	1.6263	
Monthly Salary Paid:	\$0.00	\$2,091.38	\$1,616.12	
Fee Earned (Salary + 10%):	\$0.00	\$2,300.51	\$1,777.73	\$4,078.24

R. Gutierrez
Engineering Corporation

North San Juan Park

November 2006

Construction Staking Hourly Charges

DATE	Employee Name:			Total Due for Month
	M. Huitron	L. Nava	R. Gutierrez	
2-Nov-2006				
4-Nov-2006				
6-Nov-2006		1.5		
8-Nov-2006		2.0		
10-Nov-2006	1.5			
12-Nov-2006				
14-Nov-2006				
16-Nov-2006				
18-Nov-2006				
20-Nov-2006			2.0	
22-Nov-2006				
24-Nov-2006				
26-Nov-2006				
28-Nov-2006		1.5		
30-Nov-2006		2.0		
Total Hours Worked:	4.0	14.5	4.5	
Hourly Salary:	\$25.98	\$44.24	\$76.92	
Overhead Multiplier:	1.6263	1.6263	1.6263	
Monthly Salary Paid:	\$272.93	\$1,684.72	\$909.07	
Fee Earned (Salary + 10%):	\$300.22	\$1,853.19	\$999.97	\$3,153.38

R. Gutierrez
Engineering Corporation

North San Juan Park

December 2006

Construction Staking Hourly Charges

DATE				Total Due for Month
Employee Name:	M. Huitron	L. Nava	R. Gutierrez	
2-Dec-2006				
4-Dec-2006		1.5		
6-Dec-2006		2.0		
8-Dec-2006				
10-Dec-2006				
12-Dec-2006		4.0	1.0	
14-Dec-2006		3.5	1.0	
16-Dec-2006				
18-Dec-2006				
20-Dec-2006		2.0	1.0	
22-Dec-2006				
24-Dec-2006				
26-Dec-2006				
28-Dec-2006				
30-Dec-2006				
Total Hours Worked:	0.0	16.0	4.0	
Hourly Salary:	\$25.98	\$44.24	\$76.92	
Overhead Multiplier:	1.6263	1.6263	1.6263	
Monthly Salary Paid:	\$0.00	\$1,859.00	\$808.06	
Fee Earned (Salary + 10%):	\$0.00	\$2,044.90	\$888.87	\$2,933.77

**AIA Document B141- Between Owner and Architect
CC REGULAR**

Date: 02/13/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of the proposed/negotiated AIA Document B141, Standard Form of Agreement Between Owner (Hidalgo County) and Architect (V-A Architecture) with Standard Form of Architect's Services (subject to legal review) for the design and construction of additional offices for Hidalgo County Precinct #4

BACKGROUND

Note: 1) V-A Architecture was selected and ranked (after scoring of three firms) from the County's approved "Pool" of architects on 1-16-07;
2) Proposed agreement/document will be attached to this agenda item if received prior to agenda closing.

Revenue & Expenditures

Attachments

Link: [2007 Exp Rpt-Pct 4-Obj 334](#)

Link: [part 1](#)

Link: [part 2](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/08/2007 01:47 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 09:40 AM	APRV
3	Dale Kennan	Dale Kennan	02/09/2007 11:40 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Marty Salazar

Started On: 02/07/2007 03:49 PM

Final Approval Date:

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1204 R&B PRECINCT NO.4							
7-1204-431-00-124-007-0-334	PCT.4 P/U RD-ENGINEER & ARCHITECT SRV	17,667.50	1,333.75	.00	.00	16,333.75	7.55
7-1204-431-00-124-008-0-334	PCT.4 LATERAL ROAD-ENGINEER & ARCHITECT	5,000.00	.00	.00	.00	5,000.00	.00
	1204 R&B PRECINCT NO.4	22,667.50	1,333.75	.00	.00	21,333.75	5.88
1310 BORDER COLONIA ACCESS PROGRAM							
7-1310-431-00-124-081-0-334	PCT.4-ACACIA-ENG&ARCH SRV	560.28	560.28	.00	.00	.00	100.00
7-1310-431-00-124-086-0-334	PCT.4-BAR 2/CACTUS-ENG&ARCH SRV	280.30	280.30	.00	.00	.00	100.00
7-1310-431-00-124-087-0-334	PCT.4-BAR 2/MESQUITE-ENG&ARCH SRV	280.30	280.30	.00	.00	.00	100.00
7-1310-431-00-124-088-0-334	PCT.4-BAR 5/ELIZABETH-ENG&ARCH SRV	278.29	278.29	.00	.00	.00	100.00
7-1310-431-00-124-089-0-334	PCT.4-BAR 5/ELAINE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00	100.00
7-1310-431-00-124-090-0-334	PCT.4-BAR 5/YVONNE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00	100.00
7-1310-431-00-124-094-0-334	PCT.4-EVANGELINE/ADAM-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00
7-1310-431-00-124-095-0-334	PCT.4-EVANGELINE/DESERT-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00
7-1310-431-00-124-096-0-334	PCT.4-EVANGELINE/G.MOLINA-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00
7-1310-431-00-124-097-0-334	PCT.4-FAYSVILLE-ENG&ARCH SRV	327.79	327.79	.00	.00	.00	100.00
7-1310-431-00-124-102-0-334	PCT.4-LOS TERRAZOS-ENG&ARCH SRV	402.28	402.28	.00	.00	.00	100.00
7-1310-431-00-124-103-0-334	PCT.4-MEADOW LANDS/TERRY-ENG&ARCH SRV	170.86	170.86	.00	.00	.00	100.00
7-1310-431-00-124-113-0-334	PCT.4-SEMINARY EST-ENG&ARCH SRV	298.28	298.28	.00	.00	.00	100.00
7-1310-431-00-124-460-0-334	PCT.4-RANCHO NUEVO/N BARRADA-ENG&ARCH SR	30.51	30.51	.00	.00	.00	100.00
	1310 BORDER COLONIA ACCESS PROGRAM	3,696.46	3,696.46	.00	.00	.00	100.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
7-1311-431-00-124-070-0-334	BAR VI-ENG & ARCH SRV	4,794.20	1,500.00	.00	.00	3,294.20	31.29
7-1311-431-00-124-128-0-334	CALMA ESTATES-ENG & ARCH SRV	1,379.70	636.50	.00	.00	743.20	46.13
7-1311-431-00-124-129-0-334	CALMA ESTATES #2-ENG & ARCH SRV	1,954.55	907.25	.00	.00	1,047.30	46.42
7-1311-431-00-124-130-0-334	CALMA ESTATES #3-ENG & ARCH SRV	1,252.90	579.50	.00	.00	673.40	46.25
7-1311-431-00-124-155-0-334	CITRUS CITY LAKE-ENG & ARCH SRV	2,591.50	1,197.00	.00	.00	1,394.50	46.19
7-1311-431-00-124-167-0-334	COLONIA BIG 5 -ENG & ARCH SRV	18,229.90	5,655.00	.00	.00	12,574.90	31.02
7-1311-431-00-124-363-1-334	L & R GARZA-ENG & ARCH SRV	1,805.25	831.25	.00	.00	974.00	46.05
7-1311-431-00-124-482-0-334	MORNING SIDE ESTATES-ENG & ARCH SRV	1,060.10	355.00	.00	.00	705.10	33.49
7-1311-431-00-124-541-0-334	PALMA S/D #1-ENG & ARCH SRV	4,011.25	1,857.25	.00	.00	2,154.00	46.30
7-1311-431-00-124-543-0-334	PALMA S/D #2-ENG & ARCH SRV	3,839.15	1,771.75	.00	.00	2,067.40	46.15
7-1311-431-00-124-585-1-334	RAMBO ESTATES-ENG & ARCH SRV	1,937.10	893.00	.00	.00	1,044.10	46.10
7-1311-431-00-124-612-0-334	RENA RAE S/D-ENG & ARCH SRV	5,125.80	2,365.50	.00	.00	2,760.30	46.15
7-1311-431-00-124-785-0-334	VILLA DEL MUNDO-ENG & ARCH SRV	8,313.20	2,810.00	.00	.00	5,503.20	33.80

Hidalgo County

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
7-1311-431-00-124-793-0-334 WARE COUNTY-ENG & ARCH SRV	1,667.00	779.00	.00	.00	888.00	46.73
1311 BORDER COLONIA ACCESS PROGRAM ROUND II	57,961.60	22,138.00	.00	.00	35,823.60	38.19
1332 CERT OF OBLIG,SERIES 2002						
7-1332-431-00-124-017-0-334 C.O.,2002-R&B PCT.4-ENG & ARCH SRV	11,886.37	.00	.00	.00	11,886.37	.00
7-1332-431-00-124-025-0-334 C.O.,2002-PCT4 OUTER LOOP-ENG & ARCH SRV	214,884.75	214,884.75	.00	.00	.00	100.00
1332 CERT OF OBLIG,SERIES 2002	226,771.12	214,884.75	.00	.00	11,886.37	94.76
1334 CERT OF OBLIG,SERIES 2004						
7-1334-431-00-124-020-0-334 C.O.,2004-PCT 4-ENG & ARCH SERVICES	700,000.00	.00	.00	.00	700,000.00	.00
7-1334-431-00-124-027-0-334 C.O.,2004-PCT4-TRENTON RD-ENG & ARCH SRV	50,000.00	50,000.00	.00	.00	.00	100.00
1334 CERT OF OBLIG,SERIES 2004	750,000.00	50,000.00	.00	.00	700,000.00	6.67
7 YEAR	1,061,096.68	292,052.96	.00	.00	769,043.72	27.52

AI-2378

17.E.1.

**Approval of request for payment Application No. 05 from Spacemaker Construction
CC REGULAR**

Date: 02/13/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Approval of request for payment Application No. 05 in the amount of \$ 44,033.00 from Spacemaker Construction contracted vendor for: "Construction of a Sally Port and Backup Power" contract No. C-06-089-07-25 PO No. 571345 and certified for payment by project architect (AGADC) Alcocer Garcia Associates DC contract No. C-04-116-03-23 PO No. 555744 (6-089)

BACKGROUND

Spacemaker Construction Application and Certificate for Payment No. 05

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-423-0-020-015-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$133,250.00 available balance P.O. # 571345 as of 02/08/2007

Attachments

Link: [Approval of request for payment Application No. 05 from Spacemaker](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/07/2007 02:51 PM	APRV
2	Budget & Management	Damaris San Miguel	02/07/2007 03:35 PM	APRV
3	Sergio Cruz	Sergio Cruz	02/08/2007 09:26 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Juan Tapia

Started On: 02/05/2007 09:14 AM

Final Approval Date:

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Hidalgo County Purchasing
 Hidalgo Administration Building
 Edinburg, TX. 78539

PROJECT: Sally Port & Backup Power
 PO# 571345 contract#060890725
 06-089

SUBMITTED FROM: Spacemaker Construction
 7830 East Canton Road
 Edinburg, TX 78539

ARCHITECT: Alcocer Garcia Associates Design
 1335 East Jasmine Avenue
 McAllen, TX. 78501

CONTRACT FOR: General Construction

APPLICATION NO: 05
 PERIOD TO: 1/31/07
 PROJECT NO: 0608
 ARCH PROJ NO: 6/20/06
 CONTRACT DATE: 1/31/07
 APPLICATION DATE: 1/31/07
 INVOICE NO: 05

Distribution To:

OWNER	
ARCHITECT	X
CONTRACTOR	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM.....	\$	575,000.00
NET CHANGE BY CHANGE ORDERS	\$	
CONTRACT SUM TO DATE	\$	575,000.00
TOTAL COMPLETED AND STORED TO DATE	\$	488,100.00
RETAINAGE:		
5 % OF COMPLETED WORK \$	24,405.00	
5 % OF STORED MATERIAL \$	0.00	
TOTAL RETAINAGE	\$	24,405.00
TOTAL EARNED LESS RETAINAGE	\$	463,695.00
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	\$	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	419,662.00
CURRENT PAYMENT DUE	\$	44,033.00
BALANCE TO FINISH INCLUDING RETAINAGE	\$	111,305.00

(See Attached Pages for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Spacemaker Construction

By: *Ronald D. Petsch*
 Ronald D. Petsch

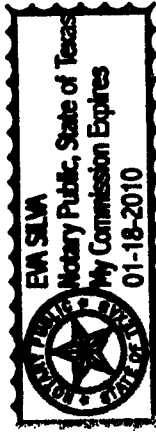
State of: Texas

County of: Hidalgo

Subscribed and sworn to before

me this January 31, 2007

Date: January 31, 2007



NOTARY PUBLIC: *Eva Silva*

My Commission Expires: 1-18-2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on the observations and the data comprising this application, the Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is eligible for payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 44,033.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets are subject to conform to the amount certified.)

ARCHITECT: Alcocer Garcia Associates Design Consult.

By: *George Adairia*

Date: 2-2-07

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Hidalgo County Purchasing
Hidalgo Administration Building
Edinburg, TX. 78539

PROJECT: Sally Port & Backup Power
PO# 571345 contract#060890725

APPLICATION NO: 05
APPLICATION DATE: 1/31/07
PERIOD TO: 1/31/07
PROJECT NO: 0608
CONTRACT DATE: 6/20/06
INVOICE NO: 05

DISTRIBUTION TO:

OWNER
X ARCHITECT
CONTRACTOR

SUBMITTED FROM: Spacemaker Construction
7830 East Canton Road
Edinburg, TX 78539

ARCHITECT: Alcocer Garcia Associates Design
1335 East Jasmine Avenue
McAllen, TX. 78501

CONTRACT FOR: General Construction ARCH PROJ NO:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from Owner, and that current payment shown herein is now due.

ORIGINAL CONTRACT SUM \$ 575,000.00
NET CHANGE BY CHANGE ORDERS (See Attached CO List) \$
CONTRACT SUM TO DATE \$ 575,000.00
TOTAL COMPLETED AND STORED TO DATE \$ 488,100.00

WAIVER & RELEASE OF LIEN


Whereas the undersigned Contractor has provided labor, services, materials, or equipment for 5 % OF COMPLETED WORK \$ 24,405.00 the above project, under an agreement with the Owner.

5 % OF STORED MATERIAL \$ 0.00

The Undersigned does hereby waive and release all bond claims, liens, claims, or right of claim, TOTAL RETAINAGE \$ 24,405.00 or right of lien, statutory or otherwise, against the property, project, Owner, or any other person or entity who is or may be claimed to be liable, or any sureties, for labor, services, materials, or equipment, together with any previous payment(s) already received but excluding any indicated herein, to the extent of payment received, as LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER \$ 0.00 retainage or any labor, services, materials, or equipment provided after the application period date stated above. The undersigned agrees that in exchange for receipt of the above amount LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 419,662.00 for labor, services, materials, or equipment as described herein, he does hereby grant this CURRENT PAYMENT DUE \$ 44,033.00 release unconditionally.

The person signing below does hereby certify that he/she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Spacemaker Construction

Signed: 

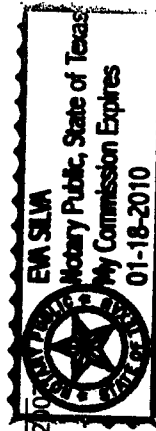
Name, Title: Ronald D. Petsch

Dated: January 31, 2007

State of: Texas

County of: Hidalgo

Subscribed and sworn to before me this: 1/31/2010



NOTARY PUBLIC:

Signed: 

My Commission Expires: 1-18-2010

ORIGINAL CONTRACT PAGE 2.1

SUBMITTED FROM: Spacemaker Construction
 7830 East Canton Road
 Edinburg, TX 78539

PROJECT: Sally Port & Backup Power

PAGE NO: 2.1 OF: 2

APPLICATION NUMBER: 05

CONTRACTOR'S PROJECT NO: 0608

APPLICATION DATE: 1/31/07

ARCHITECT'S PROJECT NO:

PERIOD FROM: 1/1/07 TO: 1/31/07

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F	G	H	I
			PREVIOUS APPLICATIONS	WORK COMPLETED THIS APPLICATION	WORK COMPLETED WORK IN PLACE	STORED MATERIALS				
01	01.0 - General Conditions	38,500.00	29,600.00	3,000.00	0.00	32,600.00	85%	5,900.00	1,630.00	
02	01.1 - Insurance bonds & permit	14,500.00	14,500.00			14,500.00	100%	0.00	725.00	
03	01.2 - Mobilization	5,000.00	5,000.00			5,000.00	100%	0.00	250.00	
04	02.0 - Earthwork / demo	10,000.00	4,000.00	5,000.00		9,000.00	90%	1,000.00	450.00	
05	02.1 - Concrete footings	18,000.00	18,000.00			18,000.00	100%	0.00	900.00	
06	03.0 - Concrete flatwork /	20,000.00		18,000.00		18,000.00	90%	2,000.00	900.00	
07	04.0 - Masonry	18,000.00	18,000.00	10,000.00		18,000.00	100%	0.00	900.00	
08	04.0 - Granite allowance	18,000.00				18,000.00	100%	0.00	900.00	
09	05.0 - Steel canopy	19,000.00				10,000.00	56%	8,000.00	500.00	
10	06.0 - Rough Carpentry	3,000.00	3,000.00			3,000.00	100%	0.00	0.00	
11	07.1 - Lath / Plaster	17,000.00	17,000.00			17,000.00	100%	0.00	150.00	
12	09.5 - Painting	10,000.00					0%	0.00	850.00	
13	10.0 - Specialties	3,000.00					0%	0.00	0.00	
14	11.0 - Security Gate materials	195,000.00	189,650.00	5,350.00		195,000.00	100%	3,000.00	0.00	
15	11.1 - Security Gate labor	100,000.00	87,000.00			87,000.00	87%	13,000.00	9,750.00	
16	16.0 - Electrical	65,000.00	56,000.00	5,000.00		61,000.00	94%	4,000.00	4,350.00	
17	Betterment allowance	8,000.00					0%	8,000.00	3,050.00	
18	Electrical allowance	8,000.00					0%	8,000.00	0.00	
19	Site utility allowance	5,000.00					0%	5,000.00	0.00	
Contract Page 2.1 Totals		\$575,000.00	\$441,750.00	\$46,350.00	\$0.00	\$488,100.00	85%	\$86,900.00	\$24,405.00	

AI-2450

17.E.2.

**Award of Quote for Labor Only Drainage Improvements - New Adult Probation Bldg.
CC REGULAR**

Date: 02/13/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Buildings and Grounds

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Presentation of recommendation from project engineer, Hinojosa Engineering for the award of quotes and/or proposals received (for labor only) in connection with "Drainage Improvements for the New Adult Probation Parking Lot".

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1301-423-20-320-017-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$225,740.14 available balance as of 02/09/2007

Attachments

Link: [adult_prob_bldg](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/08/2007 08:36 AM	APRV
2	Sergio Cruz	Sergio Cruz	02/09/2007 09:39 AM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:35 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Marty Salazar

Started On: 02/07/2007 04:58 PM

Final Approval Date:



HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying

February 7, 2007

Martha Salazar
Hidalgo County Purchasing Department
County of Hidalgo, Texas

RE: Letter of Recommendation

PROJECT: **Hidalgo County – Adult Probation Building**

Dear Martha,

We are in receipt of the quotes provided by your office for the Storm Sewer work to be performed at the above-referenced project, one from Unique Utilities Construction for \$16,360.00 and another from Jamail Construction for \$16,275.00. Based on this information, even though Jamail Construction is \$85.00 less than Unique Utilities Construction, we recommend Unique Utilities Construction because of their familiarity with existing utilities including gas, water and sewer. For the record, Unique Utilities Construction installed the water and sewer services to the building as a subcontractor to Descon Construction, Inc. the General Contractor for this project.

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

BID TABULATION FOR HIDALGO COUNTY ADULT PROBATION STORM SEWER INSTALLATION

		UNIQUE UTILITIES CONST.	
Item Number	Estimated Quantity	Unit Price (Labor Only)	Total Figures
1	195.0000	\$ 15.00	\$ 2,925.00
2	110.0000	\$ 18.50	\$ 2,035.00
3	2	\$ 1,125.00	\$ 2,250.00
4	1	\$ 1,550.00	\$ 1,550.00
5	8	\$ 950.00	\$ 7,600.00
TOTAL AMOUNT			\$ 16,360.00
JAMAIL CONST.			\$16,275.00

JAN-12-2007 15:46

HINOJOSA ENG.

P.03/03

Date: April 17, 2006

Engineers Estimate of Probable Cost
05-228 New Adult Probation Building

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL
Paving Improvements					
1	1 1/2" R.M.A.C. Overlay	13,042	SY	=	\$0.00
2	1 1/2" R.M.A.C.	6,386	SY	=	\$0.00
3	2" Compacted Flexible Base	6,386	SY	=	\$0.00
4	4" Subgrade	6,386	SY	=	\$0.00
5	18" Concrete Curb and Gutter	700	LF	=	\$0.00
6	4" Concrete Curb	50	LF	=	\$0.00
				Subtotal	\$0.00
Minor Improvements					
1	Remove Existing Concrete Walks, Curb, and Retaining Wall	1	LS	=	\$0.00
2	4" Reinforced Concrete Sidewalk	695	SY	=	\$0.00
3	24" Sidewalk Drainage Openings	11	EA	=	\$0.00
4	Handicap Access Ramp	7	EA	=	\$0.00
				Subtotal	\$0.00
Drainage Improvements					
1	24" PVC 27'-21' Section	195	LF	\$15.00	\$0.00
2	24" BOP III Rubber of Right Line	110	LF	18.50	\$0.00
3	Grass Inlet	2	EA	125.00	\$0.00
4	Adjust Grass Inlet	1	EA	350.00	\$0.00
5	Reinforce Inlet Per CAST	8	EA	450.00	\$0.00
				Subtotal	\$0.00
Water Main Improvements					
1	3" PVC	1,162	LF	=	\$0.00
2	8" x 4" Tee	1	EA	=	\$0.00
3	8" x 6" Tee	1	EA	=	\$0.00
4	8" x 8" Tee	1	EA	=	\$0.00
5	8" 90 degree Bend	1	EA	=	\$0.00
6	2" x 4" Reducer	1	EA	=	\$0.00
7	Flow Hydrant w/ 6" Valve	1	EA	=	\$0.00
8	Water Meter Assembly w/ Box and Cover	1	EA	=	\$0.00
9	Back Flow Preventer (Within Vault)	2	EA	=	\$0.00
				Subtotal	\$0.00
Sanitary Sewer Improvements					
1	48" Man Hole	1	EA	=	\$0.00
2	Clean Out	3	EA	=	\$0.00
3	8" Sanitary Sewer Line	650	LF	=	\$0.00
				Subtotal	\$0.00
Erosion and Sediment Control					
1	Erosion and Sediment Control	12	MO	=	\$0.00
				Subtotal	\$0.00
PROJECT TOTAL					\$0.00

Labor only.
16, 360.00

CC

TRAFFIC LIGHTS GRASSES

2/1/07
FROM: Fax # 380-38

Attn: Mr. Daniel Flores
Fax # 318-2648

UNIQUE UTILITIES CONSTRUCTION
P.O. BOX 2862
EDINBURG, TX 78540
c/o Juan Vasquez
239-3071
TOTAL P.03



February 5, 2007

Mr Juan Tapia
Hidalgo County Purchasing Dept
Admin Bldg, 100 East Cano, 4th Floor.
Edinburg, TX 78540

Reference: Proposal for UG Utility Work (Storm Drains & Inlets) at the new Hidalgo County Adult Probation Center Building.

Dear Tapia,

As per your verbal request. The following offer reflects work to be considered under the "Buyboard" method of procuring construction services. All work shall be performed as per the plans supplied by Hinojosa Engineering and the quantity list (Engineer's Estimate of Probable Cost) provided by Hidalgo County. All materials for this project are to be supplied by Hidalgo County Building and Grounds Dept.

All work shall be consistent with local industry standards and all Code requirements. The work shall bear the standard guarantees effective the date of substantial completion.

A proposal breakdown spreadsheet can be supplied at later date for the sake of expediency this letter of proposal was supplied. Work on this project can commence immediately upon the receipt of a Purchase Order and supplying of the needed material by Hidalgo County.

Scope of Work:

Supply all Labor and Equipment to install the following listed UG utility work. This proposal is for labor and equipment costs ONLY. Hidalgo County is to supply all needed material to perform the work. Scope includes all excavation and backfilling as required to perform the work.

- 1) Lay 195' lineal feet of 24" PVC pipe.
- 2) Lay 110" Lineal feet of 24" RCP pipe.
- 3) Install two (2) grate Inlets.
- 4) Install Eight (8) Beehive Inlets.
- 5) Adjust (raise) the top elevation of One (1) existing grate inlet.

Exclusions

Any work not covered in the scope of work.

PROPOSAL AMOUNT

SIXTEEN THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS-
\$16, 275.00.

Thank you for considering Jamail Construction and the Buyboard

Sincerely,

Kent Van Eman

Kent Van Eman
Regional Project Manager
Jamail Construction

CORPORATE
16875 Diana Lane
Houston, TX 77058
281.461 7075 ph
281.461 7260 fax

HOUSTON
228 McCarty
Bldg. #1724
Houston, TX 77029
713.842 1565 ph
713.874 0814 fax

GALVESTON
5710 Stewart Road
Suite 101
Galveston, TX 77551
409.741 8365 ph
409.741 9455 fax

AUSTIN
8868 Research Blvd
Suite 102
Austin, TX 78758
512.288.1200 ph
512.571.7949 fax

DALLAS/FORT WORTH
1430 Regal Row
Suite 320
Dallas, Texas 75247-3800
214.879.1990 ph
214.879.1998 fax

KILLEEN
501 W Elms Road
Suite 11
Killeen, TX 76542
254.528.7598 ph
254.528.0729 fax

RIO GRANDE VALLEY
502 E. Expressway 83
Suite C
Weslaco, TX 78396
956.447.8282 ph
956.447.8208 fax

SAN ANTONIO
121 Interpark
Suite 701
San Antonio, TX 78216
210.515.1902 ph
210.515.1304 fax

juan tapia

From: Manuel Ornelas [mornelas@jamailsmith.com]
Sent: Thursday, February 08, 2007 9:05 AM
To: juan tapia
Cc: Kent Van Eman
Subject: Adult Probation Building Utilities Project Proposal Rescission.

Dear Juan,

Pertaining to the proposal for the above mentioned project in the amount of Sixteen-Thousand-Two-Hundred-Seventy-Five dollars and no cents (\$16,275.00) submitted to your office on Monday, Feb. 5, 2007. Jamail Construction respectfully rescinds and retrieves that proposal. Thank you for the opportunity to propose the project and we look forward to being considered for future County projects.

Respectfully,

Manuel M. Ornelas
Project Manager



1121 W. Van Buren
Harlingen, TX 78550
956-425-4160 office
956-425-4435 fax
956-650-0644 cell
www.jamailsmith.com

AI-2398
BCAP PRECINCT NO 1
CC REGULAR

17.F.1.

Date: 02/13/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.1

Agenda Item

CAPTION

Presentation for discussion, consideration and approval to execute a professional engineering services contract with PROFESSIONAL SERVICE INDUSTRIES, INC. for Border Colonia Access Program projects "Professional Engineering Services for Construction Material Testing," for Precinct No. 1 as approved for negotiations on CC 01/16/07.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** Various BCAP accounts
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
See attached expense report for funding availability.

Attachments

Link: [Precinct No 1](#)
Link: [2007 Pct 1 BCAP-Obj 334 & 731](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/09/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 05:11 PM	APRV
3	Dale Kennan	Dale Kennan	02/12/2007 08:48 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Laura Moya

Started On: 02/07/2007 10:55 AM

Final Approval Date:

THE STATE OF TEXAS
COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-07-005-00-00

THIS AGREEMENT is made effective the ____ day of _____, 2007 by and between the
**HIDALGO COUNTY , TEXAS, ("County") PRECINT #1 and PROFESSIONAL SERVICE
INDUSTRIES, INC.,** a Delaware Corporation. ("Laboratory")

WITNESSETH:

WHEREAS, part of the responsibilities vested in the County pursuant to required
"Construction Materials Testing-Colonia Access Program Projects"; and

WHEREAS, County has determined that the services of professional engineers are
sometimes necessary to carry out the required services; and

WHEREAS, pursuant to Article 664-4, " The Professional Service Act," Texas Government
Code, the County requested proposals from professional engineers to assist the County by providing
material testing services; and

WHEREAS, the County has selected the Laboratory to provide construction materials
testing services within the County of Hidalgo, Texas.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein
contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** Laboratory agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Laboratory." The County will provide to Laboratory the services described in exhibit "B", "Services to be Provided by County."

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate on June 31, 2008 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County for each work order.

3. **Compensation.** The maximum amount payable under this Contract shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 hereof.

4. **Progress.** Upon acceptance of a work order, the Laboratory shall undertake and complete the authorized work. The County or the Laboratory can request conferences to be provided at the Laboratory's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Laboratory, or 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 the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Laboratory unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the contract 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 contract. 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," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be executed, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units

by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the 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 contract 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 contract.

9. **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 Contract. Notwithstanding the foregoing sentence, Laboratory represents and maintains that 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.

10. **Voluntary Termination.** Laboratory and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon giving of thirty (30) day prior written notice to other party.

11. **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 Department a certificate issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate on June 31, 2008.

14. **Conflict.** Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Laboratory fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Laboratory.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

18. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **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 Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not

limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: Professional Service Industries, Inc.
2020 North Loop 499 Suit 302
Harlingen, Texas 78550

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.

22. **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 Contract.

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

24. **Gender.** All pronouns used in this Contract 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.

25. **Authority.** The execution and performance of this Contract by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

26. **Laboratory's Seal.** All documents and data furnished by the Laboratory to the County shall bear the Engineer's professional seal.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: Professional Service Industries, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court ____ / ____ / 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct # 1 –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 engineer.
- 4) Review all material designs as requested by the OWNER and/or project design engineer.
- 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 Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "B"

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 Engineer.
- 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 Engineer 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 engineer.



February 6, 2007

Hidalgo County Purchasing Department
100 E. Cano 4th Floor
Edinburg, Texas 78539

Attn: Mrs. Laura L. Renteria-Moya

Re: Construction Materials Testing
Colonia Access program Projects
Hidalgo County Texas

Dear Mrs. Laura L. Renteria-Moya:

Professional Service Industries, Inc. (PSI) is pleased to provide the following Schedule of Services and Fees for Construction Materials Testing for **Construction Materials Testing-Colonia Access program Projects in Hidalgo County**, Texas. PSI proposes to provide experienced technical personnel to perform the testing as per your request.

We propose to provide experienced technical personnel to perform the necessary testing and inspection services in general accordance with the project specifications. It is proposed that the fees for the performance of inspection services on this project be determined on a unit price basis. All work will be performed in accordance with the Schedule of Services and Fees and PSI General Conditions, which are enclosed and incorporated into this proposal. Estimates on page 4 of 6 are based on those tests itemized only. Final billing is determined by actual technical time expended and laboratory tests performed.

PSI will proceed with the work on the basis of verbal authorization; however, please sign and return one (1) copy of this proposal intact. When returning the proposal, please complete the attached Project Data Sheet so that your file can be properly established. Please provide a set of plans and specifications for this project.

Mrs. Laura L. Renteria-Moya
February 6, 2007
Page 2 of 4

PSI appreciates the opportunity to offer its services to your project and looks forward to working with you during the construction phase. Please feel free to contact our office should you have any questions regarding this proposal.

Respectfully submitted,
Professional Service Industries, Inc.

Rudy Martinez
Branch Manager

Attachments: Schedule of Services and Fees
 Project Data Sheet
 General Conditions

AGREED TO THIS _____ DAY OF _____, 2003

BY: _____

(signature)

NAME: _____

(print)

TITLE: _____

FIRM: _____



CONTRACTUAL AGREEMENTS

The following qualifications to our proposal and scope of services apply unless otherwise addressed in the proposal.

1. Unit prices are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
1. Our scope of services includes the total maximum number of unit projects. Testing in excess of this amount will be billed in accordance with the applicable unit rates.
2. Overtime rates will be applicable for services performed in excess of eight (8) hours per day Monday through Friday and for all hours worked on Saturdays, Sundays and holidays. The overtime rate will be 1.5 times the applicable hourly rate.
3. Rates involving mileage (including transportation, mobilization and trip charges) are subject to change based upon increases in the national average gasoline price.
4. A minimum of three (3) densities and/or one (1) set of cylinders will be completed during each request for these services.
5. Scheduling or cancellation of field testing and observation services is required no less than the working prior to the date the services are to be performed. Services cancelled without advance notice will be assessed a minimum 2 hour charge.
6. A charge that approximates 10 percent of the monthly invoice amount will be billed to schedule and supervise personnel and evaluate and review reports.
7. Retaining will not be held for our services.
8. Services and fees not listed on this schedule may be quoted on request.



PROFESSIONAL SERVICE INDUSTRIES, INC.
SCHEDULE OF SERVICES & FEES
Standard Rate Sheet
August 2007

Laboratory Testing Services

Laboratory compression testing of concrete cylinders delivered to our laboratory in accordance with ASTM procedures and project specifications.

- a. Testing and reporting (Minimum 4 cylinders) Each \$12.00
- b. Reserves not tested..... Each \$8.00

Flexural Testing of beams delivered to our laboratory in accordance with ASTM procedures and project specifications Each \$28.00

Moisture density relationship of soil

- a. ASTM D-698 (Standard Proctor) Each \$135.00
- b. ASTM D-1557 (Modified Proctor) Each \$140.00

Atterberg limits determination..... Each \$60.00

Grain size analysis, mechanical Each \$60.00

Percent passing #200 sieve Each \$45.00

Asphaltic concrete testing

- a. Molding specimens (3 specimens)..... Per Set \$60.00
- b. Density (3 specimens)..... Per Set \$60.00
- c. Monitor Asphalt Placement..... Per Hour \$35.00
- d. Extraction and gradation..... Each \$120.00
- e. Asphalt core..... Each \$35.00
- f. Asphalt Lab Density..... Each \$25.00
- g. Theoretical..... Each \$55.00

Field Testing Services

Engineering Technician to perform:

- a. Concrete batch plant inspection
 - b. Concrete field inspection & molding concrete cylinders
 - c. Concrete pipe or precast plant inspection
 - d. Field observation & testing of fill operations
- Engineering Technician (minimum 2 hours)..... Per Hour \$30.00
Overtime Per Hour \$45.00

PSI Field Testing Services, continued...

Senior Engineering Technician to perform:

- a. Asphalt batch plant inspection
 - b. Soil-cement or lime stabilization inspection
 - c. Structural steel & visual welding inspection
 - d. Post Tension Cable Inspection
 - e. Drilled pier and/or pile installation inspection
- | | | |
|---|----------|---------|
| Senior Engineering Technician (minimum 2 hours) | Per Hour | \$40.00 |
| Overtime | Per Hour | \$55.00 |

In-Place Nuclear Density Tests (Minimum 3 per trip)..... Each \$30.00

Trip Charges:

- a. Within 5 mile radius of laboratory..... Per Trip -0-
- b. Over 5 miles from laboratory..... Per Trip \$60.00

Engineering Services

Engineering services for test evaluation, contract administration, supervision of laboratory and field personnel and consultation

- a. Principal of Firm
 - b. Project Senior Engineer.....
 - c. Staff Engineer.....
 - d. Project Manager.....
 - e. Report Review
- | | | |
|-------|----------|----------|
| | Per Hour | \$200.00 |
| | Per Hour | \$150.00 |
| | Per Hour | \$125.00 |
| | Per Hour | \$65.00 |
| | Per Hour | \$55.00 |

Remarks

Services and fees not listed above will be quoted on request.

Overtime rates will be applicable for any hours worked exclusive of 8:00 a.m. to 5:00 p.m. Monday through Friday and for all hours worked on Saturdays, Sundays, or holidays.

PROFESSIONAL SERVICE INDUSTRIES, INC.
PROJECT DATA SHEET
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

1. Project Name: _____
2. Project Location: _____
3. Your Job No.: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Number and Distribution of Reports:

<input type="checkbox"/> Copies To: _____ _____ _____	<input type="checkbox"/> Copies To: _____ _____ _____
Attn: _____	Attn: _____

<input type="checkbox"/> Copies To: _____ _____ _____	<input type="checkbox"/> Copies To: _____ _____ _____
Attn: _____	Attn: _____
6. Invoicing Address: _____
Attn: _____



GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal at these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the price quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work hereunder, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
- 6. RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.
- 8. PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives an rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
- 9. WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER.**
- 10. INDEMNITY:** Subject to the foregoing limitations, PSI agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
- 11. TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.
- 12. EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
- 13. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 14. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 15. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER

PRODUCER

Marsh USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103
Attn: Contract.reviewcss@marsh.com/ 212-948-1308

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A ZURICH AMERICAN INS. CO.
- COMPANY
B
- COMPANY
C
- COMPANY
D

J19623-PSI-GAW-06-07

INSURED

PROFESSIONAL SERVICE INDUSTRIES, INC.
CORPORATE OFFICE
1901 S. MEYERS ROAD, SUITE 400
OAKBROOK TERRACE, IL 60181

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO 6580471-15	03/01/06	03/01/07	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> PROD/COMPLETED OPS				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL				MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	BAP 6580472-15 (AOS)	03/01/06	03/01/07	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 6580421-15 (AOS)	03/01/06	03/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		WC 9302890-04 (MA, WI)	03/01/06	03/01/07	EL EACH ACCIDENT \$ 1,000,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$ 1,000,000
	OTHER				EL DISEASE-EACH EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE

MARSH USA INC.

BY:

MM1(3/02)

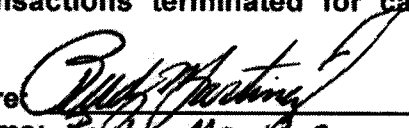
Mary Rudasinski

VALID AS OF:

**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: Rudy Marshall
Title: Branch Manager
Telephone Number: (951) 423-6826
Date: 2-6-07

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

Rudy Martinez

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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

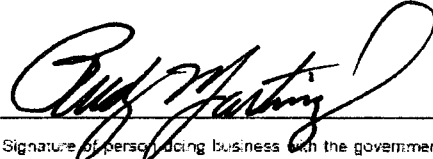
No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

none

7


Signature of person doing business with the governmental entity

2-7-07

Date

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM						
7-1310-431-00-121-175-0-731 PCT.1-V&C/R.CAVAZOS-ROADS	1,587.94	.00	.00	.00	1,587.94	.00
7-1310-431-00-121-344-0-731 PCT.1-AGUA DULCE/PALM-ROADS	3,837.67	.00	.00	.00	3,837.67	.00
7-1310-431-00-121-345-0-731 PCT.1-AGUA DULCE/EBONY-ROADS	2,961.63	.00	.00	.00	2,961.63	.00
7-1310-431-00-121-347-0-731 PCT.1-BAR 7-ROADS	1,246.37	.00	.00	.00	1,246.37	.00
7-1310-431-00-121-380-0-731 PCT.1-MESQUITE 1-ROADS	6,189.75	.00	.00	.00	6,189.75	.00
7-1310-431-00-121-393-0-731 PCT.1-R C BABB 4-ROADS	349.42	.00	.00	.00	349.42	.00
7-1310-431-00-121-394-0-334 PCT.1-RAMOSVILLE-ENG&ARCH SRV	266.50	.00	.00	.00	266.50	.00
7-1310-431-00-121-394-0-731 PCT.1-RAMOSVILLE-ROADS	23,032.79	.00	.00	.00	23,032.79	.00
7-1310-431-00-121-397-0-334 PCT.1-SAENZ-ENG&ARCH SRV	403.10	.00	.00	.00	403.10	.00
7-1310-431-00-121-397-0-731 PCT.1-SAENZ-ROADS	30,958.35	.00	.00	.00	30,958.35	.00
7-1310-431-00-121-400-0-731 PCT.1-SUNRISE-ROADS	6,136.65	.00	.00	.00	6,136.65	.00
7-1310-431-00-121-401-0-334 PCT.1-SUNRISE HILL/J.OLIVAREZ-ENG&ARCH S	571.06	.00	.00	.00	571.06	.00
7-1310-431-00-121-401-0-731 PCT.1-SUNRISE HILL/J.OLIVAREZ-ROADS	50,674.28	.00	.00	.00	50,674.28	.00
7-1310-431-00-121-402-0-334 PCT.1-SUNRISE HILL/R.GUERRA-ENG&ARCH SRV	506.88	.00	.00	.00	506.88	.00
7-1310-431-00-121-402-0-731 PCT.1-SUNRISE HILL/R.GUERRA-ROADS	43,066.97	.00	.00	.00	43,066.97	.00
7-1310-431-00-121-403-0-334 PCT.1-SUNRISE HILL/R.GONZALEZ-ENG&ARCH S	506.88	.00	.00	.00	506.88	.00
7-1310-431-00-121-403-0-731 PCT.1-SUNRISE HILL/R.GONZALEZ-ROADS	43,066.97	.00	.00	.00	43,066.97	.00
7-1310-431-00-121-404-0-334 PCT.1-TROPICAL FARMS/SAMOA-ENG&ARCH SRV	2,237.28	.00	.00	.00	2,237.28	.00
7-1310-431-00-121-404-0-731 PCT.1-TROPICAL FARMS/SAMOA-ROADS	44,225.96	.00	.00	.00	44,225.96	.00
7-1310-431-00-121-405-0-731 PCT.1-TROPICAL FARMS/TAHITI-ROADS	34,932.73	.00	.00	.00	34,932.73	.00
7-1310-431-00-121-412-0-731 PCT.1-VILLA VERDE/BOUGANVILLEA-ROADS	2,287.97	.00	.00	.00	2,287.97	.00
7-1310-431-00-121-413-0-731 PCT.1-VILLA VERDE/CLAVEL-ROADS	1,573.19	.00	.00	.00	1,573.19	.00
7-1310-431-00-121-414-0-731 PCT.1-VILLA VERDE/PETUNIA-ROADS	5,715.60	.00	.00	.00	5,715.60	.00
7-1310-431-00-121-415-0-731 PCT.1-VILLA VERDE/24TH-ROADS	930.78	.00	.00	.00	930.78	.00
7-1310-431-00-121-416-0-731 PCT.1-VILLA VERDE/25TH-ROADS	909.25	.00	.00	.00	909.25	.00
7-1310-431-00-121-417-0-731 PCT.1-VILLA VERDE/TULIPANA-ROADS	1,497.61	.00	.00	.00	1,497.61	.00
7-1310-431-00-121-437-0-731 PCT.1-BLANCA HEIGHTS-ROADS	3,385.35	.00	.00	.00	3,385.35	.00
7-1310-431-00-121-441-0-731 PCT.1-LA MESA-ROADS	14,026.77	.00	.00	.00	14,026.77	.00
7-1310-431-00-121-442-0-731 PCT.1-LA PALMA 1-ROADS	3,511.08	.00	.00	.00	3,511.08	.00
7-1310-431-00-121-446-0-731 PCT.1-LA QUINTA EST 2-ROADS	2,323.09	.00	.00	.00	2,323.09	.00
7-1310-431-00-121-447-0-731 PCT.1-LLANO GRANDE/LANTANA-ROADS	4,685.32	.00	.00	.00	4,685.32	.00
7-1310-431-00-121-449-0-731 PCT.1-LLANO GRANDE/PALMETTO-ROADS	2,437.57	.00	.00	.00	2,437.57	.00
1310 BORDER COLONIA ACCESS PROGRAM	340,042.76	.00	.00	.00	340,042.76	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
7-1311-431-00-121-019-1-334	AGUA DULCE-ENG & ARCH SRV	1,237.01	354.35	.00	.00	882.66 28.65
7-1311-431-00-121-066-0-334	BAR #3-ENG & ARCH SRV	2,326.02	2,258.50	.00	.00	67.52 97.10
7-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH SRV	3,857.08	1,101.67	.00	.00	2,755.41 28.56
7-1311-431-00-121-103-1-334	BERNAL HEIGHTS #1-ENG & ARCH SRV	1,068.48	306.07	.00	.00	762.41 28.65
7-1311-431-00-121-105-1-334	BERNAL-ENG & ARCH SRV	1,985.14	568.65	.00	.00	1,416.49 28.65
7-1311-431-00-121-132-0-334	CANA DE AZUCAR-ENG & ARCH SRV	2,212.83	633.89	.00	.00	1,578.94 28.65
7-1311-431-00-121-137-0-334	CAPISALLO PARK-ENG & ARCH SRV	2,635.87	.00	.00	.00	2,635.87 .00
7-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	624.41	178.86	.00	.00	445.55 28.64
7-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	2,008.65	575.40	.00	.00	1,433.25 28.65
7-1311-431-00-121-244-0-334	EL MESQUITE-ENG & ARCH SRV	2,745.60	786.50	.00	.00	1,959.10 28.65
7-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	3,057.99	875.98	.00	.00	2,182.01 28.65
7-1311-431-00-121-318-1-334	HIGH LAND-ENG & ARCH SRV	2,947.31	844.28	.00	.00	2,103.03 28.65
7-1311-431-00-121-368-0-334	LA BLANCA HEIGHTS-ENG & ARCH SRV	3,231.22	925.89	.00	.00	2,305.33 28.65
7-1311-431-00-121-391-0-334	LA PALMA S/D-ENG & ARCH SRV	4,650.91	1,332.29	.00	.00	3,318.62 28.65
7-1311-431-00-121-392-0-334	LA PALOMA #1-ENG & ARCH SRV	5,466.51	1,565.92	.00	.00	3,900.59 28.65
7-1311-431-00-121-495-0-334	NORTH CAPISALLO-ENG & ARCH SRV	1,820.14	521.39	.00	.00	1,298.75 28.65
7-1311-431-00-121-509-1-334	OLD REBEL HEIGHTS-ENG & ARCH SRV	4,304.55	1,233.06	616.53	616.53	2,454.96 42.97
7-1311-431-00-121-510-1-334	OLD REBEL HEIGHTS II-ENG & ARCH SRV	4,203.93	1,204.26	602.13	602.13	2,397.54 42.97
7-1311-431-00-121-571-0-334	PUESTA DEL SOL-ENG & ARCH SRV	7,137.77	2,044.69	.00	.00	5,093.08 28.65
7-1311-431-00-121-575-0-334	RC BABB #1-ENG & ARCH SRV	946.88	271.23	.00	.00	675.65 28.64
7-1311-431-00-121-576-0-334	RC BABB #2-ENG & ARCH SRV	1,863.78	533.89	.00	.00	1,329.89 28.65
7-1311-431-00-121-577-0-334	RC BABB #3-ENG & ARCH SRV	605.82	173.53	.00	.00	432.29 28.64
7-1311-431-00-121-631-0-334	ROSEDALE HEIGHTS-ENG & ARCH SRV	3,688.20	1,056.51	528.26	528.26	2,103.43 42.97
7-1311-431-00-121-865-1-334	DIMAS #1-ENG & ARCH SRV	1,935.60	554.48	.00	.00	1,381.12 28.65
7-1311-431-00-121-897-1-334	MEL GRAY-ENG & ARCH SRV	10,998.46	3,150.59	.00	.00	7,847.87 28.65
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		77,560.16	23,051.88	1,746.92	1,746.92	52,761.36 31.97
7 YEAR		417,602.92	23,051.88	1,746.92	1,746.92	392,804.12 5.94

AI-2399
BCAP PRECINCT NO 2
CC REGULAR

17.G.1.

Date: 02/13/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Agenda Item

CAPTION

A. Presentation for discussion, consideration and approval to execute a professional engineering services contract with MILLENNIUM ENGINEERS GROUP, INC. for Border Colonia Access Program projects "Professional Engineering Services for Construction Material Testing," for Precinct No. 2 as approved for negotiations on CC 01/16/07.

B. Presentation for discussion, consideration and approval to execute a professional engineering services contract with RABA-KISTNER CONSULTANTS, Inc for Border Colonia Access Program projects "Professional Engineering Services for Construction Material Testing," for Precinct No. 2 as approved for negotiations on CC 01/16/07.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Millennium](#)

Link: [Raba-Kistner](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/09/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 05:11 PM	APRV
3	Sergio Cruz	Sergio Cruz	02/12/2007 08:54 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Laura Moya

Started On: 02/07/2007 10:56 AM

Final Approval Date:

THE STATE OF TEXAS
COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-07-006-00-00

THIS AGREEMENT is made effective the ____ day of _____, 2007 by and between the **HIDALGO COUNTY, TEXAS, ("County") PRECINT #2 and Millennium Engineers Group, Inc.,** a Texas Corporation. ("Laboratory")

W I T N E S S E T H:

WHEREAS, part of the responsibilities vested in the County pursuant to required "Construction Materials Testing-Colonia Access Program Projects"; and

WHEREAS, County has determined that the services of professional engineers are sometimes necessary to carry out the required services; and

WHEREAS, pursuant to Article 664-4, "The Professional Service Act," Texas Government Code, the County requested proposals from professional engineers to assist the County by providing material testing services; and

WHEREAS, the County has selected the Laboratory to provide construction materials testing services within the County of Hidalgo, Texas.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** Laboratory agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Laboratory." The County will provide to Laboratory the services described in exhibit "B", "Services to be Provided by County."

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate on June 31, 2008 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County for each work order.

3. **Compensation.** The maximum amount payable under this Contract shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 hereof.

4. **Progress.** Upon acceptance of a work order, the Laboratory shall undertake and complete the authorized work. The County or the Laboratory can request conferences to be provided at the Laboratory's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Laboratory, or 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 the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Laboratory unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the contract 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 contract. 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," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be executed, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units

by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the 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 contract 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 contract.

9. **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 Contract. Notwithstanding the foregoing sentence, Laboratory represents and maintains that 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.

10. **Voluntary Termination.** Laboratory and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon giving of thirty (30) day prior written notice to other party.

11. **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 Department a certificate issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate on June 31, 2008.

14. **Conflict.** Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Laboratory fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Laboratory.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

18. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **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 Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not

limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:

County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory:

Millennium Engineers Group Inc.
Attn: Raul Palma, P.E.
705 Dawson Drive
P.O. Box 4569
Edinburg, Texas 78540-4569

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.

22. **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 Contract.

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

24. **Gender.** All pronouns used in this Contract 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.

25. **Authority.** The execution and performance of this Contract by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

26. **Laboratory's Seal.** All documents and data furnished by the Laboratory to the County shall bear the Engineer's professional seal.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: Millennium Engineers Group, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____ / _____ / 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct # 2 -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 engineer.
- 4) Review all material designs as requested by the OWNER and/or project design engineer.
- 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 Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "B"

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 Engineer.
- 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 Engineer 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 engineer.

Exhibit C

LABORATORY TESTING SCHEDULE OF FEES - Basis for Payment

	PROCEDURE	TXDOT
SOILS TESTING		
MATERIAL PREPARATION TIME		
MOISTURE CONTENT DETERMINATION	ASTM D2216-TX-103-E	\$6.75
DETERMINATION OF LIQUID LIMIT OF SOILS	TEX-104-E	
DETERMINATION OF PLASTIC LIMIT OF SOILS	TEX-105-E	
ATTERBURG LIMITS OF SOILS	ASTM D 4318-TEX-106-E	\$45.00
BAR LINEAR SHRINKAGE OF SOILS	TEX-107-E	\$32.00
MATERIAL FINER#200 SIEVE	ASTM D 1140-TEX-111-E	\$42.00
LIME SERIES TESTING	TEX-112-E	N/A
MOISTURE-DENSITY RELATIONSHIP (TXDOT)	TEX-113-E / TEX-114-E	\$150.00
STANDARD PROCTOR	ASTM D 698	\$150.00
MODIFIED PROCTOR	ASTM D 1557	\$160.00
FIELD DENSITY TEST (NUCLEAR)	ASTM D 2950 -TEX-115-E	\$18.00
DETERMINATION OF SOIL Ph	TEX-128-E	\$20.00
SOIL-LIME TESTING	TEX-121-E	\$275.00
RESISTIVITY OF SOILS	TEX-129-E	\$85.00
SIEVE ANALYSIS (DRY) (4 SIEVES)	ASTM C 136-TEX-200-F	\$38.00
SIEVE ANALYSIS (WASHED) (4 SIEVES)	ASTM C 136-TEX-200-F	\$50.00
SIEVE ANALYSIS (ADDITIONAL SERVICES)	ASTM C 136-TEX-200-F	\$10.00
TEXAS WET BALL MILL (BASE MATERIAL QUALITY)	TEX-116-E	\$150.00
COURSE AND FINE AGGREGATE QUALITY TESTING		
DECANTATION TEST (CONC. AGGR.)	ASTM C117-TEX-406-A	\$30.00
SPECIFIC GRAVITY/ABSORP.(CONC.AGGR.)	ASTM C127-TEX-403-A	\$54.00
5 CYCLE MAGNESIUM SOUNDNESS	ASTM C88-TEX-411-A	
SSD UNIT WEIGHT OF AGGREGATES	ASTM C29-TEX-404-A	\$30.00
PERCENT VOIDS/SOLIDS IN CONC. AGGREGATES	TEX-405-A	\$10.00*
<i>* IN CONJUNCTION w/SSD UNIT W/ OF AGGRAGATES</i>		
SAND EQUIVALENT		
SPECIFIC GRAVITY/ABSORP.(FINE .AGGR.)	ASTM D 2419-TEX-203-F	\$50.00
ORGANIC IMPURITIES IN FINE AGGREGATE	ASTM C 128-TEX-403-A	\$52.00
FINENESS MODULUS OF FINE AGGREGATE	ASTM C 87 -TEX-408-A	\$35.00
ACID INSOLUBLE OF FINE AGGREGATE	TEX-402-A	\$12.00
	TEX-612-J	N/A
CONCRETE/MASONRY FILED & LAB. TESTING		
SLUMP TEST	ASTM C 143-TEX-415-A	\$15.00
AIR CONTENT (PRESSURE METHOD)	ASTM C 143-TEX-415-A	\$18.00
AIR CONTENT (VOLUMETRIC)	ASTM C 173	\$20.00
CASTING OF CONCRETE CYLINDERS	ASTM C 31	\$10.00
COMPRESSIVE STRENGTH OF CYL. SPECIMEN	ASTM C 39-TEX-418-A	\$12.00
CYLINDRICAL SPECIMEN PREP./HOLD/CURE	ASTM C 192	\$7.00
CASTING OF GROUT PRISMS	ASTM C 1019	N/A
GROUT PRISM PREP./CURE/COMPRESSIVE STRENGTH	ASTM C 39	N/A
CASTING OF MORTAR CUBES	ASTM C 780	N/A
MORTAR CUBE PREP./CURE/COMPRESSIVE STRENGTH	ASTM C109	N/A
MASONRY UNIT PREP./COMPRESSIVE STR. (SET OF 3)	ASTM C 140	N/A
MASONRY UNIT SPG/ABS./UNIT WT. (SET OF 3)	ASTM C 140	N/A
<i>*In Conjunction w/ Field Inspection</i>		
PAVEMENT THICKNESS / ASPHALT QUALITY		
CORING - ACP THICKNESS	ASTM D 3549	\$30.00
PAVEMENT THICKNESS DETERMINATION (FULL DEPTH)	ASTM	\$50.00
DENSITY OF ASPHALTIC CORES (4 OR 6 INCH)	TEX-207-F	\$25.00
MAXIMUM THEORETICAL SPG (RICE GRAVITY)	TEX-227-F	\$50.00
EXTRACTION/SIEVE ANALYSIS/ASPHALT CONTENT	TEX-210-F/TTEX-200-F	N/A
ASPHALT ROLLING PATTERN (NUCLEAR METHOD) one per proj	TEX-207-F-PART IV	\$30.00
EFF. OF WATER ON ASPHALT MIXTURES (AS REC'D)	TEX-531-C	\$65.00
Personnel		
Engineer (Principle)		\$90.00
Engineering Specialist		\$55.00
Technician Soils		\$38.67
Technician Concrete		\$40.00
Technician Asphalt		\$40.00
Clerical Administrative		\$40.00
CADD Technician		
Test Report		\$0.00
Milage (PER MILE) Max \$60.00 per day		\$0.38

** Prices are in Dollars

* All Dates are in Hours

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2006

PRODUCER (201)262-1200 FAX (201)262-7810
Fenner & Ester Agency, Inc.
467 Kinderkamack Road
P. O. Box 60
Oradell, NJ 07649-0060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Millennium Engineers Group
PO Box 4569
705 Dawson Drive
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Lloyd's of London
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability Claims Made Form	W1013Q05PNPM	12/12/2006	12/12/2007	Per Claim Limit \$1,000,000 Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

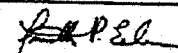
CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Esler/JEAN



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

MILLENNIUM ENGINEERS GROUP, INC.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.003(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

N/A

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE

7

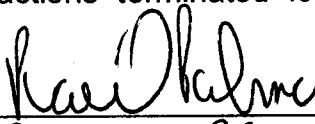
David Kelme
Signature of person doing business with the governmental entity

1-22-07
Date

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: RAUL PALMA
Title: PRESIDENT
Telephone Number: 956-383-8522
Date: 2-6-07

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS
COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-07-006a-00-00

THIS AGREEMENT is made effective the ____ day of _____, 2007 by and between the
**HIDALGO COUNTY , TEXAS, (“County”) PRECINT #2 and RABA-KISTNER
CONSULTANTS, Inc, a Texas Corporation. (“Laboratory”)**

W I T N E S S E T H:

WHEREAS, part of the responsibilities vested in the County pursuant to required
“Construction Materials Testing-Colonia Access Program Projects”; and

WHEREAS, County has determined that the services of professional engineers are
sometimes necessary to carry out the required services; and

WHEREAS, pursuant to Article 664-4, “ The Professional Service Act,” Texas Government
Code, the County requested proposals from professional engineers to assist the County by providing
material testing services; and

WHEREAS, the County has selected the Laboratory to provide construction materials
testing services within the County of Hidalgo, Texas.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein
contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** Laboratory agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Laboratory." The County will provide to Laboratory the services described in exhibit "B", "Services to be Provided by County."

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate on June 31, 2008 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County for each work order.

3. **Compensation.** The maximum amount payable under this Contract shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 hereof.

4. **Progress.** Upon acceptance of a work order, the Laboratory shall undertake and complete the authorized work. The County or the Laboratory can request conferences to be provided at the Laboratory's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Laboratory, or 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 the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Laboratory unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the contract 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 contract. 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," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be executed, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units

by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the 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 contract 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 contract.

9. **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 Contract. Notwithstanding the foregoing sentence, Laboratory represents and maintains that 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.

10. **Voluntary Termination.** Laboratory and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon giving of thirty (30) day prior written notice to other party.

11. **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 Department a certificate issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate on June 31, 2008.

14. **Conflict.** Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Laboratory fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Laboratory.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

18. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **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 Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not

limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: RABA-KISTNER CONSULTANTS, Inc
800 E Hackberry
McAllen, Texas 78501

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.

22. **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 Contract.

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

24. **Gender.** All pronouns used in this Contract 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.

25. **Authority.** The execution and performance of this Contract by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

26. **Laboratory's Seal.** All documents and data furnished by the Laboratory to the County shall bear the Engineer's professional seal.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: RABA-KISTNER CONSULTANTS, Inc

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct # 2 -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 engineer.
- 4) Review all material designs as requested by the OWNER and/or project design engineer.
- 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 Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "B"

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 Engineer.
- 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 Engineer 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 engineer.

HIDALGO COUNTY PRECINCT NO. 2
CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
SCHEDULE OF FEES

ASPHALTIC CONCRETE

REFERENCE **FIELD SERVICES**

ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time	QT00	\$ 40.00 /hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature Technician Time	Q401	\$ 47.50 /hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time	Q401	\$ 47.50 /hr
ASTM D 2950	Nuclear Density Test with Inspection	Q0R5	\$ 13.50 /ea
	Nuclear Density Test	Q0M0	\$ 17.00 /ea
	Coring (See Coring Fee Schedule)		

REFERENCE **LABORATORY SERVICES**

ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	UBMH	\$ 230.00 /ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	UBMF	\$ 118.00 /ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	UBW3	\$ 51.75 /set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test a) Molded Specimen b) Asphalt Core (Technician Time)	UBJ0 UBW3 Q411	\$ 51.75 /set \$ 51.75 /set \$ 40.00 /hr
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor) Hveem (Gyro Compactor)	UB6L UB6Q	\$ 54.00 /set \$ 69.25 /set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA TxDOT Quality Control/Quality Assurance TxDOT CMHB TxDOT Calibration Mix and Pans TxDOT Black Base Design, Item 345	QWZW QWZX UKV0 WC1N WC1P	\$ 1,772.00 /ea \$ 1,772.00 /ea \$ 2,518.00 /ea \$ 296.00 /ea \$ 1,327.00 /ea

HIDALGO COUNTY PRECINCT NO. 2
CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
SCHEDULE OF FEES

ASPHALTIC CONCRETE (Continued)

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	UB4B	\$	47.00 /ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	UPL0	\$	73.00 /ea
AASHTO TP 33	Fine Aggregate Angularity	WCNC	\$	45.50 /ea
ASTM D 4791-95	Flat and Elongate Particle	UB6B	\$	45.50 /ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	UB5B	\$	39.00 /ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	UBAB	\$	56.25 /ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)			
	Preparation Time	U002	\$	44.00 /hr
	a) Magnesium - 5 Cycle	UB3S	\$	448.00 /ea
	b) Sodium - 5 Cycle	UB3T	\$	399.00 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test)			
	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	UQR0	\$	173.00 /ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	VREA	\$	5,475.00 /ea
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	UBS0	\$	94.50 /ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)			
	with Freeze/Thaw	VRE0	\$	475.00 /ea
	without Freeze/Thaw	VRD0	\$	371.00 /ea
TxDOT, TEX-208-F (Modified)	Molding and Hveem	UB62	\$	128.75 /set
		UB63	\$	121.25 /set
ASTM D 1559	Molding and Marshall			

HIDALGO COUNTY PRECINCT NO. 2
 CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
 SCHEDULE OF FEES

CEMENT TREATED BASE

REFERENCE **FIELD SERVICES**

PCA	Sampling Raw Materials for Mix Verification Technician Time	QT00	\$ 40.00 /hr
	Sampling Contractor Processed Material Technician Time	QT00	\$ 40.00 /hr

REFERENCE **LABORATORY SERVICES**

PCA	Molding Controlled Processed Material	VST5	\$ 63.75 /ea
	Unconfined Compressive Strength Testing	VSGR	\$ 29.25 /ea
	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles) Wet Dry/Freeze Thaw	VS90	\$ 545.00 /set
	<u>Mix Design</u>		
PCA TxDOT, TEX-120-E	Mix Design - Cement Treated Base	VSRR	\$ 1,083.75 /ea

HIDALGO COUNTY PRECINCT NO. 2
CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
SCHEDULE OF FEES

CHEMICAL ADMIXTURE

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		
ASTM C 494	Residue on Oven Drying	UK1V	\$ 33.00 /ea
ASTM C 494	pH	UK0W	\$ 16.00 /ea
ASTM C 494	Specific Gravity by Hydrometer	UK58	\$ 17.00 /ea
ASTM C 403	Setting Time by Hydraulic Penetrometer	UKNY	\$ 108.00 /ea
ASTM C 494	Admixture Certification Program	UKFE	Upon Request
ASTM C 260	Admixture Certification Program	UKFE	Upon Request

HIDALGO COUNTY PRECINCT NO. 2
CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
SCHEDULE OF FEES

CONCRETE

REFERENCE

FIELD SERVICES

ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day Technician Time Pick-Up of Test Specimens Standby Time	QT00 Q055 Q600	\$ 40.00 /hr \$ 40.00 /hr \$ 40.00 /hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling) a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4) b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities) c) "Hold" Cylinder (Additional Charge) d) "Strip" Cylinder (Additional Charge) e) Compressive Strength – 2"x2" Cubes (Min. of 3) f) Compressive Strength – Grout Prizms (Min. of 3) g) Dry Density - Concrete Cylinder	QFXE QNL0 QGP0 QGY0 QFXG QFXG QGMH	\$ 12.50 /ea \$ 22.75 /ea \$ 8.50 /ea \$ 10.75 /ea \$ 15.00 /ea \$ 15.00 /ea \$ 41.50 /ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams) Air Content (In Conjunction with Sampling)	QMXC	\$ 36.25 /ea
ASTM C 231 ASTM C 173 AASHTO T 199	a) Pressure b) Volumetric c) Chase	QBT0 QB40 QBE0	\$ 23.25 /ea \$ 30.75 /ea \$ 14.50 /ea
ASTM C 138	Unit Weight	QX00	\$ 24.25 /ea
ASTM C 143	Additional Slump Test	QGWA	\$ 18.50 /ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time Technician Time	Q422	\$ 47.50 /hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens Technician Time	Q422	\$ 47.50 /hr

REFERENCE

LABORATORY SERVICES

ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	VUR0	\$ 279.25 /ea
ACI 211.1 (303.R) ACI 211.2	Architectural Mix Design Lightweight Structural Mix Design	VAR0 VLR0	\$ 450.00 /ea \$ 425.00 /ea

HIDALGO COUNTY PRECINCT NO. 2
 CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
 SCHEDULE OF FEES

CONCRETE (Continued)

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	VMVT	\$ 375.00 /ea
ASTM C 1202	Chloride Ion Permeability	QAOA	\$ 243.00 /set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	VGGK	\$ 25.00 /ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	VT5B	\$ 42.00 /ea
ASTM C 666	Freeze-Thaw Test	VGLV	\$ 337.00 /test
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	VGJB	\$ 77.00 /ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	VGLW	\$ 79.00 /hr
ASTM C 805	Schmidt Rebound Number	VGLX	\$ 79.00 /hr

HIDALGO COUNTY PRECINCT NO. 2
CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
SCHEDULE OF FEES

CONCRETE AGGREGATES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	QT00	\$	40.00 /hr
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM C 566	Moisture Content	UQV0	\$	8.50 /ea
ASTM C 29;	Unit Weight (Coarse or Fine)			
	a) Loose	UH9N	\$	33.50 /ea
	b) Rodded	UH9N	\$	33.50 /ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	UB5B	\$	38.00 /ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	UBMI	\$	54.00 /test
	Absorption			
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine)	UHAQ	\$	23.25 /ea
	b) Lightweight Aggregate (Coarse)	UHAP	\$	23.25 /ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specification			
	a) Coarse, Per Sample	UH4J	\$	41.50 /ea
	b) Fine, Per Sample	UH4K	\$	47.00 /ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	UH17	\$	46.00 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	UQR0	\$	173.00 /ea
ASTM C 88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test)			
	Preparation Time	U002	\$	44.00 /hr
	a) Magnesium - 5 Cycle	UB3S	\$	448.00 /ea
	b) Sodium - 5 Cycle	UB3T	\$	399.00 /ea
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)			
	Conducted in Conjunction with Concrete Mix Design	VGR3	\$	133.00 /ea
	Conducted Separate from Concrete Mix Design	VG03	\$	173.00 /ea

HIDALGO COUNTY PRECINCT NO. 2
CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
SCHEDULE OF FEES

CONCRETE AGGREGATES (Continued)

ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	UH0U	\$ 35.25 /ea
--------------------------------	--------------------	------	--------------

REFERENCE

LABORATORY SERVICES

ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	UPL0	\$ 73.00 /ea
----------------------------------	------------------------	------	--------------

ASTM C 142	Clay Lumps and Friable Particles	UHG0	\$ 52.00 /ea
------------	----------------------------------	------	--------------

ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	UH7P	\$ 52.00 /ea
------------	--	------	--------------

TxDot, TEX 612-J	Acid Insoluble Residue	UHB0	\$ 75.00 /ea
------------------	------------------------	------	--------------

HIDALGO COUNTY PRECINCT NO. 2
 CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
 SCHEDULE OF FEES

CORING

REFERENCE

FIELD SERVICES

ASTM C 42; ACI 318	Technician Time and Equipment		
	a) One Man	Q412	\$ 47.50 /hr
	b) Two Men	Q413	\$ 82.25 /hr
	c) Reinforcing Steel Detector	QK0N	\$ 30.25 /day
	d) Coring Rig	QKJY	\$ 92.00 /day
	e) Generator	QK0Z	\$ 78.00 /day
	 Bit Wear		
	a) Limestone Aggregate	QD0L	\$ 3.75 /in.-in.
	b) Quartz Aggregate (River Gravel)	QDU0	\$ 4.25 /in.-in.

REFERENCE

LABORATORY SERVICES

ASTM C 42	Sawed Ends for Compressive Strength Tests		
	a) Limestone Aggregate	UL20	\$ 1.00 /sq.in.
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	QFXF	\$ 19.50 /ea
	Report Photographs		Cost +15%
	Laboratory Air-Dried Unit Weight	QXAF	\$ 14.00 /ea

DRILLED-AND-UNDERREAMED PIERS

HIDALGO COUNTY PRECINCT NO. 2
 CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
 SCHEDULE OF FEES

PRECAST CONCRETE PLANT OBSERVATION

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
PCI MNL-117	Plant Observation - To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship			
	Materials Engineer		\$	129.50 /hr
	Technician Time	Q423	\$	51.00 /hr
	Cylinders	QFXE	\$	12.50 /ea
	Job-Site Erection Observation			
	Technician Time	Q423	\$	51.00 /hr

HIDALGO COUNTY PRECINCT NO. 2
CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
SCHEDULE OF FEES

SOILS

<u>REFERENCE</u>	<u>FIELD SERVICES</u>		
ASTM D 75	Sampling Subgrade, Fill or Base Technician Time	QT00	\$ 40.00 /hr
	In-Place Moisture-Density Tests Technician Time	QT00	\$ 40.00 /hr
ASTM D 2922	Nuclear Density	Q0M0	\$ 17.00 /ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	QUM0	\$ 65.00 /ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage) Technician Time (Hourly Rate)	QT00	\$ 40.00 /hr
	Proof Rolling Observation	QT04	\$ 40.00 /hr
ASTM D 2922	Nuclear Density Tests with Observation	Q0R0	\$ 13.50 /ea
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	UQV0	\$ 8.50 /ea
	Atterberg Limits		
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	VRBG	\$ 68.00 /ea
	Shrinkage Limit in Conjunction with Atterberg Limits		
ASTM D 427	a) Volumetric	WK2T	\$ 94.25 /ea
	b) Linear (TxDOT, TEX-107-E)	WK2T	\$ 94.25 /ea
	Sieve Analysis		
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	a) Washed Through No. 40 (Up to 5 Sieves)	WKR5	\$ 46.00 /ea
	b) Washed Through No. 200 (Up to 4 Sieves)	WKR4	\$ 76.75 /ea
	c) Additional Sieves	WKR8	\$ 10.50 /ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	WKR8	\$ 46.00 /ea
	Moisture-Density Relationship		
	Preparation Time	U001	\$ 42.75 /hr
ASTM D 698; ASTM D 1557	ASTM	VRSF	\$ 187.25 /ea
AASHTO T 99; AASHTO T 180	AASHTO	VRSF	\$ 187.25 /ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	VRSQ	\$ 221.50 /ea
MIL STD CE 55A	Corps of Engineers	VRSQ	\$ 221.50 /ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	UQR0	\$ 173.00 /ea

SOILS (Continued)

HIDALGO COUNTY PRECINCT NO. 2
 CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
 SCHEDULE OF FEES

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	VRF1	\$ 732.25 /set
	Each Additional Specimen	VRFD	\$ 168.75 /ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens		
	Part I	VR62	\$ 1,217.00 /set
	Part II	VR63	\$ 1,117.00 /set
	Each Additional Specimen	VR6D	\$ 137.00 /ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	UQ50	\$ 76.75 /ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	WKRQ	\$ 253.00 /ea
ASTM D 2166	Unit Weight	QX00	\$ 26.50 /ea
TxDOT, TEX-116-E	Wet Ball Mill	WK60	\$ 191.50 /ea
TxDOT, TEX-107-E	Shrinkage Limit	WK2T	\$ 94.25 /ea
	Water Content and Visual Classification	W050	\$ 12.00 /ea
	Unconfined Compression (includes unit dry weight)		
	a) Soil Shelby Tube Specimens	VP7L	\$ 40.00 /ea
	b) Rock Core Specimens	VN7L	\$ 43.25 /ea
	(1) Sawed Specimen Ends	UL21	\$ 9.75 /end
	Triaxial Compression		
	a) Unconsolidated-Undrained, Per Specimen	W046	\$ 73.00 /ea
	b) Unconsolidated-Undrained, Multistage	WF46	\$ 253.00 /ea
	Direct Shear		
	a) Unconsolidated-Undrained	WKI6	\$ 201.00 /ea
	a) Consolidated-Drained (Sand)	WIIE	\$ 425.00 /ea
	Consolidation (Not Including Specific Gravity)	WKH0	\$ 523.00 /ea
	Swell Test		
	a) Pressure Method	WL0Y	\$ 274.00 /ea
	b) Free Swell	WL0M	\$ 144.00 /ea

HIDALGO COUNTY PRECINCT NO. 2
CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
SCHEDULE OF FEES

CONSULTANTS AND COORDINATION

Principal Engineer	\$ 161.00 to 270.00/hr
Managing Engineer	\$ 103.00 to 177.00/hr
Staff Engineer	\$ 81.00 to 145.00/hr
Laboratory Manager	\$ 65.00 to 125.00/hr
Construction Services Manager	\$ 65.00 to 99.00/hr
Project Management/Coordination Time	\$ 41.00 to 94.00/hr
Outside Professional Services	Cost +15%
Additional Insured	\$160.00/ea
Secretarial	\$ 41.00 to 70.00/hr
Word Processing	41.00/hr
Report Preparation and Administration	\$ 41.00 to 70.00/hr

HIDALGO COUNTY PRECINCT NO. 2
CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
SCHEDULE OF FEES

ZONE CHART

<u>ZONE</u>	<u>TRAVEL TIME</u>	<u>MILEAGE CHARGE</u>
0	0.25	\$ 6.00
1	0.75	\$ 11.00
2	1.00	\$ 20.00
3	1.25	\$ 27.50
4	1.50	\$ 38.50
5	2.00	\$ 54.00
6	2.50	\$ 71.00
7	3.00	\$ 87.00
8	3.50	\$ 104.00
9	4.00	\$ 119.00
10	4.50	\$ 136.00
11	5.00	\$ 153.00
12	5.50	\$ 169.00
13	6.00	\$ 185.00
14	6.50	\$ 203.00
15	7.00	\$ 219.00
16	7.50	\$ 235.00
17	8.00	\$ 252.00
18	8.50	\$ 268.00
19	9.00	\$ 279.00
20	9.50	\$ 300.00
21	10.00	\$ 315.00
22	10.50	\$ 329.00

HIDALGO COUNTY PRECINCT NO. 2
CONSTRUCTION MATERIALS TESTING - COLONIA ACCESS PROGRAM PROJECTS
SCHEDULE OF FEES

BASIC CHARGE

1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.
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/she returns from the project site.
3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.3 times the appropriate hourly rate. Our total cost of services is based upon the assumption that 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 services rendered during "normal" work hours.
5. Minimum of 1 hour billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all invoices.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
02/09/2007

PRODUCER
CROSBY BIGELOW FITZGERALD
INSURANCE ASSOCIATES
10101 REUNION PLACE SUITE 650
SAN ANTONIO TX 78216

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
RABA-KISTNER CONSULTANTS INC
12821 WEST GOLDEN LANE
SAN ANTONIO TX 78249-2232

INSURER A: STEADFAST INSURANCE COMPANY
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 THE 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY	PEC 5259102 03	07/18/2006	07/18/2007	\$2,000,000 PER CLAIM \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
HIDALGO COUNTY 100 E. CANO, 2ND FLOOR EDINBURG TX 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Diane H. Hoskins</i>

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2007

PRODUCER
Catto & Catto
217 East Houston Street Suite 100
San Antonio TX 78205-2694

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Raba-Kistner Consultants Inc.
P.O. Box 690287
San Antonio TX 78269-0287

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Guarantee & Liabilit	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPO3994747	10/1/2006	10/1/2007	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPO3994747	10/1/2006	10/1/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC3994748	10/1/2006	10/1/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Construction Materials Testing - Colina Access Program Contract
 Hidalgo County is named as Additional Insured with reference to GL and Auto. Waiver of Subrogation is granted in favor of Hidalgo County with regard to all policies.

CERTIFICATE HOLDER

Hidalgo County
100 E. Cano
2nd Floor
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Billy Ray Jirka

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

RABA-KISTNER CONSULTANTS, INC.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE,

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE.

7


Signature of person doing business with the governmental entity

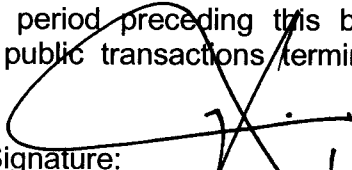
ISIDORO ARJONA, P.E.
ASSOCIATE
RABA-KISTNER CONSULTANTS, INC. 02/09/07

Date

**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: SIDORO ARJONA, P.E.
Title: ASSOCIATE, RABA-KISTNER CONSULTANTS, INC.
Telephone Number: (956) 682-5332
Date: 02/09/07

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

AI-2400
BCAP PRECINCT NO 3
CC REGULAR

17.H.1.

Date: 02/13/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Agenda Item

CAPTION

Presentation for discussion, consideration and approval to execute a professional engineering services contract with L & G ENGINEERING LABORATORY, LLC, Inc for Border Colonia Access Program projects "Professional Engineering Services for Construction Material Testing," for Precinct No. 3 as approved for negotiations on CC 01/23/07.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** Various BCAP Accounts
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
See attached expense report for funding availability.

Attachments

Link: [Precinct No 3](#)
Link: [2007 Exp Rpt-Pct 3-Obj 334 & 731](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/09/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 05:11 PM	APRV
3	Dale Kennan	Dale Kennan	02/12/2007 08:53 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Laura Moya **Started On:** 02/07/2007 10:57 AM

Final Approval Date:

THE STATE OF TEXAS
COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-07-007-00-00

THIS AGREEMENT is made effective the ____ day of _____, 2007 by and between the
HIDALGO COUNTY , TEXAS, ("County") PRECINT #3 and L&G Engineering Laboratory,
LLC, a Texas limited liability corporation. ("Laboratory")

WITNESSETH:

WHEREAS, part of the responsibilities vested in the County pursuant to required
"Construction Materials Testing-Colonia Access Program Projects"; and

WHEREAS, County has determined that the services of professional engineers are
sometimes necessary to carry out the required services; and

WHEREAS, pursuant to Article 664-4, " The Professional Service Act," Texas Government
Code, the County requested proposals from professional engineers to assist the County by providing
material testing services; and

WHEREAS, the County has selected the Laboratory to provide construction materials
testing services within the County of Hidalgo, Texas.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein
contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** Laboratory agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Laboratory." The County will provide to Laboratory the services described in exhibit "B", "Services to be Provided by County."

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate on June 31, 2008 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County for each work order.

3. **Compensation.** The maximum amount payable under this Contract shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 hereof.

4. **Progress.** Upon acceptance of a work order, the Laboratory shall undertake and complete the authorized work. The County or the Laboratory can request conferences to be provided at the Laboratory's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Laboratory, or 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 the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Laboratory unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the contract 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 contract. 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," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be executed, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units

by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the 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 contract 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 contract.

9. **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 Contract. Notwithstanding the foregoing sentence, Laboratory represents and maintains that 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.

10. **Voluntary Termination.** Laboratory and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon giving of thirty (30) day prior written notice to other party.

11. **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 Department a certificate issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate on June 31, 2008.

14. **Conflict.** Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Laboratory fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Laboratory.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

18. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **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 Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not

limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: L&G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes, TX. 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.

22. **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 Contract.

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

24. **Gender.** All pronouns used in this Contract 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.

25. **Authority.** The execution and performance of this Contract by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

26. **Laboratory's Seal.** All documents and data furnished by the Laboratory to the County shall bear the Engineer's professional seal.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: L&G Engineering Laboratory, LLC

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____ / _____ / 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct # 3 -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 engineer.
- 4) Review all material designs as requested by the OWNER and/or project design engineer.
- 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 Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "B"

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 Engineer.
- 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 Engineer 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 engineer.

Exhibit C

LABORATORY TESTING SCHEDULE OF FEES - Basis of Payment

	PROCEDURE	TXDOT
SOILS TESTING		
MATERIAL PREPARATION TIME		
MOISTURE CONTENT DETERMINATION	ASTM D2216-TX-103-E	\$6.75
DETERMINATION OF LIQUID LIMIT OF SOILS	TEX-104-E	
DETERMINATION OF PLASTIC LIMIT OF SOILS	TEX-105-E	
ATTERBURG LIMITS OF SOILS	ASTM D 4318-TEX-106-E	\$45.00
BAR LINEAR SHRINKAGE OF SOILS	TEX-107-E	\$32.00
MATERIAL FINER#200 SIEVE	ASTM D 1140-TEX-111-E	\$42.00
LIME SERIES TESTING	TEX-112-E	N/A
MOISTURE-DENSITY RELATIONSHIP (TXDOT)	TEX-113-E / TEX-114-E	\$150.00
STANDARD PROCTOR	ASTM D 698	\$150.00
MODIFIED PROCTOR	ASTM D 1557	\$160.00
FIELD DENSITY TEST (NUCLEAR)	ASTM D 2950 -TEX-115-E	\$18.00
DETERMINATION OF SOIL Ph	TEX-128-E	\$20.00
SOIL-LIME TESTING	TEX-121-E	\$275.00
RESISTIVITY OF SOILS	TEX-129-E	\$85.00
SIEVE ANALYSIS (DRY) (4 SIEVES)	ASTM C 136-TEX-200-F	\$38.00
SIEVE ANALYSIS (WASHED) (4 SIEVES)	ASTM C 136-TEX-200-F	\$50.00
SIEVE ANALYSIS (ADDITIONAL SERVICES)	ASTM C 136-TEX-200-F	\$10.00
TEXAS WET BALL MILL (BASE MATERIAL QUALITY)	TEX-116-E	\$150.00
COURSE AND FINE AGGREGATE QUALITY TESTING		
DECANTATION TEST (CONC. AGGR.)	ASTM C117-TEX-406-A	\$30.00
SPECIFIC GRAVITY/ABSORP.(CONC.AGGR.)	ASTM C127-TEX-403-A	\$54.00
5 CYCLE MAGNESIUM SOUNDNESS	ASTM C88-TEX-411-A	
SSD UNIT WEIGHT OF AGGREGATES	ASTM C29-TEX-404-A	\$30.00
PERCENT VOIDS/SOLIDS IN CONC. AGGREGATES	TEX-405-A	\$10.00
* IN CONJUNCTION w/SSD UNIT WT OF AGGRAGATES		
SAND EQUIVALENT	ASTM D 2419-TEX-203-F	\$50.00
SPECIFIC GRAVITY/ABSORP.(FINE AGGR.)	ASTM C 128-TEX-403-A	\$52.00
ORGANIC IMPURITIES IN FINE AGGREGATE	ASTM C 87 -TEX-408-A	\$35.00
FINENESS MODULUS OF FINE AGGREGATE	TEX-402-A	\$12.00
ACID INSOLUBLE OF FINE AGGREGATE	TEX-612-J	N/A
CONCRETE/MASONRY FIELD & LAB. TESTING		
SLUMP TEST	ASTM C 143-TEX-415-A	\$15.00
AIR CONTENT (PRESSURE METHOD)	ASTM C 143-TEX-415-A	\$18.00
AIR CONTENT (VOLUMETRIC)	ASTM C 173	\$20.00
CASTING OF CONCRETE CYLINDERS	ASTM C 31	\$18.00
COMPRESSIVE STRENGTH OF CYL. SPECIMEN	ASTM C 39-TEX-418-A	\$12.00
CYLINDRICAL SPECIMEN PREP./HOLD/CURE	ASTM C 192	\$7.00
CASTING OF GROUT PRISMS	ASTM C 1019	N/A
GROUT PRISM PREP./CURE/COMPRESSIVE STRENGTH	ASTM C 39	N/A
CASTING OF MORTAR CUBES	ASTM C 780	N/A
MORTAR CUBE PREP./CURE/COMPRESSIVE STRENGTH	ASTM C109	N/A
MASONRY UNIT PREP./COMPRESSIVE STR. (SET OF 3)	ASTM C 140	N/A
MASONRY UNIT SPG/ABS./UNIT WT. (SET OF 3)	ASTM C 140	N/A
*In Conjunction w/ Field Inspection		
PAVEMENT THICKNESS / ASPHALT QUALITY		
CORING - ACP THICKNESS	ASTM D 3549	\$30.00
PAVEMENT THICKNESS DETERMINATION (FULL DEPTH)	ASTM	\$50.00
DENSITY OF ASPHALTIC CORES (4 OR 6 INCH)	TEX-207-F	\$25.00
MAXIMUM THEORETICAL SPG (RICE GRAVITY)	TEX-227-F	\$50.00
EXTRACTION/SIEVE ANALYSIS/ASPHALT CONTENT	TEX-210-F/TTEX-200-F	N/A
ASPHALT ROLLING PATTERN (NUCLEAR METHOD) (one per project)	TEX-207-F-PART IV	\$30.00
EFF. OF WATER ON ASPHALT MIXTURES (AS RECD)	TEX-531-C	\$65.00
Personnel		
Engineer (Principle)		\$90.00
Engineering Specialist		\$55.00
Technician Soils		\$38.67
Technician Concrete		\$40.00
Technician Asphalt		\$40.00
Clerical Administrative		\$40.00
CADD Technician		
Test Report		\$0.00
Minimum (200-300) Max \$50.00 per day		\$0.38

** Price per trip

* All Rates are Hourly

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/07

PRODUCER Hilb Rogal & Hobbs 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED L & G Engineering Laboratory LLC 2100 W Expressway 83 Mercedes, TX 78570	INSURERS AFFORDING COVERAGE
	INSURER A: Travelers Lloyds Insurance Company	39357
	INSURER B: Travelers Casualty & Surety Co	25658
	INSURER C: Hartford Fire Ins Company	19682
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP2543B748TLC06	07/19/06	07/19/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	65UECTU9528	05/20/06	05/20/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	IACRUB2574B516056	07/23/06	07/23/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**** Workers Comp Information ****

Blanket Waiver of Subrogation

**** Supplemental Name ****

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Pct. #3
 Purchasing Department
 100 E. Cano, 4th Floor
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2007

PRODUCER (201)262-1200 FAX (201)262-7810
Fenner & Esler Agency, Inc.
467 Kinderkamack Road
P. O. Box 60
Oradell, NJ 07649-0060

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

NAIC #

INSURED L & G Engineering Laboratory, LLC
2100 W Expressway 83
Mercedes, TX 78570

INSURER A: New Hampshire Insurance Co.

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Professional Liability Claims Made Form	7503617	04/23/2006	04/23/2007	Per Claim Limit	\$1,000,000
						Aggregate Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

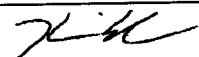
Hidalgo County Pct. #3
Purchasing Dept.
100 E. Cano
4th Floor
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kevin Esler/MICHEL



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

L+G Engineering Laboratory LLC / Jacinto Garcia, P.E.

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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ
Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7

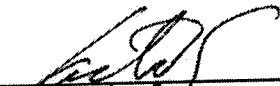

Signature of person doing business with the governmental entity

Feb. 6, 2007
Date

**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: Jacinto Garza, P.E.
Title: President
Telephone Number: 956-565-9813
Date: 2-6-07

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM						
7-1310-431-00-123-053-0-334	PCT.3-BASHAM 12-ENG&ARCH SRV	1,111.17	.00	.00	1,111.17	.00
7-1310-431-00-123-054-0-334	PCT.3-BASHAM 13-ENG&ARCH SRV	1,126.64	.00	.00	1,126.64	.00
7-1310-431-00-123-055-0-334	PCT.3-BASHAM 16/RUSSELL-ENG&ARCH SRV	1,183.06	.00	.00	1,183.06	.00
7-1310-431-00-123-056-0-334	PCT.3-CARLOS ACRES-ENG&ARCH SRV	3,054.93	.00	.00	3,054.93	.00
7-1310-431-00-123-057-0-334	PCT.3-COUNTRY CORNER-ENG&ARCH SRV	587.25	587.25	.00	.00	100.00
7-1310-431-00-123-057-0-731	PCT.3-COUNTRY CORNER-ROADS	2.25	.00	.00	2.25	.00
7-1310-431-00-123-058-0-334	PCT.3-GOODWIN I/AVE A&B-ENG&ARCH SRV	1,769.95	1,769.95	.00	.00	100.00
7-1310-431-00-123-059-0-334	PCT.3-GROVEWOOD-ENG&ARCH SRV	865.85	.00	.00	865.85	.00
7-1310-431-00-123-060-0-334	PCT.3-HAVANA/MAIN&FOURTH-ENG&ARCH SRV	1,538.05	1,538.05	.00	.00	100.00
7-1310-431-00-123-060-0-731	PCT.3-HAVANA/MAIN&FOURTH-ROADS	5,116.50	5,116.50	.00	.00	100.00
7-1310-431-00-123-061-0-334	PCT.3-HILDA/ESTER-ENG&ARCH SRV	1,047.95	.00	.00	1,047.95	.00
7-1310-431-00-123-062-0-334	PCT.3-LA PALMA-ENG&ARCH SRV	1,437.46	1,437.46	.00	.00	100.00
7-1310-431-00-123-062-0-731	PCT.3-LA PALMA-ROADS	114,242.32	113,015.95	.00	1,226.37	98.93
7-1310-431-00-123-064-0-334	PCT.3-TREVINOS 4-ENG&ARCH SRV	10,019.72	2,231.01	.00	7,788.71	22.27
7-1310-431-00-123-064-0-731	PCT.3-TREVINOS 4-ROADS	304,834.34	.00	.00	304,834.34	.00
7-1310-431-00-123-065-0-334	PCT.3-N COUNTRY EST/DIOSA-ENG&ARCH SRV	352.37	.00	.00	352.37	.00
7-1310-431-00-123-066-0-334	PCT.3-N COUNTRY EST 2/EARTH-ENG&ARCH SRV	352.37	.00	.00	352.37	.00
7-1310-431-00-123-067-0-334	PCT.3-PERLAS DE NARANJA-ENG&ARCH SRV	848.66	.00	.00	848.66	.00
7-1310-431-00-123-462-0-334	PCT.3-BASHAM 16/EXT CO RD-ENG&ARCH SRV	925.52	925.52	.00	.00	100.00
7-1310-431-00-123-462-0-731	PCT.3-BASHAM 16/EXT CO RD-ROADS	61,989.55	.00	.00	61,989.55	.00
7-1310-431-00-123-465-0-334	PCT.3-CARLOS LEAL 2-ENG&ARCH SRV	1,998.33	1,998.33	.00	.00	100.00
7-1310-431-00-123-465-0-731	PCT.3-CARLOS LEAL 2-ROADS	136,828.19	.00	.00	136,828.19	.00
7-1310-431-00-123-478-0-731	PCT.3-PALM LAKE 2/JUAREZ-ROADS	63,390.90	.00	.00	63,390.90	.00
7-1310-431-00-123-479-0-731	PCT.3-PALM LAKE 2/KANTONIL-ROADS	74,680.47	.00	.00	74,680.47	.00
7-1310-431-00-123-489-0-334	PCT.3-VALES-ENG&ARCH SRV	1,837.52	.00	.00	1,837.52	.00
1310 BORDER COLONIA ACCESS PROGRAM		791,141.32	128,620.02	.00	662,521.30	16.26
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
7-1311-431-00-123-014-1-334	ACEVEDO S/D #4-ENG & ARCH SRV	18,591.20	13,137.30	.00	5,453.90	70.66
7-1311-431-00-123-015-0-334	ACOSTA S/D-ENG & ARCH SRV	7,819.90	5,525.86	.00	2,294.04	70.66
7-1311-431-00-123-042-0-334	AMBER LAND S/D-ENG & ARCH SRV	5,591.44	3,951.10	.00	1,640.34	70.66
7-1311-431-00-123-072-0-334	BARNEY GROVES S/D-ENG & ARCH SRV	3,673.86	2,596.12	.00	1,077.74	70.66
7-1311-431-00-123-141-0-334	CASA DE LOS VECINOS-ENG & ARCH SRV	19,965.50	11,823.90	.00	8,141.60	59.22
7-1311-431-00-123-152-1-334	CHULA VISTA ACRES-ENG & ARCH SRV	9,370.91	6,858.88	.00	2,512.03	73.19
7-1311-431-00-123-247-0-334	EL PARAISO S/D-ENG & ARCH SRV	12,285.45	7,611.45	.00	4,674.00	61.95

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
7-1311-431-00-123-250-0-334 EL SOL S/D #1-ENG & ARCH SRV	13,355.97	7,297.13	.00	.00	6,058.84	54.64
7-1311-431-00-123-251-0-334 EL SOL S/D #2-ENG & ARCH SRV	16,755.84	9,154.70	.00	.00	7,601.14	54.64
7-1311-431-00-123-267-1-334 EZEQUIEL ACEVEDO JR S/D#2-ENG & ARCH SRV	7,872.26	5,562.82	.00	.00	2,309.44	70.66
7-1311-431-00-123-312-0-334 HAVANA S/D-ENG & ARCH SRV	8,002.00	5,654.56	.00	.00	2,347.44	70.66
7-1311-431-00-123-322-1-334 HILDA S/D-ENG & ARCH SRV	10,982.27	6,000.23	.00	.00	4,982.04	54.64
7-1311-431-00-123-325-1-334 HILDA S/D #3-ENG & ARCH SRV	4,243.18	3,491.74	.00	.00	751.44	82.29
7-1311-431-00-123-350-0-334 JESSAN S/D-ENG & ARCH SRV	2,358.68	2,064.48	.00	.00	294.20	87.53
7-1311-431-00-123-384-1-334 LA HOMA RD S/D-ENG & ARCH SRV	37,609.80	6,883.80	.00	.00	30,726.00	18.30
7-1311-431-00-123-385-1-334 LA HOMA RD N S/D-ENG & ARCH SRV	12,482.11	10,135.11	.00	.00	2,347.00	81.20
7-1311-431-00-123-427-1-334 LOS EBANOS S/D-ENG & ARCH SRV	5,628.74	4,036.90	.00	.00	1,591.84	71.72
7-1311-431-00-123-488-1-334 MUNOZ ESTATES-ENG & ARCH SRV	12,521.45	8,848.12	.00	.00	3,673.33	70.66
7-1311-431-00-123-498-1-334 NORTH CROSS ESTATES-ENG & ARCH SRV	8,812.88	6,730.68	.00	.00	2,082.20	76.37
7-1311-431-00-123-784-1-334 VILLA CAPRI S/D-ENG & ARCH SRV	6,240.84	4,909.74	.00	.00	1,331.10	78.67
7-1311-431-00-123-837-0-334 WALTON S/D-ENG & ARCH SRV	4,838.10	3,418.80	.00	.00	1,419.30	70.66
7-1311-431-00-123-911-0-334 RESUB PLAT JIMENEZ S/D-ENG & ARCH SRV	4,997.43	3,858.86	.00	.00	1,138.57	77.22
1311 BORDER COLONIA ACCESS PROGRAM ROUND II	233,999.81	139,552.28	.00	.00	94,447.53	59.64
7 YEAR	1,025,141.13	268,172.30	.00	.00	756,968.83	26.16

AI-2402
BCAP PRECINCT NO 4
CC REGULAR

17.1.1.

Date: 02/13/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.4

Agenda Item

CAPTION

Presentation for discussion, consideration and approval to execute a professional engineering services contract with MILLENNIUM ENGINEERS GROUP, Inc for Border Colonia Access Program projects "Professional Engineering Services for Construction Material Testing," for Precinct No. 4 as approved for negotiations on CC 01/23/07

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Precinct No 4](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/09/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 05:12 PM	APRV
3	Dale Kennan			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Laura Moya

Started On: 02/07/2007 11:01 AM

Final Approval Date:

THE STATE OF TEXAS
COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-07-008-00-00

THIS AGREEMENT is made effective the ____ day of _____, 2007 by and between the
**HIDALGO COUNTY , TEXAS, ("County") PRECINT #4 and Millennium Engineers Group,
Inc. a Texas Corporation. ("Laboratory")**

W I T N E S S E T H:

WHEREAS, part of the responsibilities vested in the County pursuant to required
"Construction Materials Testing-Colonia Access Program Projects"; and

WHEREAS, County has determined that the services of professional engineers are
sometimes necessary to carry out the required services; and

WHEREAS, pursuant to Article 664-4, " The Professional Service Act," Texas Government
Code, the County requested proposals from professional engineers to assist the County by providing
material testing services; and

WHEREAS, the County has selected the Laboratory to provide construction materials
testing services within the County of Hidalgo, Texas.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein
contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** Laboratory agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Laboratory." The County will provide to Laboratory the services described in exhibit "B", "Services to be Provided by County."

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate on June 31, 2008 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County for each work order.

3. **Compensation.** The maximum amount payable under this Contract shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 hereof.

4. **Progress.** Upon acceptance of a work order, the Laboratory shall undertake and complete the authorized work. The County or the Laboratory can request conferences to be provided at the Laboratory's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Laboratory, or 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 the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Laboratory unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the contract 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 contract. 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," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be executed, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units

by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the 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 contract 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 contract.

9. **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 Contract. Notwithstanding the foregoing sentence, Laboratory represents and maintains that 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.

10. **Voluntary Termination.** Laboratory and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon giving of thirty (30) day prior written notice to other party.

11. **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 Department a certificate issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate on June 31, 2008.

14. **Conflict.** Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Laboratory fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Laboratory.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

18. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **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 Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not

limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: Millennium Engineers Group, Inc.
Attn: Raul Palma, P.E.
705 Dawson Drive
P.O. Box 4569
Edinburg, Texas 78540-4569

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.

22. **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 Contract.

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

24. **Gender.** All pronouns used in this Contract 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.

25. **Authority.** The execution and performance of this Contract by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

26. **Laboratory's Seal.** All documents and data furnished by the Laboratory to the County shall bear the Engineer's professional seal.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: Millennium Engineers Group, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____ / _____ / 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct # 4 -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 engineer.
- 4) Review all material designs as requested by the OWNER and/or project design engineer.
- 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 Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "B"

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 Engineer.
- 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 Engineer 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 engineer.

Exhibit C

LABORATORY TESTING SCHEDULE OF FEES - Basis for Payment

	PROCEDURE	TXDOT
SOILS TESTING		
MATERIAL PREPARATION TIME		
MOISTURE CONTENT DETERMINATION	ASTM D2216-TX-103-E	\$6.75
DETERMINATION OF LIQUID LIMIT OF SOILS	TEX-104-E	
DETERMINATION OF PLASTIC LIMIT OF SOILS	TEX-105-E	
ATTERBURG LIMITS OF SOILS	ASTM D 4318-TEX-106-E	\$45.00
BAR LINEAR SHRINKAGE OF SOILS	TEX-107-E	\$32.00
MATERIAL FINER#200 SIEVE	ASTM D 1140-TEX-111-E	\$42.00
LIME SERIES TESTING	TEX-112-E	N/A
MOISTURE-DENSITY RELATIONSHIP (TXDOT)	TEX-113-E / TEX-114-E	\$150.00
STANDARD PROCTOR	ASTM D 698	\$150.00
MODIFIED PROCTOR	ASTM D 1557	\$160.00
FIELD DENSITY TEST (NUCLEAR)	ASTM D 2950 -TEX-115-E	\$18.00
DETERMINATION OF SOIL Ph	TEX-128-E	\$20.00
SOIL-LIME TESTING	TEX-121-E	\$275.00
RESISTIVITY OF SOILS	TEX-129-E	\$85.00
SIEVE ANALYSIS (DRY) (4 SIEVES)	ASTM C 136-TEX-200-F	\$38.00
SIEVE ANALYSIS (WASHED) (4 SIEVES)	ASTM C 136-TEX-200-F	\$50.00
SIEVE ANALYSIS (ADDITIONAL SERVICES)	ASTM C 136-TEX-200-F	\$10.00
TEXAS WET BALL MILL (BASE MATERIAL QUALITY)	TEX-116-E	\$150.00
COURSE AND FINE AGGREGATE QUALITY TESTING		
DECANTATION TEST (CONC. AGGR.)	ASTM C117-TEX-406-A	\$30.00
SPECIFIC GRAVITY/ABSORP.(CONC.AGGR.)	ASTM C127-TEX-403-A	\$54.00
5 CYCLE MAGNESIUM SOUNDNESS	ASTM C88-TEX-411-A	
SSD UNIT WEIGHT OF AGGREGATES	ASTM C29-TEX-404-A	\$30.00
PERCENT VOIDS/SOLIDS IN CONC. AGGREGATES	TEX-405-A	\$10.00*
<i>* IN CONJUNCTION w/SSD UNIT Wt OF AGGRAGATES</i>		
SAND EQUIVALENT	ASTM D 2419-TEX-203-F	\$50.00
SPECIFIC GRAVITY/ABSORP.(FINE .AGGR.)	ASTM C 128-TEX-403-A	\$52.00
ORGANIC IMPURITIES IN FINE AGGREGATE	ASTM C 87 -TEX-408-A	\$35.00
FINENESS MODULUS OF FINE AGGREGATE	TEX-402-A	\$12.00
ACID INSOLUBLE OF FINE AGGREGATE	TEX-612-J	N/A
CONCRETE/MASONRY FILED & LAB. TESTING		
SLUMP TEST	ASTM C 143-TEX-415-A	\$15.00
AIR CONTENT (PRESSURE METHOD)	ASTM C 143-TEX-415-A	\$18.00
AIR CONTENT (VOLUMETRIC)	ASTM C 173	\$20.00
CASTING OF CONCRETE CYLINDERS	ASTM C 31	\$10.00
COMPRESSIVE STRENGTH OF CYL. SPECIMEN	ASTM C 39-TEX-418-A	\$12.00
CYLINDRICAL SPECIMEN PREP./HOLD/CURE	ASTM C 192	\$7.00
CASTING OF GROUT PRISMS	ASTM C 1019	N/A
GROUT PRISM PREP./CURE/COMPRESSIVE STRENGTH	ASTM C 39	N/A
CASTING OF MORTAR CUBES	ASTM C 780	N/A
MORTAR CUBE PREP./CURE/COMPRESSIVE STRENGTH	ASTM C109	N/A
MASONRY UNIT PREP./COMPRESSIVE STR. (SET OF 3)	ASTM C 140	N/A
MASONRY UNIT SPG/ABS./UNIT WT. (SET OF 3)	ASTM C 140	N/A
<i>*In Conjunction w/ Field Inspection</i>		
PAVEMENT THICKNESS / ASPHALT QUALITY		
CORING - ACP THICKNESS	ASTM D 3549	\$30.00
PAVEMENT THICKNESS DETERMINATION (FULL DEPTH)	ASTM	\$50.00
DENSITY OF ASPHALTIC CORES (4 OR 6 INCH)	TEX-207-F	\$25.00
MAXIMUM THEORETICAL SPG (RICE GRAVITY)	TEX-227-F	\$50.00
EXTRACTION/SIEVE ANALYSIS/ASPHALT CONTENT	TEX-210-F/TTEX-200-F	N/A
ASPHALT ROLLING PATTERN (NUCLEAR METHOD) one per proj	TEX-207-F-PART IV	\$30.00
EFF. OF WATER ON ASPHALT MIXTURES (AS REC'D)	TEX-531-C	\$65.00
Personnel		
Engineer (Principle)		\$90.00
Engineering Specialist		\$55.00
Technician Soils		\$38.67
Technician Concrete		\$40.00
Technician Asphalt		\$40.00
Clerical Administrative		\$40.00
CADD Technician		
Test Report		\$0.00
Milage (PER MILE) Max \$60.00 per day		\$0.38

** Price per hour

* All Dates are Hourly

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2006

PRODUCER (201)262-1200 FAX (201)262-7810
Fenner & Esler Agency, Inc.
467 Kinderkamack Road
P. O. Box 60
Oradell, NJ 07649-0060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Millennium Engineers Group
PO Box 4569
705 Dawson Drive
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's of London	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. REGRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability Claims Made Form	W1013Q05PNPM	12/12/2006	12/12/2007	Per Claim Limit \$1,000,000 Aggregate Limit \$1,000,000

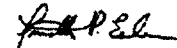
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Timothy Esler/JEAN



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

MILLENNIUM ENGINEERS GROUP, INC.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.005(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

N/A

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE

7

Kevin Kelpme

Signature of person doing business with the governmental entity


1-22-07

Date

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: RAUL PALMA
Title: PRESIDENT
Telephone Number: 956-383-8522
Date: 2-6-07

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**2007 Bonds - RGRWA Economic Dev. Authority
CC REGULAR**

Date: 02/13/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Chuy Ramirez 631-1185
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Authorize consent for the issuance of \$26,500,000 First Rio Grande Regional Water Authority Economic Development Corporation Bonds (Rio Grande Valley Sugar Growers, Inc. Project) Series 2007, and any other matters incident thereto.

BACKGROUND

No budgetary impact to county
Chuy Ramirez, Montalvo & Ramirez will be presenting item.

Revenue & Expenditures

Attachments

Link: [email](#)

Link: [Resolution](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 10:31 AM	APRV
2	Sergio Cruz	Sergio Cruz	02/09/2007 01:41 PM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:36 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Monica Badillo

Started On: 02/08/2007 04:41 PM

Final Approval Date:

From: "Debby Morales" <dmorales@lrgvdc.org>
To: <monica.badillo@co.hidalgo.tx.us>
CC: "Kenneth N. Jones" <knjones@lrgvdc.org>, "Craver, Jenny"
<jcraver@kassonlaw.com>
Date: Thu, 8 Feb 2007 11:28:56 -0600
Subject:

Monica,

Attached is the resolution we spoke about this morning. Thank you so much for all your help getting this on the Commissioners' Court agenda.

If you have any questions or need any further information please do not hesitate to contact Mr. Jones or me.

Thanks again,

Debby Morales
Executive Secretary
Lower Rio Grande Valley Development Council
311 N. 15th Street
McAllen, TX 78501
(956) 682-3481, fax (956) 631-4670

[Res App_ Hidalgo County_D1.doc \(Binary attachment\)](#)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS }

COUNTY OF HIDALGO }

We, the undersigned officers of the Commissioners’ Court (the “Commissioners’ Court”) of Hidalgo County, Texas (the “County”), hereby certify as follows:

1. The Commissioners’ Court convened in REGULAR MEETING on the 13th day of February, 2007, at the designated meeting place, and the roll was called of the duly constituted members of said Commissioners’ Court, to-wit:

- Hon. J.D. Salinas, County Judge
- Hon. Sylvia Handy, Commissioner
- Hon. Tito Palacios, Commissioner
- Hon. Joe Flores, Commissioner
- Hon. Oscar Garza, Jr., Commissioner

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION APPROVING AN AGREEMENT BY THE FIRST RIO GRANDE REGIONAL WATER AUTHORITY ECONOMIC DEVELOPMENT CORPORATION TO ISSUE BONDS FOR RIO GRANDE VALLEY SUGAR GROWERS, INC. AND THE BOND RESOLUTION PROVIDING FOR THE ISSUANCE OF SUCH BONDS

was duly introduced for the consideration of the Commissioners’ Court and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

All members of said Commissioners’ Court shown present above voted “AYE”; except _____.

NAYS: _____.

ABSTENTIONS: _____.

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Commissioners’

Court's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Commissioners' Court's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Commissioners' Court as indicated therein; that each of the officers and members of the Commissioners' Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

3. That the County Judge has approved and hereby approves the aforesaid Resolution; and that the County Judge and the County Clerk hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED the 13th day of February, 2007.

Arturo Guajardo, Jr.
County Clerk

Hon. J.D. Salinas
County Judge

[SEAL]

NO. _____

RESOLUTION APPROVING AN AGREEMENT BY THE FIRST RIO GRANDE REGIONAL WATER AUTHORITY ECONOMIC DEVELOPMENT CORPORATION TO ISSUE BONDS FOR RIO GRANDE VALLEY SUGAR GROWERS, INC. AND THE BOND RESOLUTION PROVIDING FOR THE ISSUANCE OF SUCH BONDS

WHEREAS, the First Rio Grande Regional Water Authority Economic Development Corporation (the “Issuer”) was created by the Rio Grande Regional Water Authority, which is itself a district created under authority of Article XVI, Section 59 of the Texas Constitution (the “Unit”) pursuant to the Development Corporation Act of 1979, Article 5190.6, Vernon’s Texas Civil Statutes, as amended (the “Act”), to finance projects located within the State of Texas and within the limits of the Unit.

WHEREAS, the Issuer proposes to issue bonds in the principal amount of not to exceed \$26,500,000 to assist in the financing of the costs of certain solid waste disposal components to the sugar mill of Rio Grande Valley Sugar Growers, Inc. (the “Borrower”) located on approximately 42 acres of land located at Highway 107, 2.5 miles west of Santa Rosa, Texas, within the boundaries of the Unit in Hidalgo County, Texas; and

WHEREAS, on May 23, 2006, the Commissioners’ Court of Hidalgo County, Texas, requested the Issuer to exercise its powers therein for the purpose of financing such Project and gave its approval and consent to the financing; and

WHEREAS, on June 20, 2006, the Issuer adopted a resolution with respect to the issuance of bonds to finance the Project for the Borrower, which resolution was amended on October 4, 2006 (the “Inducement Resolution”); and

WHEREAS, on February 9, 2007, the Issuer conducted a public hearing with respect to the Project, after publishing notice of said hearing with respect to the proposed Project in newspapers of general circulation in the jurisdictions of the Project and the Issuer; and

WHEREAS, on February 12, 2007, the Issuer adopted an approving resolution with respect to the issuance of bonds to finance the Project for the Borrower; and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted.

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS’ COURT OF HIDALGO COUNTY, TEXAS, THAT:

Section 1. The “Loan Agreement between the First Rio Grande Regional Water Authority Economic Development Corporation and Rio Grande Valley Sugar Growers, Inc.” in substantially the form and substance as attached to this Resolution and made part hereof for all purposes, is hereby approved, and Bonds in a principal amount of

\$26,500,000, are approved to be issued pursuant thereto for the purpose of assisting in the financing of certain solid waste disposal components to the Borrower's sugar mill to be located within Hidalgo County, Texas and certain costs of issuance of the Bonds.

Section 2. The "Resolution Authorizing the Issuance of the First Rio Grande Regional Water Authority Economic Development Corporation Economic Development Revenue Bonds (Rio Grande Valley Sugar Growers, Inc. Project), Series 2007; the Execution of a Trust Indenture, a Loan Agreement, a Tax Regulatory Agreement, and a Bond Purchase Agreement; Approval of an Offering Memorandum; and Other Matters in Connection Therewith", in substantially the form and substance attached to this Resolution as Exhibit A and made a part hereof for all purposes, is hereby specifically approved, and the Bonds may be issued as provided for therein.

Section 3. The approvals contained herein are solely for the purposes of Section 23(a) of the Development Corporation Act of 1979, as amended (Article 5190.6, Vernon's Texas Civil Statutes) and Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Rio Grande Regional Water Authority and Hidalgo County, Texas shall have no liability for the payment of the Bonds nor shall any of its assets be pledged to the payment of the Bonds.

Section 4. This Resolution shall be effective immediately upon passage.

COMMISSIONER'S COURT OF HIDALGO COUNTY

Arturo Guajardo, Jr.
County Clerk

Hon. J.D. Salinas
County Judge

“Resolution Authorizing the Issuance of the First Rio Grande Regional Water Authority Economic Development Corporation Economic Development Revenue Bonds (Rio Grande Valley Sugar Growers, Inc. Project), Series 2007; the Execution of a Trust Indenture, a Loan Agreement, a Tax Regulatory Agreement, and a Bond Purchase Agreement; Approval of an Offering Memorandum; and Other Matters in Connection Therewith”

See Attached

2006 Interdepartmental Transfers
CC REGULAR

Date: 02/13/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Various Departments
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Approval of 2006 interdepartmental transfer from Jail to County Wide Administration to fund various departments within the General Fund (1100).
2. Approval of 2006 interdepartmental transfer from County Wide Administration to Various Departments within the General Fund (1100).

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** See attached
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
See attached expense report for funding availability.

Attachments

- Link: [2006 Interdepartmental from Jail to Contingency](#)
Link: [2006 Jail Exp Rpt](#)
Link: [2006 Interdepartmental Transfer From Contengency](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan	Dale Kennan	02/08/2007 09:56 AM	APRV
2	Budget & Management	Dina Trevino	02/08/2007 04:24 PM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:28 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Dale Kennan **Started On:** 02/06/2007 08:06 AM

Final Approval Date:

For 01/01/06 - 01/31/07

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND						
6-1100-423-21-280-002-0-113	JAIL-PERM F/T EMPLOYEES	11,852,447.71	.00	11,840,451.33	11,840,451.33	11,996.38 99.90
6-1100-423-21-280-002-0-115	JAIL-LONGEVITY PAY	6,737.50	.00	6,737.50	6,737.50	.00 100.00
6-1100-423-21-280-002-0-117	JAIL-SUPPLEMENTAL PAY	89,100.00	.00	82,115.39	82,115.39	6,984.61 92.16
6-1100-423-21-280-002-0-119	JAIL-CLOTHING ALLOWANCE	2,721.08	.00	2,721.08	2,721.08	.00 100.00
6-1100-423-21-280-002-0-121	JAIL-TEMP F/T EMPL	164,144.88	.00	139,144.88	139,144.88	25,000.00 84.77
6-1100-423-21-280-002-0-211	JAIL-HEALTH INSURANCE	1,582,098.92	.00	1,549,913.93	1,549,913.93	32,184.99 97.97
6-1100-423-21-280-002-0-212	JAIL-LIFE INSURANCE	12,621.44	.00	12,621.44	12,621.44	.00 100.00
6-1100-423-21-280-002-0-220	JAIL-FICA	912,735.87	.00	912,920.59	912,920.59	-184.72 100.02
6-1100-423-21-280-002-0-230	JAIL-RETIREMENT	946,679.40	.00	946,894.79	946,894.79	-215.39 100.02
6-1100-423-21-280-002-0-250	JAIL-UNEMPLOYMENT COMP	76,008.31	.00	73,692.32	73,692.32	2,315.99 96.95
6-1100-423-21-280-002-0-260	JAIL-WORKERS COMP	1,002,195.09	.00	999,593.45	999,593.45	2,601.64 99.74
6-1100-423-21-280-002-0-320	JAIL-PROFESSIONAL SERVICES	10,300.00	.00	2,460.00	2,460.00	7,840.00 23.88
6-1100-423-21-280-002-0-331	JAIL-PHYSICIAN SERVICES	220,000.00	.00	163,724.94	163,724.94	56,275.06 74.42
6-1100-423-21-280-002-0-332	JAIL-HOSPITAL SERVICES	214,700.00	.00	110,403.39	110,403.39	104,296.61 51.42
6-1100-423-21-280-002-0-339	JAIL-OTHER PROFESSIONAL SERVICES	43,000.00	.00	12,538.00	12,538.00	30,462.00 29.16
6-1100-423-21-280-002-0-343	JAIL-LAUNDRY & DRY CLEANING	26,000.00	.00	17,765.29	17,765.29	8,234.71 68.33
6-1100-423-21-280-002-0-346	JAIL-HAULING & FREIGHT SERVICES	1,000.00	.00	977.50	977.50	22.50 97.75
6-1100-423-21-280-002-0-350	JAIL-CONTRACTUAL SERVICES	11,000.00	.00	6,805.40	6,805.40	4,194.60 61.87
6-1100-423-21-280-002-0-411	JAIL-WATER	150,000.00	.00	140,778.74	140,778.74	9,221.26 93.85
6-1100-423-21-280-002-0-421	JAIL-DISPOSAL	45,000.00	.00	40,345.70	40,345.70	4,654.30 89.66
6-1100-423-21-280-002-0-424	JAIL-LAWN CARE	500.00	.00	.00	.00	500.00 .00
6-1100-423-21-280-002-0-425	JAIL-PEST CONTROL	12,000.00	.00	4,500.00	4,500.00	7,500.00 37.50
6-1100-423-21-280-002-0-431	JAIL-BLDG R&M SERVICE	80,000.00	.00	53,132.20	53,132.20	26,867.80 66.42
6-1100-423-21-280-002-0-432	JAIL-EQUIP R&M SERVICE	102,000.00	.00	81,322.37	81,322.37	20,677.63 79.73
6-1100-423-21-280-002-0-434	JAIL-VEHICLE R&M SERVICE	10,000.00	.00	.00	.00	10,000.00 .00
6-1100-423-21-280-002-0-442	JAIL-EQUIP & VEHICLE RENTALS	35,000.00	.00	17,180.24	17,180.24	17,819.76 49.09
6-1100-423-21-280-002-0-529	JAIL-SURETY & NOTARY BONDS	1,500.00	.00	1,420.00	1,420.00	80.00 94.67
6-1100-423-21-280-002-0-531	JAIL-TELEPHONE	89,000.00	.00	52,676.88	52,676.88	36,323.12 59.19
6-1100-423-21-280-002-0-535	JAIL-POSTAGE	6,000.00	.00	4,280.99	4,280.99	1,719.01 71.35
6-1100-423-21-280-002-0-540	JAIL-ADVERTISING	5,000.00	.00	3,589.25	3,589.25	1,410.75 71.79
6-1100-423-21-280-002-0-550	JAIL-PRINTING & BINDING	24,000.00	.00	8,323.65	8,323.65	15,676.35 34.68
6-1100-423-21-280-002-0-560	JAIL-MICROFILM & FILM DEVELOPMENT	500.00	.00	35.40	35.40	464.60 7.08
6-1100-423-21-280-002-0-581	JAIL-TRAVEL IN COUNTY	500.00	.00	.00	.00	500.00 .00
6-1100-423-21-280-002-0-582	JAIL-TRANSPORTATION OF DETAINEES	10,000.00	.00	9,987.83	9,987.83	12.17 99.88
6-1100-423-21-280-002-0-583	JAIL-TRAVEL OUT OF COUNTY	4,000.00	.00	3,453.16	3,453.16	546.84 86.33
6-1100-423-21-280-002-0-584	JAIL-REGISTRATION FEES	2,000.00	.00	645.00	645.00	1,355.00 32.25
6-1100-423-21-280-002-0-590	JAIL-ROOM & BOARD	765,000.00	.00	687,433.50	687,433.50	77,566.50 89.86

For 01/01/06 - 01/31/07

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND						
6-1100-423-21-280-002-0-601 JAIL-OFFICE SUPPLIES	50,000.00	.00	30,012.91	30,012.91	19,987.09	60.03
6-1100-423-21-280-002-0-602 JAIL-PAPER SUPPLIES	14,000.00	.00	13,110.70	13,110.70	889.30	93.65
6-1100-423-21-280-002-0-603 JAIL-EDUCATIONAL SUPPLIES	500.00	.00	.00	.00	500.00	.00
6-1100-423-21-280-002-0-604 JAIL-CHEM,DRUGS,MEDS & LAB SUPPL	274,000.00	.00	178,136.75	178,136.75	95,863.25	65.01
6-1100-423-21-280-002-0-605 JAIL-CLOTHING & UNIFORMS	90,000.00	.00	78,120.99	78,120.99	11,879.01	86.80
6-1100-423-21-280-002-0-607 JAIL-CLEANING & SANITATION SUPPLIES	140,000.00	.00	138,561.42	138,561.42	1,438.58	98.97
6-1100-423-21-280-002-0-608 JAIL-HOUSEHOLD & INSTITUTIONAL SUPPLIES	100,000.00	.00	91,218.04	91,218.04	8,781.96	91.22
6-1100-423-21-280-002-0-609 JAIL-AGRICULTURAL & LANDSCAPING SUPPLIES	1,300.00	.00	1,244.66	1,244.66	55.34	95.74
6-1100-423-21-280-002-0-611 JAIL-POLICE & CAMERA SUPPLIES	55,000.00	.00	53,303.08	53,303.08	1,696.92	96.91
6-1100-423-21-280-002-0-621 JAIL-GAS	80,000.00	.00	78,800.53	78,800.53	1,199.47	98.50
6-1100-423-21-280-002-0-622 JAIL-ELECTRICITY	349,912.15	.00	349,943.22	349,943.22	-31.07	100.01
6-1100-423-21-280-002-0-623 JAIL-BOTTLED GAS	2,500.00	.00	356.72	356.72	2,143.28	14.27
6-1100-423-21-280-002-0-626 JAIL-GASOLINE (BULK)	15,000.00	.00	5,689.23	5,689.23	9,310.77	37.93
6-1100-423-21-280-002-0-630 JAIL-FOOD	1,315,179.87	.00	1,315,179.87	1,315,179.87	.00	100.00
6-1100-423-21-280-002-0-631 JAIL-BOTTLED WATER	13,000.00	.00	9,544.00	9,544.00	3,456.00	73.42
6-1100-423-21-280-002-0-640 JAIL-BOOKS & PERIODICALS	500.00	.00	139.00	139.00	361.00	27.80
6-1100-423-21-280-002-0-661 JAIL-MINOR OFFICE EQUIPMENT	5,000.00	.00	4,897.65	4,897.65	102.35	97.95
6-1100-423-21-280-002-0-663 JAIL-SMALL TOOLS	6,000.00	.00	5,415.92	5,415.92	584.08	90.27
6-1100-423-21-280-002-0-664 JAIL-OTHER MINOR EQUIPMENT	55,000.00	.00	38,230.64	38,230.64	16,769.36	69.51
6-1100-423-21-280-002-0-665 JAIL-OTHER MINOR COMPUTER EQUIPMENT	25,000.00	.00	24,412.84	24,412.84	587.16	97.65
6-1100-423-21-280-002-0-666 JAIL-OTHER MINOR OFFICE FURNITURE	8,000.00	.00	7,481.10	7,481.10	518.90	93.51
6-1100-423-21-280-002-0-671 JAIL-BLDG R&M SUPPLIES	80,000.00	.00	56,271.42	56,271.42	23,728.58	70.34
6-1100-423-21-280-002-0-672 JAIL-EQUIP R&M SUPPLIES	55,000.00	.00	38,314.69	38,314.69	16,685.31	69.66
6-1100-423-21-280-002-0-679 JAIL-OTHER R&M SUPPLIES	15,000.00	.00	14,993.03	14,993.03	6.97	99.95
6-1100-423-21-280-002-0-681 JAIL-VEHICLE R&M SUPPLIES	10,000.00	.00	9,573.82	9,573.82	426.18	95.74
6-1100-423-21-280-002-0-682 JAIL-VEHICLE FUEL	.00	.00	.00	.00	.00	.00
6-1100-423-21-280-002-0-683 JAIL-LUBRICANTS	2,000.00	.00	.00	.00	2,000.00	.00
6-1100-423-21-280-002-0-684 JAIL-TIRES & TUBES	3,000.00	.00	2,708.00	2,708.00	292.00	90.27
6-1100-423-21-280-002-0-739 JAIL-OTHER STRUCTURES	80,000.00	.00	70,488.67	70,488.67	9,511.33	88.11
6-1100-423-21-280-002-0-743 JAIL-OFFICE EQUIPMENT	4,000.00	.00	2,920.54	2,920.54	1,079.46	73.01
6-1100-423-21-280-002-0-745 JAIL-COMPUTER EQUIPMENT	5,300.00	.00	2,232.00	2,232.00	3,068.00	42.11
6-1100-423-21-280-002-0-748 JAIL-OTHER EQUIPMENT	24,500.00	.00	24,044.11	24,044.11	455.89	98.14
6-1100-423-21-280-002-0-810 JAIL-DUES & MEMBERSHIPS	500.00	.00	24.00	24.00	476.00	4.80
6-1100-423-21-280-002-0-890 JAIL-OTHER	2,500.00	.00	1,190.00	1,190.00	1,310.00	47.60
1100 GENERAL FUND	21,397,182.22	.00	20,637,145.68	20,637,145.68	760,036.54	96.45
6 YEAR	21,397,182.22	.00	20,637,145.68	20,637,145.68	760,036.54	96.45

DATE: February 6, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Various Departments

ACCOUNT NUMBER: 6-1100-4XX-XX-XXX-0XX-0-XXX

SUBJECT: **Interdepartmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	-112,848.15
6-1100-412-00-001-001-0-113	92ND DC-PERM F/T EMPLOYEES	5,284.84
6-1100-412-00-001-001-0-220	92ND DC-FICA	410.43
6-1100-412-00-001-001-0-230	92ND DC-RETIREMENT	471.42
6-1100-412-00-001-001-0-260	92ND DC-WORKERS COMP	34.35
6-1100-412-00-004-001-0-220	206TH DC-FICA	9.03
6-1100-412-00-004-001-0-230	206TH DC-RETIREMENT	21.86
6-1100-412-00-080-002-0-113	CRIM DA-PERM F/T EMPLOYEES	1,948.11
6-1100-412-00-080-002-0-220	CRIM DA-FICA	150.26
6-1100-412-00-080-002-0-230	CRIM DA-RETIREMENT	174.18
6-1100-412-00-090-001-0-113	DIST CLERK-PERM F/T EMPLOYEES	4,051.36
6-1100-412-00-090-001-0-220	DIST CLERK-FICA	308.60
6-1100-412-00-090-001-0-230	DIST CLERK-RETIREMENT	367.51
6-1100-412-00-090-001-0-260	DIST CLERK-WORKERS COMP	3.80
6-1100-413-00-110-006-0-113	CO JUDGE-PERM F/T EMPLOYEES	3,119.41
6-1100-413-00-110-006-0-220	CO JUDGE-FICA	189.97
6-1100-413-00-110-006-0-230	CO JUDGE-RETIREMENT	214.42
6-1100-415-00-200-001-0-220	INFO TECH DEPT-FICA	2.52
6-1100-415-00-200-001-0-230	INFO TECH DEPT-RETIREMENT	2.93
6-1100-415-15-140-001-0-411	TAX OFF-WATER	82.19
6-1100-415-18-160-001-0-532	PURCHASING-CELL PHONE	59.65
6-1100-415-21-170-001-0-667	CO AUDITOR-MINOR SOFTWARE	6.00
6-1100-415-30-115-021-0-339	GENERAL LITIGATION-OTHER PROFESSIONAL	28,919.68
6-1100-415-40-180-001-0-113	CO CLERK-PERM F/T EMPLOYEES	1,976.64
6-1100-415-40-180-001-0-118	CO CLERK-AUTO ALLOWANCE	46.15
6-1100-415-40-180-001-0-220	CO CLERK-FICA	162.51
6-1100-415-40-180-001-0-230	CO CLERK-RETIREMENT	183.41
6-1100-419-00-115-025-0-820	INSURANCE-JUDGEMENTS & DAMAGES	7,436.97
6-1100-419-40-220-001-0-622	GEN GOVT BLDG-ELECTRICITY	55,867.62
6-1100-419-40-220-003-0-532	CRTHSE PK LOT-CELL PHONE	117.65
6-1100-421-00-115-028-0-532	TX ALCOHOLIC BEVERAGE COMM-CELL PHONE	76.58
6-1100-421-00-280-001-0-113	SHERIFF-PERM F/T EMPLOYEES	529.71
6-1100-421-00-280-001-0-220	SHERIFF-FICA	65.63

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-421-00-280-001-0-230	SHERIFF-RETIREMENT	74.79
6-1100-421-00-280-001-0-260	SHERIFF-WORKERS COMP	42.25
6-1100-421-00-295-001-0-532	CONSTABLE PCT.5-CELL PHONE	4.54
6-1100-423-21-280-002-0-220	JAIL-FICA	184.72
6-1100-423-21-280-002-0-230	JAIL-RETIREMENT	215.39
6-1100-423-21-280-002-0-622	JAIL-ELECTRICITY	31.07
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer from Co. Wide Adm. -Contingency into various departments to clear negative balances and to fund needed accounts for 2006 .

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-2445

18.C.

2006 Budget Appropriation
CC REGULAR

Date: 02/13/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Workers' Compensation Division
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2006 appropriation of funds for Department of Budget & Management-Workers' Compensation Division (2202) in the amount of \$10,161.33.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [2006 Budget Appropriation](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 10:11 AM	APRV
2	Purchasing Department	Marty Salazar	02/09/2007 04:34 PM	APRV
3	Auditor's Office			NEW
4	Agenda Coordinator			

Form Started By: Dale Kennan

Started On: 02/07/2007 04:49 PM

Final Approval Date:

2006 Budget Appropriation
CC REGULAR

Date: 02/13/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Health Insurance Administration
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2006 appropriation of funds for Department of Budget & Management-Health Insurance Administration (2201) in the amount of \$2,227.49.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [2006 BA](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 09:46 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/09/2007 10:37 AM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:34 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Dale Kennan

Started On: 02/07/2007 04:28 PM

Final Approval Date:

DATE: February 7, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for
Health Department Administration

ACCOUNT NUMBER: 6-2201-415-00-115-009-0-339

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-2201-415-00-115-009-0-339	DBM-HEALTH INS ADM-OTHER PROFESSIONAL SR	2,227.49
TOTAL BUDGET INCREASE (DECREASE)		\$ 2,227.49

REASON: To appropriate funding from fund 2201 fund balance into the 2006 DBM-HEALTH INS ADM-OTHER PROFESSIONAL SR to clear negative.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

**General Fund Interdepartmental Transfer - Negatives
CC REGULAR**

Date: 02/13/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration to Various Departments within the General Fund (1100) in the amount of 56,254.49.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$192,311.21 available balance as of 02/09/2007

Attachments

Link: [Interdepartmental Transfer](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	02/09/2007 03:15 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 03:49 PM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:34 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Sergio Cruz **Started On:** 02/07/2007 04:50 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: February 12, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT

ACCOUNT NUMBER: 7-1100-41X-X0-XXX-00X-0-XXX- VARIOUS ACCOUNTS

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: **Inter-departmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0- 899	CO WIDE ADMIN- CONTINGENCY	(56,254.49)
TO		
7-1100-412-00-045-001-0- 116	AUXILLIARY COURT INTERPRETER PAY	6,000.00
7-1100-412-00-045-001-0- 220	AUXILLIARY COURT FICA	459.00
7-1100-412-00-045-001-0- 230	AUXILLIARY COURT RETIREMENT	535.20
7-1100-412-00-045-001-0- 250	AUXILLIARY COURT UNEMPLOYMENT COME	30.00
7-1100-412-00-045-001-0- 260	AUXILLIARY COURT WORKER'S COMP	34.80
7-1100-412-00-090-001-0- 121	DISTRICT CLERK TEMP F/T EMPLOYEES	44,409.20
7-1100-412-00-090-001-0- 220	DISTRICT CLERK FICA	3,397.30
7-1100-412-00-090-001-0- 250	DISTRICT CLERK UNEMPLOYMENT COME	222.05
7-1100-412-00-090-001-0- 260	DISTRICT CLERK WORKER'S COMP	288.66
7-1100-413-00-110-006-0- 117	CO JUDGE SUPPLEMENTAL PAY	288.46
7-1100-415-50-190-001-0- 113	CIVIL SERVICE PERM F/T EMPLOYEES	422.54
7-1100-415-50-190-001-0- 211	CIVIL SERVICE HEALTH INSURANCE	92.53
7-1100-415-50-190-001-0- 220	CIVIL SERVICE FICA	32.21
7-1100-415-50-190-001-0- 230	CIVIL SERVICE RETIREMENT	37.69
7-1100-415-50-190-001-0- 250	CIVIL SERVICE UNEMPLOYMENT COME	2.11
7-1100-415-50-190-001-0- 260	CIVIL SERVICE WORKER'S COMP	2.74
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTER-DEPARTMENTAL TRANSFER TO FUND NEGATIVE BALANCES FOR VARIOUS ACCOUNTS DUE TO ACCRUAL EXPENDITURES AND CREATION OF (4) TEMP POSITONS FOR DISTRICT CLEKS OFFICE WHICH WERE APPROVED 01-09-07.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-2441

18.F.

**Co Judge's Office- Creation of Public Health Liaison Position
CC REGULAR**

Date: 02/13/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

County Judges Office

1. Approval to create one (1) regular full-time Public Health Liaison at \$43,000 effective next full pay period, 02-19-07.
2. Approval of revised salary schedule.

BACKGROUND

Funding identified pending CC approval. RC

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding identified pending CC approval. RC

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/08/2007 08:28 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/09/2007 04:25 PM	APRV
3	Dina Trevino	Dina Trevino	02/09/2007 05:14 PM	APRV
4	Sergio Cruz			NEW
5	Purchasing Department			
6	Auditor's Office			
7	Agenda Coordinator			

Form Started By: Rosie Cantu

Started On: 02/07/2007 04:38 PM

Final Approval Date:

AI-2407

18.G.

**2007 Appropriation funds for Constable Precinct 3
CC REGULAR**

Date: 02/13/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Constable Precinct 3
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 appropriation of funds for (1100) Constable Precinct 3 in the amount of \$1,066.94.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: ACCT. #: 7-1100-421-00-293-001-0-434
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds received into 7-1100-360-00-000-005-0-000 (receipt # 108393) in the amount of \$1,066.94.

Attachments

Link: [2007 Budget Appropriation](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/07/2007 03:44 PM	APRV
2	Dina Trevino	Dina Trevino	02/09/2007 10:58 AM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:31 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Dale Kennan

Started On: 02/07/2007 01:48 PM

Final Approval Date:

AI-2425

18.H.

Pct 1 - Interfund Transfer from 1201 to 1315

CC REGULAR

Date: 02/13/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interfund transfer from Precinct 1 Road and Bridge fund (1201) to TxDOT fund (1315) in the amount of \$5,252.04 for right of way acquisition for FM 493.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 ACCT. #: 7-1201-431-00-121-005-0-679
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$65,390.31 available balance as of 02/07/2007
\$5,252.04 from fund 1201 to 1315

Attachments

Link: [Interfund Transfer](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	02/08/2007 09:13 AM	APRV
2	Budget & Management	Dina Trevino	02/08/2007 04:47 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	02/09/2007 08:40 AM	APRV
4	Purchasing Department	Marty Salazar	02/09/2007 04:31 PM	APRV
5	Auditor's Office	Linda Fong	02/09/2007 05:04 PM	APRV
6	Joy Hsu			NEW
7	Agenda Coordinator			

Form Started By: Sergio Cruz Started On: 02/07/2007 03:03 PM

Final Approval Date:

4th Quarter Survey Reports for Workers Compensation
CC REGULAR

Date: 02/13/2007
Submitted By: Rosie Luna, SAFETY/WORKERS' COMP. DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

Workers Compensation Division:
Discussion on 4th Quarter Survey Reports for Workers Compensation to be presented by Valde Guerra.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/07/2007 03:45 PM	APRV
2	Dale Kennan	Dale Kennan	02/08/2007 10:13 AM	APRV
3	Purchasing Department	Marty Salazar	02/08/2007 01:44 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Rosie Luna

Started On: 02/07/2007 02:03 PM

Final Approval Date:

AI-2403

18.J.

**Approval to pay additional premium to Alamo Insurance Group
CC REGULAR**

Date: 02/13/2007
Submitted By: Flora Vazquez, SAFETY/WORKERS' COMP. DIVISION
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

Workers' Compensation Division:
Requesting approval for the County Auditor to pay additional premium of \$38,936.00 to Alamo Insurance Group for the final payroll audit for policy period of 07/01/06 on the County's Worker's Comp. Policy with Safety National Corp., Excess Workers' Compensation Insurance - Policy Term 07/01/05-07/01/06.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-2202-419-50-230-015-0-524
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance in 2006 CLAIMS SERVICING-GENERAL INSURANCE is \$112,410.00 as of 2/8/07.

Attachments

Link: [Notice of final premium](#)
Link: [Payroll Audit](#)
Link: [Invoice](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/07/2007 03:44 PM	APRV
2	Dale Kennan	Dale Kennan	02/08/2007 10:11 AM	APRV
3	Purchasing Department	Marty Salazar	02/08/2007 01:44 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Flora Vazquez

Started On: 02/07/2007 11:44 AM

Final Approval Date:

Alamo Insurance Group, Inc.
3201 Cherry Ridge Dr. # D 405
San Antonio, TX 78230-4823
Phone: (210)930-6665
Fax: (210)930-1838

Alamo Insurance Group, Inc.

Fax# 956-318-2658

To: Flora Vasquez
From: Ruth Garza
RE Customer: Hidalgo County
Policy No.: AGC-9610-TX
Subject: Workers Compensation
Date: 1/25/2007

Flora,

Attached please find the finalized premium audit that has been revised for the audit period of 07/01/05 to 07/01/2006.

Based on the audit results, please find enclosed a summary of the calculations showing an additional premium due of \$38,936.00 along with an invoice of the additional premium.

Please forward payment as soon as possible and let me know if you have any questions.

SAFETY NATIONAL

Casualty Corporation

2043 Woodland Parkway
 St. Louis, MO 63146-4235
 Telephone (314) 995-5300
 Fax (314) 995-3843

HIDALGO COUNTY

VOLUNTARY PREMIUM AUDIT RESULTS - REVISED

POLICY#: AGC-9610-TX

LIABILITY PERIOD: 07/01/05-06

AUDIT PERIOD: 07/01/05-06

CODE	PAYROLL	RATE	PREMIUM
3724	\$147,655	10.25	\$15,135
4511	\$405,963	2.07	\$8,403
5190	\$182,730	11.17	\$20,411
5191	\$165,956	2.48	\$4,116
5403	\$200,974	19.40	\$38,989
5506	\$3,027,230	17.88	\$541,269
5606	\$327,459	4.00	\$13,098
6219	\$8,219	12.66	\$1,041
7590	\$1,039,485	15.62	\$162,368
7704	\$198,624	5.16	\$10,249
7720	\$23,925,781	7.96	\$1,904,492
8391	\$662,767	6.60	\$43,743
8601	\$165,943	1.24	\$2,058
8742	\$4,458,972	1.08	\$48,157
8809	\$239,418	0.79	\$1,891
8810	\$27,213,562	0.66	\$179,610
8820	\$4,145,148	0.48	\$19,897
8828	\$44,841	10.17	\$4,560
8831	\$196,898	3.37	\$6,635
8833	\$7,884,550	2.81	\$221,556
8838	\$141,643	1.14	\$1,615
8868	\$9,727,469	1.64	\$159,530
9014	\$1,991,925	10.61	\$211,343
9079	\$26,435	6.77	\$1,790
9101	\$1,951,900	12.20	\$238,132
9102	\$716,513	8.34	\$59,757

\$89,198,060

\$3,919,844

TOTAL MANUAL PREMIUM

\$3,919,844

EXPERIENCE MODIFICATION

1.00

TOTAL STANDARD PREMIUM

\$3,919,844

PREMIUM RATE

6.176%

EARNED PREMIUM

\$242,090

MINIMUM PREMIUM

\$192,996

DEPOSIT

\$203,154

ADDITIONAL/(RETURN) PREMIUM DUE

\$38,936

a **DELPHI** company

Alamo Insurance Group, Inc.
 3201 Cherry Ridge Dr. # D 405
 San Antonio, TX 78230-4823
 (210)930-6665

Invoice

Client	Hidalgo County
Date	01/25/2007
Client Service	(210)930-6665
Page	1 of 1

Hidalgo County
 100 E. Cano
 2nd Floor
 Edinburg, TX 78539

Payment Information	
Invoice Summary	38,936.00
Payment Amount	
Payment for:	Invoice #20718
AGC-9610-TX	

Thank you



Please detach and return with payment

Client: Hidalgo County

Invoice	Effective	Transaction	Description	Amount
20718	07/01/2006	Premium audit	Policy #AGC-9610-TX 07/01/2005-07/01/2006 Safety National Casualty Corp. Workers Compensation - Final Premium Audit	38,936.00

				Total:
				38,936.00

Thank you

Alamo Insurance Group, Inc. (210)930-6665	Date 01/25/2007
--	--------------------

AI-2466

18.K.

Precinct 4 Interdepartmental Transfer C.O., 2006

CC REGULAR

Date: 02/13/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer from 2006 C.O. Series - Precinct #4 to 10th Street (SH107 -FM1925) in the amount of \$636,400.00 for right of way acquisition on 10th Street road project (1336).

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-431-00-124-029-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$2,700,000.00 available balance as of 02/09/2007

Attachments

Link: [Interdepartmental Transfer](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	02/09/2007 01:36 PM	APRV
2	Budget & Management	Dina Trevino	02/09/2007 02:53 PM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:37 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Sergio Cruz **Started On:** 02/09/2007 01:27 PM

Final Approval Date:

UPL
CC REGULAR

Date: 02/13/2007
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Indigent Health Care Program (UPL):

1. Discussion, consideration, and approval to transfer the following amounts to the County of Hidalgo Medicaid Supplemental Program Escrow Account No. 1 for Indigent Health Care expenditures:
 check register 01-23-2007 amount not to exceed \$235,747.80
 check register 01-30-2007 amount not to exceed \$142,301.17
 check register 02-06-2007 amount not to exceed \$234,608.55
 check register 02-13-2007 amount not to exceed \$207,528.37
2. Approval of wire transfer to cover the claims to be paid.
3. Approval to request reimbursement for 2006 Indigent Health Care Administrative expenses from Hidalgo County Clinical Services, Inc.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 02:51 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/09/2007 04:05 PM	APRV
3	Budget & Management	Dina Trevino	02/09/2007 04:09 PM	APRV
4	Purchasing Department	Marty Salazar	02/09/2007 04:37 PM	APRV
5	Auditor's Office			NEW
6	Agenda Coordinator			

Form Started By: Dina Trevino

Started On: 02/09/2007 01:56 PM

Final Approval Date:

Pct 4- Salary Adjustments
CC REGULAR

Date: 02/13/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Precint 4- Sanitation

1. Discussion, consideration and approval of budgeted salary adjustment to slot 124-001-0006 due to additional duties (GASB).

Precint 4- R&B

2. Discussion, consideration and approval of budgeted salary adjustment to slots 124-007-0001, 124-007-0002, 124-007-0004, 124-007-0030, 124-007-0031, 124-007-0048 due to additional duties (GASB).

Precint 4- Parks

3. Discussion, consideration and approval of budgeted salary adjustment to slot 124-009-0003 due to additional duties (GASB).

4. Approval of revised salary schedules

BACKGROUND

The above slots will be assigned additional duties pending CC approval, in lieu of creating a GASB Coordinator. RC

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	02/08/2007 08:28 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/09/2007 05:10 PM	APRV
3	Dina Trevino			NEW
4	Purchasing Department			
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Rosie Cantu

Started On: 02/07/2007 04:50 PM

Final Approval Date:

AI-2470
Planning Department
CC REGULAR

18.N.

Date: 02/13/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Planning Department:

1. Discussion, consideration and approval to delete vacant slot# 210-001-0-0004 - Planner II and vacant slot#210-001-0-0006 - Planning Inspector I budgeted at \$40,742.00 and \$26,938.00 respectively.
2. Discussion, consideration and approval to create two (2) new positions, Engineering Tech III/Subdivision Coordinator set salary at \$45,000.00 and Planning Inspector II set salary at \$26,938.00
3. Approval of revised salary schedule

BACKGROUND

Slot# 210-001-0-0023 Planning Inspector II has no budgetary impact.
Slot# 210-001-0-0022 Engineering Tech/Subdivision Coordinator has a \$4,394.95 budgetary impact that will be funded from lapse salaries.

Revenue & Expenditures

Attachments

Link: [Revised Salary Schedule](#)

Link: [Fiscal Note](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	02/09/2007 03:36 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/09/2007 04:04 PM	APRV
3	Budget & Management	Dina Trevino	02/09/2007 04:09 PM	APRV
4	Sergio Cruz	Sergio Cruz	02/09/2007 04:36 PM	APRV
5	Purchasing Department	Marty Salazar	02/09/2007 04:37 PM	APRV
6	Auditor's Office			NEW
7	Agenda Coordinator			

Form Started By: Damaris San Miguel

Started On: 02/09/2007 02:53 PM

Final Approval Date:

Hidalgo County Budget Office
FISCAL NOTE

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

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, February 13, 2007

Agenda Item: AI-2470

Summary of request/proposal: Delete slots 210-001-0-004 & 210-001-0-006 and create slots 210-001-0-0022 & 210-001-0-0023.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
1100	PLANNER II	0004	113	40,742.00	0.00	(40,742.00)
1100	PLANNING INSPECTOR I	0006	113	26,938.00	0.00	(26,938.00)
1100	ENGINEERING TECH II/SUBDIVISION COORDINATOR	0022	113	0.00	45,000.00	45,000.00
110	PLANNING INSPECTOR II	0023	113	0.00	26,938.00	26,938.00
				67,680.00	71,938.00	4,258.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-419-10-210-001-0 113	PLANNING DEPT. PERM F/T EMPLOYEES	3,752.26
7-1100-419-10-210-001-0 211	PLANNING DEPT. HEALTH INSURANCE	\$0.00
7-1100-419-10-210-001-0 212	PLANNING DEPT. LIFE INSURANCE	\$0.00
7-1100-419-10-210-001-0 220	PLANNING DEPT. FICA	287.05
7-1100-419-10-210-001-0 230	PLANNING DEPT. RETIREMENT	334.70
7-1100-419-10-210-001-0 250	PLANNING DEPT. UNEMPLOYMENT COMP	18.76
7-1100-419-10-210-001-0 260	PLANNING DEPT. WORKER'S COMP	2.18
2007 Budgetary Impact		4,394.95

2007 Budgetary Impact: \$ 4,394.95

Possible Funding Sources: Lapse Salaries

Budget Office Recommendation:
